

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: July 6, 2023

KIND OF MEETING: ReOrganization

PLACE: Board of Education Board Room

AGENDA REVIEW: Prior to the Regular Meeting, an Agenda Review Session was held at 5 p.m.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mrs. Glaser at 5:00 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo. * Participated remotely

MEMBERS ABSENT: Mr. Kudela (excused)

OATHS OF OFFICE: The Clerk administered the Oath of Office to Mssrs. Capizzi and Paretto.

TEMPORARY CHAIR: District Clerk Glaser announced that nominations for temporary chair were in order.

Mr. Cancemi placed the name of School Attorney Angelo Massaro in nomination as Temporary Chair; seconded by Mr. Bass.

The vote on the nomination was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

There were no other nominations. It was the consensus of the Board that Mr. Massaro assume the position as temporary chair.

METHOD OF ELECTION OF OFFICERS

Mr. Massaro explained the process for election Board officers.

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

NOMINATIONS FOR THE PRESIDENT OF THE BOARD OF EDUCATION

Mr. Massaro announced that nominations for President of the Board were in order.

Mr. Cancemi placed the name of Mr. Petrozzi in nomination; Mr. Bilson seconded.

Mr. Massaro explained that was his understanding that the Board waived its policy that limits a Board member to serve only two consecutive terms as president. Therefore, Mr. Petrozzi, who served two consecutive terms as president, can serve a third term; the Board agreed.

It was the consensus of the Board that nominations be closed and that District Clerk Glaser cast one ballot electing Russell Petrozzi Board President for the 2023/2024 academic year. There were no objections; ballot cast.

OATHS OF OFFICE: The Clerk administered the Oath of Office to Mr. Petrozzi.

NOMINATIONS FOR THE VICE PRESIDENT OF THE BOARD OF EDUCATION

Mr. Petrozzi announced that nominations were in order for the Vice President of the Board of Education.

Mr. Bilson placed the name of Mr. Paretto in nomination; Mr. Bass seconded.

There were no other nominations.

It was the consensus of the Board that nominations be closed and that District Clerk Glaser cast one ballot electing Anthony Paretto Board Vice President for the 2023/2024 academic year. There were no objections; ballot cast.

OATHS OF OFFICE: The Clerk administered the Oath of Office to Mr. Paretto.

APPOINTMENT OF DISTRICT CLERK:

Mr. Bilson moved for appointment of Judith M. Glaser as District Clerk; Mr. Paretto seconded the motion.

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

WHEREAS, Judith Glaser has provided satisfactory performance in said position; therefore, be it

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

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Cancemi moved for appointments listed below; Mr. Bilson seconded the motion.

APPOINTMENTS OF INTERNAL CLAIMS AUDITOR, THIRD PARTY ADMINISTRATOR FOR THE DISTRICT' S UNEMPLOYMENT INSURANCE PROGRAM, EMPLOYEES HAVING ACCESS TO RECORDS OF HANDICAPPED CHILDREN, PUBLIC RECORDS ACCESS OFFICER, RECORDS MANAGEMENT OFFICER, SCHOOL DISTRICT TREASURER, TAX COLLECTOR, MEDICAID COMPLIANCE OFFICER, DIRECTOR OF SCHOOL HEALTH SERVICES, DATA PRIVACY INFORMATION OFFICER, CHIEF EMERGENCY OFFICER.

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Internal Claims Auditor

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

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

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

RESOLVED, That Denise Kolber, Consultant, be appointed to the position of Internal Claims Auditor for the period July 1, 2023, through June 30, 2024 at a rate of \$39.00 per hour not to exceed \$35,100 and subject to further terms and conditions of Contract concluded with District.

4.03 Third Party Administrator for the District's Unemployment Insurance Program

Recommendation:

A motion is recommended for the approval of the following resolution: Third Party Administrator for the District's Unemployment Insurance Program

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

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

RESOLVED, That N.E.C. be appointed as Third-Party Administrator for the District's Unemployment Insurance Program for the period July 1, 2023, through June 30, 2024.

4.04 Employees Having Access to Records of Handicapped Children

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Employees Having Access to Records of Handicapped Children

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

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

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

RESOLVED, That Cheryl Meteer, Teacher on Special Assignment, shall assume responsibility for ensuring the confidentiality of such information for the period July 1, 2023, through June 30, 2024; and

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

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

4.05 Public Records Access Officer

Recommendation:

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

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

RESOLVED, That the Administrator for Human Resources, Maria Massaro be appointed Public Records Access Officer for the period July 1, 2023, through June 30, 2024, with no additional compensation.

4.06 Records Management Officer

A motion is recommended for the approval of the following resolution: Appointment of Records Management Officer

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

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

RESOLVED, That the District Clerk, Judith Glaser, be appointed Records Management Officer for the period July 1, 2023, through June 30, 2024, without additional compensation.

4.07 School District Treasurer

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of School District Treasurer

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

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

RESOLVED, That Julie M. Jacklin be appointed School District Treasurer for the period July 1, 2023, through June 30, 2024.

4.08 Tax Collector

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Tax Collector

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

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

RESOLVED, That Administrator for School Business Services, Rebecca A. Holody, be appointed as School District Tax Collector with no additional compensation for the period July 1, 2023, through June 30, 2024.

4.09 Medicaid Compliance Officer

Recommendation:

A motion is recommended for the approval of the following resolution: Medicaid Compliance Officer

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

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

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

RESOLVED, That Maria Massaro, Administrator for Human Resources is designated the Medicaid Compliance Officer for the period of July 1, 2023, through June 30, 2024.

4.10 Director of School Health Services

RECOMMENDATION:

A motion is recommended for the approval of the following resolution:

Approval of Appointment of Jo Ann Silvaroli, DNP,FNP,RN as Director of School Health Services – 07/01/23– 06/30/24

WHEREAS, Dr. Silvaroli was appointed Director of School Health Services on May 20, 2020; and

WHEREAS, Dr. Silvaroli's current responsibilities include daily administration of the Health Services Department together with oversight and supervision of all of the District's Registered Nurses, Licensed Practical Nurses and Health Care Associates;

Therefore be it

RESOLVED, That pursuant to New York State Education Law, Article 19 Section 902 (2) (a), Dr. Jo Ann Silvaroli be and hereby is re-appointed as the Director of School Health Services.

4.11 Data Privacy Information Officer

RECOMMENDATION

A motion is recommended for the approval of the following resolution: Approval of the appointment of the Administrator for Information Services as the District's Data Privacy Information Officer.

WHEREAS, NYS Education Law § 2-d and Commissioner's Regulation require that school districts in the State of New York take action steps to ensure computer data security and privacy; and

WHEREAS, School districts are required to designate one or more employees to serve as the educational agency's data protection officer(s) to be responsible for the implementation of the policies and procedures required in Education Law § 2-d and to serve as the point of contact for data security and privacy for the educational agency; and

Therefore be it

RESOLVED, That Raymond Granieri, Administrator for Information Services, be appointed the District's Data Privacy Information Officer.

4.12 Chief Emergency Officer

RECOMMENDATION

A motion is recommended for the approval of the following resolution: Approval of the City School District of the City of Niagara Falls appointment of the Superintendent of Schools as the District's Chief Emergency Officer.

WHEREAS, Components of the SAVE Law, Section 2801-1 of the Education Law of the State of New York, requires that the District appoint a Chief Emergency Officer to be responsible for certain duties including but not limited to: coordinating communication, annual review of plans, ensuring staff understanding of plans through appropriate trainings, and ensuring the conduct of drills; and

WHEREAS, In compliance with the laws and regulations, the Board of Education has reviewed and adopted the Districtwide Safety Plan and the Building Level School Safety Plans; and

WHEREAS, The Board will now act to officially appoint the Superintendent of Schools as the Chief Emergency Officer; and now, therefore be it

RESOLVED, That Mark Laurrie, Superintendent of Schools, be appointed the District's Chief Emergency Officer;

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

DESIGNATIONS

Mr. Cancemi moved for designations listed below; Mr. Vilardo seconded the motion.
OFFICIAL BANK DEPOSITORIES, TRANSFER AGENT FOR DEBT SERVICE, MUNICIPAL BOND CONSULTANT, BONDING ATTORNEYS, OFFICIAL NEWSPAPER, REGULAR MONTHLY MEETINGS, BOARD REPRESENTATIVE - SELECTION OF IMPARTIAL HEARING OFFICERS.

5.01 Official Bank Depositories

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Official Bank Depositories

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

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

RESOLVED, That the Board of Education designate, Manufacturers and Traders Trust Company, Wilmington Trust, Bank on Buffalo, a division of CNB Bank, and J.P. Morgan Chase Manhattan Bank, N.A., as Official Bank Depositories for all school funds for the period July 1, 2023, through June 30, 2024; and be it further

RESOLVED, That the maximum amount which may be deposited in any Official Bank Depository shall not exceed \$100 million dollars; and be it further

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

5.02 Transfer Agent for Debt Service

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Transfer Agents for Debt Service

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

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

RESOLVED, That the Board of Education designate Manufacturers and Traders Trust Company, Wilmington Trust, Dormitory Authority of State of New York, Bank of New York Mellon, and Depository Trust Company of New York, New York as Transfer Agents for Debt Service for the period July 1, 2023, through June 30, 2024.

5.03 Municipal Bond Consultant

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Municipal Bond Consultant

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

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

WHEREAS, Capital Markets Advisors, LLC (CMA), a Municipal Bond Consultant of high reputation and located locally, has extensive knowledge and experience with financing various school districts' sale of bonds for capital projects; therefore, be it

RESOLVED, That the Board of Education designate Capital Markets Advisors, LLC as Municipal Bond Consultants for the period July 1, 2023, through June 30, 2024, with no annual retainer fee; and be it further

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

5.04 Bonding Attorneys

Recommendation:

A motion is recommended for the approval of the following resolution; Appointment of Bonding Attorneys

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

RESOLVED, That the Board designate the law firm of Orrick, Herrington & Sutcliffe LLP as bonding attorneys with no annual retainer fee for the period July 1, 2023, through June 30, 2024.

5.05 Official Newspaper

Recommendation:

A motion is recommended for the approval of the following resolution: Appointment of Official Newspaper

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

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

RESOLVED, That the Niagara Gazette be designated as the Board of Education Official Newspaper for the period July 1, 2023, through June 30, 2024; and

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

5.06 Regular Monthly Meetings

Recommendation:

A motion is recommended for the approval of the following resolution:
Regular Monthly Meetings

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

RESOLVED, That the Niagara Falls Board of Education will hold its regular meetings for the 2023-2024 school year at 7:00 p.m. on the fourth Thursday of each month; and

RESOLVED, That the only exceptions to the stated schedule are July 6, 2023, October 19, 2023, November 16, 2023, December 21, 2023, March 21, 2024, and April 11 and 23, 2024, May 9 and May 22, 2024, (full schedule to be posted on District website at www.nfschools.net)

Board Representative – Selection of Impartial Hearing Officers A motion is recommended for the approval of the following resolution: Board Representative – Selection of Impartial Hearing Officers

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

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

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

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

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

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

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Paretto moved for Designations listed below; Mr. Cancemi seconded the motion.

PURCHASING AGENT, CERTIFICATION OF PAYROLLS

6.01 Purchasing Agent

Recommendation:

A motion is recommended for the approval of the following resolution:
Appointment of Purchasing Agent

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

RESOLVED, That the Board of Education authorize Ann Schiro to perform the duties of Purchasing Agent for the period July 1, 2023, through June 30, 2024, with no additional compensation provided.

6.02 Certification of Payrolls

A motion is recommended for the approval of the following resolution:
Certification of Payrolls

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

RESOLVED, That this Board of Education authorize the Administrator for Human Resources and the Administrator for School Business Services to certify payrolls for the period July 1, 2023, through June 30, 2024, with no additional compensation provided.

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

Mr. Bass moved for adoption of the purchasing policy, listed below; Mr. Bilson seconded the motion.

7. Purchasing Procedures Policy

Recommendation

A motion is recommended for the approval of the following resolution:
Purchasing Procedures Policy for 2023-2024

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

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

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

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

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

The vote was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo.

Nays: None.

Carried.

ADJOURNMENT

The meeting was adjourned at xxx on a motion by Mr. Bilson seconded by Mr. Cancemi. All in favor.

DATE: July 6, 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.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo. * Participated remotely.,.

MEMBERS ABSENT: Mr. Kudela (excused)

2.01 Pledge of Allegiance

2.02 Prayer

3. Letters and Communications

3.01 Oral Communications – Public Comment on agenda-related items - None

3.02 Written Communications – None.

4. Recommended Actions - Routine Items

Mr. Bilson moved for approval of the minutes of the following meetings. Mr. Cancemi seconded the motion.

Regular Meeting of June 22, 2023

The vote on the motion was as follows:

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson for approval of the Budget Transfer #12 . Mr. Cancemi seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

BIDS

None

TREASURER'S REPORT

The Treasurer's Report for June 2023 was received and filed.

BUDGET STATUS REPORT

The Budget Status Report as of July 2023, was received and filed.

Personnel Report Certificated

Mr. Cancemi moved for to add the first addendum to the certificated report. Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Mr. Paretto moved for to add the second addendum to the certificated report. Mr. Bass seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Cancemi moved for approval of the certificated report with addenda. Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Personnel Report - Classified

Mr. Cancemi moved for to add the addendum to the classified report. Mr. Bass seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Mr. Bilson moved for approval of the classified report with addendum. Mr. Vilardo seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Committee on Special Education Report

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Committee on Pre-School Special Education Report

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

4.10 Short-Term Contract(s)

Mr. Bass moved to strike #25 at the request of Mr. Bilson. Mr. Cancemi seconded the motion.

Mr. Paretto moved for approval of the following short term contracts, as amended. Mr. Vilardo seconded the motion.

1. Anne Kent-Kwasniewski 7 Online Book Studies \$1,600.00 F2070.404.045.8124
July 1, 2023 -August 18, 2023
2. Karen Waugaman PD Book Study \$1,500.00 F2070.404.045.8124
July 10,2023-August 18, 2023
3. Sports Medicine Concepts, Inc. Presentation \$10,769.00 August 11, 2023
4. Surdej Web Solutions Creation of Calendar Design \$2,400 A1480.400-007 July 2023
5. See Through Math, LLC Braining Camp Math Manipulative Workshop \$1,250.00
F2110.404.098.5022 August 1, 2023
6. John Erwin Workshop Number sense \$1,500.00 F2070.404.045.8124 August 22, 2023
7. Buffalo Zoo Kindergarten Jamboree \$275.00 F2510.404.098.3124 August 18, 2023
8. Winsor Learning Inc. Training for PEP \$7,000.00 F2110.404.098.5022 July 19-20, 2023
9. TEMP PEP Interventionists – summer \$6,500.00F2110.404.098.5022 July and August 2023
10. Failure Free Reading Failure Free Reading Training \$3,000.00 F2110.404.098.5022 August 2023
11. Scholastic Inc. Getting Started with Rise Up \$3,998.00 F2110.404.098.5022 July 24-August 31, 2023
12. Tim Miller Training: CPR, AED basic first Aid \$399.00 per 10 employees
F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS August 22, 2023

13. Father and Son Center Summer Mentoring \$10,000.00 Summer 2023
14. Lori Moskaluk Maintenance of Elementary Libraries \$15,000.00 2023-2024 school year
15. Crystal Munro, RN Medical Administration Training \$2,000.00 F2330.404.098-TTA24 HS
F2330.404.096-TTA24 EHS August 23, 2023
16. Teaching Strategies, LLC HS/EHS Professional Development Workshops Curriculum \$10,485.00 F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS August 24,25, 2023
17. Child Care Resource Network HS/EHS Professional Development Workshops Classroom Management \$900.00
F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS August 29, 2023
18. Child Care Resource Network HS/EHS Professional Development Workshops Implicit Bias\$625.00
F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS August 30, 2023
19. Best Self Behavioral Health 225 Delaware Avenue HS/EHS Professional Development Workshops Mental Health
First Aid- Adults \$ 15,000.00 F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS TBD
20. Kathleen Kiblin HS/EHS Professional Development Workshops Pyramid training-classroom Assessment \$
15,000.00 F2330.404.098-TTA24 HS F2330.404.096-TTA24 EHS TBD
21. WNY Infant Toddler Network HS/EHS Professional Development Workshops
Pyramid training-Environment Rating \$ 10,000.00 F2330.404.098-TTA24 HS
F2330.404.096-TTA24 EHS TBD Lynnette Haley-O'Stewart

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

June 2023 Head Start Report and Budget – None,

New Business

On a motion by Nicholas Vilardo, the resolution was amended in order to add an additional name; seconded by Vincent Cancemi.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Approval of Members of the City School District of the City of Niagara Falls, New York's Audit Committee 2023-2024

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

WHEREAS, In order to achieve its goal to insure public confidence in the operation of the School District and expenditures of tax dollars, in February 2005, the Board of Education created an Audit Committee as a standing committee, comprised of all members of the Board of Education sitting as a Committee of the Whole; and

WHEREAS, The Audit Committee was charged with the responsibility of overseeing District finances by developing requests for proposals for external audit functions, evaluation of responses to requests, making recommendations to the Board; and

WHEREAS, In 2009 the Board reconstituted the Audit Committee to consist of nine members, five of whom would be Board of Education Members and four of whom would be community members, with all appointed by the Board of Education to serve for a period of one (1) year or until their replacement whichever shall later occur; and

WHEREAS, the members of the Audit Committee will be appointed at the will of the Board as per the aforementioned motion; and

WHEREAS, The Board now wishes to appoint Members to the Audit Committee to serve July 1, 2023 until June 30, 2024 all in accordance with the Audit Committee Charter; now therefore be it

RESOLVED, That the Board does hereby appoint:

Rashina Litten Vincent Cancemi Joseph Giarrizzo Robert Bilson TBD Nicholas Vilardo
Jerry Petito Clara Dunn TBD *Heather Johnson (* as amended)

as Members of the Audit Committee to serve for a term commencing July 1, 2023 and ending June 30, 2024 or until their replacement, whichever shall later occur.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Approval of School Lunch Budget 2023-2024

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

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

WHEREAS, The recommended school year 2023-2024 School Lunch and Breakfast Budget has been developed according to the revenue and expenditure accounts specifically established for a School Lunch and Breakfast Fund in the amount of \$5,969,403; therefore be it

RESOLVED, That the Board of Education approves the school year 2023-2024 School Lunch Budget in the amount of \$5,969,403.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Approval of Calendar of Board Activities for the Preparation of the General Fund Budget—2023-2024

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

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

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

WHEREAS, The development of a General Fund Budget is dependent upon a clear understanding of responsibilities that are both Board and staff related; therefore be it

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

Niagara Falls Board of Education

2024 - 2025 Key Budget Dates

- Board Review of Budget – January – April
- Submit Tax Levy Limit Calculation – March 1, 2024
- Superintendent’s Budget Recommendation to Board – March 21, 2024
- Board to Adopt Budget and Contingent Budget – April 11, 2024
- Present Property Tax Report Card – April 11, 2024
- Submit Property Tax Report Card to SED – April 12, 2024
- Budget Available – May 2, 2024
- Public Hearing – May 9, 2024
- Mail Budget Notice – May 10, 2024
- Budget Vote – May 21, 2024
- Finalize Revenue Estimates – June 27, 2024
- Set Tax Levy and Tax Rate – July 2, 2024

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Approval of Resolution to Confirm Tax Rolls, Authorize Tax Levy, and Issuance of Tax Warrant—2024-2023

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

WHEREAS, The City Assessor has delivered the assessment rolls to be used for the 2023/24 tax levy and are therefore in compliance with §1302 of the Real Property Tax Law; and

WHEREAS, The delivery of the assessment rolls, Board adoption of the General Fund Budget on March 30, 2023 and official adoption of budget on May 17, 2023 following voter approval on May 16, 2023, and knowledge of the regular equalization rate provided the necessary data for calculating a tax rate; and

WHEREAS, The full value tax rate has been determined to be \$19.51571382; and

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

RESOLVED, That the Board establish a final tax rate of \$19.51571382; and

RESOLVED, That the tax rolls for the fifteen (15) wards of the City of Niagara Falls, New York, for the school taxes for the fiscal year beginning July 1, 2023, be and ending June 30, 2024, as completed, be and the same hereby are confirmed and approved by the Board of Education of the School District of the City of Niagara Falls New York, as follows:

Ward	City Assessment Roll	Full Value Tax Rate	Real Property Tax Levy
1-15	\$1,323,497,016	\$19.51571382	\$25,828,989

RESOLVED, That the School District Tax Collector of said City School District of the City of Niagara Falls, be hereby required and commanded to collect the aforesaid school taxes for the fiscal year beginning July 1, 2023, and ending June 30, 2024, as extended and completed; and

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

WARRANT

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

To Mrs. Rebecca Holody, SCHOOL TAX COLLECTOR of the City School District of the City of Niagara Falls, New York.

YOU ARE HEREBY REQUIRED AND COMMANDED TO commence to collect on August 1, 2023, and continue to collect through January 2024, from the several persons named in the Assessment Roll, to which this warrant is attached, the amount mentioned in the last column thereof, and set opposite to the names of such persons respectively, together with your fees thereon.

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

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

IN WITNESS WHEREOF, the Board of Education of the City School District of the City of Niagara Falls, New York, at a meeting held on the 6th day of July 2023, has caused this

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 —2023-2024

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

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

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

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

WHEREAS, The District wishes to continue this Contract for the 2023-2024 fiscal year; and

WHEREAS, The fee for performing these services is the current amount (2022-2023) of \$76,858.46 increased by the Regional Northeast CPI for calendar year 2023, when it has been determined, which includes the cost of postage; therefore be it

RESOLVED, That the Board of Education hereby agrees to retain the services of the City of Niagara Falls for the purpose of providing all necessary services for the billing and collection of the School District's tax levy for 2023-2024; and

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

RESOLVED, That the President of the Board be and he hereby is authorized and directed 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.

CONTRACT BETWEEN CITY OF NIAGARA FALLS AND CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
(SCHOOL DISTRICT) FOR THE COLLECTION OF SCHOOL TAXES

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

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

The School District will compensate for the fiscal year 2023-2024 the City of Niagara Falls the amount of \$76,858.46 plus the CPI increase for calendar year 2023 when it has been determined, which compensation shall include postage.

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

The Contract period will begin July 1, 2023 and end on June 30, 2024. Payments will be due from the School District by January 15 of each paid fiscal year. The City of Niagara Falls agrees to bill the District annually after the CPI for the calendar year 2023 has been determined. Payment shall be made within thirty days of such billing.

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

The Contract is terminable by 30 days written notice at the discretion of either party. In the event the Contract is terminated, the base fee of \$76,858.46 plus the CPI for calendar year 2023 will be calculated on a per diem rate for the year in which the Contract is terminated and the School District shall pay the City for its number of days the City performs the services pursuant to this Contract at its per diem rate.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

Approval of Fee Schedule for the Community Use of School Facilities – 2023-2024

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

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

WHEREAS, a Committee of the Board and the Administrator for School Business Services has computed the fee schedule for community use of facilities for the 2023-2024 school year; therefore, be it

RESOLVED, That the Board of Education hereby adopts and approves the attached Community use of Schools Fee for the 2023-2024 fiscal year.

COMMUNITY USE OF SCHOOL FACILITIES

July 1, 2023 – June 30, 2024 – For Newly Scheduled Facilities Use

			Overtime Rates Monday/Satur day	Overtime Rates Sunday
			1.5	2
School	Employee	Monday/Frida y		
<i>School Hours</i>				
7:00 a.m. to 10:00 p.m.(NFHS, GPS, LPS) Weekdays				
NFHS	Custodian	O.T. after 2:30 p.m.	60	80
NFHS	Porter	O.T. after 10:00 p.m.	50	67
NFHS (Saturday Only)	Porter	O.T. after 3:00 p.m.	56	
NFHS	Cleaner	O.T. after 11:00 p.m.	41	55
LPS, GPS	Custodian	O.T. after 3:00 p.m.	60	80
LPS, GPS	Porter	O.T. after 10:00 p.m.	50	67
LPS, GPS	Cleaner	O.T. after 10:00 p.m.	41	55
<i>School Hours</i>				
7:00 a.m. to 10:00 p.m.				
H. F. Abate Cataract C.E.C.	Custodian	O.T. after 3:00 p.m.	60	80
Hyde Park Kalfas Mann Maple Niagara St.	Porter	O.T. after 10:00 p.m.	50	67
79th St.	Cleaner	O.T. after 10:00 p.m.	41	55
Audio Visual as Required			73	99

Facility Attendant as Required			41	54
Safety Officer			37	48

2023-2024
CHARGES FOR USE OF FACILITIES AND SPORTS FIELDS
July 1, 2023 - June 30, 2024

1.) Facility Use - Base Fee Per Day:					Resident Rate		Non-Resident Rate			
Performing Arts Center(PAC)					\$300.00		\$350.00			
Pool (High School)					\$90.00		\$180.00			
Pool (All other schools)					\$30.00		\$60.00			
Field House/Concession Stand										
Facility Fee					\$300.00		\$350.00			
NFHS Stadium,										
Baseball Fields										
Facility Fee					\$60.00		\$120.00			
Add: Field Prep (if chosen)					\$90.00		\$180.00			
Nicoletti Field (football)										
Facility Fee					\$120.00		\$240.00			
Add: Field Prep (if chosen)					\$90.00		\$180.00			
Add: Field Lights (if chosen)					Rate determined by # of events per					
					billing cycle. Check with district personnel					
Nicoletti Field (softball diamonds)										

Facility Fee					\$60.00		\$120.00			
Add: Field Prep (if chosen)					\$90.00		\$180.00			
Add: Field Lights (if chosen)					Rate determined by # of events per					
8					billing cycle. Check with district personnel					
All other sports fields										
Field Prep					\$90.00		\$180.00			
2.) ADD to Facility Use Base Fee										
	Fee for Number Attending:									
		1 - 150			\$120.00		\$240.00			
		151 - 250			\$210.00		\$420.00			
		251 - 375			\$270.00		\$540.00			
		376 - 500			\$300.00		\$600.00			
		501 - 1,000			\$360.00		\$720.00			
		1,000 +			\$600.00		\$1,200.00			
3.) ADD Labor Fees for All Personnel Overtime Needed per attached Schedule #2 (this includes Custodians, Security Officers, HVAC checks Etc.)										
EXAMPLES: Use of PAC for Dance Recital - one (1) day rehearsal + weekend (Saturday + Sunday) for Recital (325 attending Saturday and 503 on Sunday) =										
	Rehearsal				\$300.00					
	Saturday Recital				\$570.00	\$300 base fee + (\$270 for 325 attendance)				
	Sunday Recital				\$660.00	\$300 base fee + (\$360 for 503 attendance)				
	Total Use Fees- Before Labor Costs				\$1,530.00					
	Add: Labor Costs for personnel used				-					
	TOTAL Costs for Your Event				\$\$\$					
Appeals Process: Any group or individual, who wishes to appeal the Base Fees, Labor Charges, or other charges, must submit in writing										

a request, with rationale, at least thirty (30) calendar days prior to the activity or event to the Superintendent of Schools.

Facility Request Fee Schedule – Monthly Use

Facility Type	Frequency of Use	Cost per Month (resident)	Cost per Month (non- resident)
Gym (Elementary/Prep/CEC)	One day per week	150	175
	Two days per week	200	225
	Three days per week	250	275
	Four days per week	300	325
	Five days per week	350	375
Gym (NFHS)	One day per week	200	225
	Two days per week	250	275
	Three days per week	300	325
	Four days per week	350	375
	Five days per week	400	425
Classroom/Cafeteria/Library (all buildings)	One day per week	100	125
	Two days per week	150	175
	Three days per week	200	225
	Four days per week	250	275
	Five days per week	300	325
Pool (Elementary/Prep/CEC)	One day per week	150	200
	Two days per week	200	250
	Three days per week	250	300
	Four days per week	300	350
	Five days per week	350	400
Pool (NFHS)	One day per week	200	250
	Two days per week	250	300
	Three days per week	300	350
	Four days per week	350	400
	Five days per week	400	450

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

Approval of Agreement for Professional Services by DBA Learn Well, for period covering July 1, 2023- June 30, 2024

WHEREAS, The District is obligated to provide appropriate education services to students who are not in school due to hospitalization; and

WHEREAS, The services shall be provided at the standard rate of \$68.00 per hour to a maximum of ten (10) hours per week per student; and

WHEREAS, The services will be furnished pursuant an Agreement effective July 1, 2023 and continue through June 30, 2024; therefore, be it

RESOLVED, That the Board hereby approves the attached Agreement with El US, LLC d/b/a LearnWell, to provide academic tutoring services in a hospital or behavioral health center, for District students in need of such services, which Agreement provides, among other things, for payment of the standard rate of \$68.00 per hour of instruction to a maximum of ten (10) hours per week per student, for a period effective July 1, 2023 and ending June 30, 2024; 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

AGREEMENT made effective as of the 1st day of July 2023 by and between Niagara Falls City School District (the "District"), having its administrative offices at 630 66th Street, Niagara Falls, NY 14304 and El US, LLC dba LearnWell (the "Company"), formerly Education, Inc., having its office at 2 Main Street, Suite 2A, Plymouth, MA 02360.

In consideration of the mutual covenants and conditions contained in this Agreement, the District and the Company hereby agree as follows:

1. Retention: The District hereby agree to retain the Company and the Company agrees to provide the District with its services consisting of any of the following upon the terms and conditions herein set forth: The District hereby agree to retain the Company and the Company agrees to provide the District with Academic Tutoring Services during the 2023-2024 school year at facilities where LearnWell is the education provider. Virtual 1:1 tutoring services fall under a separate contract that can be provided upon request.
2. Term: This Agreement will be for services provided July 1, 2023 – June 30, 2024 inclusive, unless terminated early as provided in this Agreement. It is understood that the District are under no obligation to renew this Agreement upon its expiration.
3. Compensation: See Exhibit A attached:
4. Independent Contractor: The Company is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relation to the District shall, during the period of its retention and services hereunder, be solely that of an independent contractor. The compensation being paid pursuant to this Agreement shall not be subject to withholding taxes or other employment taxes required with respect to compensation paid by the District to an employee. The Company shall observe all requirements imposed by any laws upon corporations. The District, if required by Federal or State requirements, will submit a Form 1099, at year-end to the Federal government and to Company if having a gross income exceeding \$600, which thereupon will be reported for income tax purposes. Neither the Company nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New York Worker's Compensation, unemployment insurance, New York State Retirement System benefits, health or dental insurance, or malpractice insurance, or the like. With regard to employees of the Company the Company alone shall be responsible for their work, personal conduct, direction, compensation, and for payment of all employment and other taxes in relation thereto.
5. Indemnification: The Company hereby indemnifies the District with respect to all claims, charges, costs and expenses arising out of the negligence of the Company, its agents, or employees, or with respect to the Company's breach of its obligations. The Company shall defend (with counsel selected by the District and reasonably approved by the Company), indemnify, and hold harmless the District, and its agents, members, representatives and employees from any and all claims, costs, expenses (including, but not limited to, attorney fees) related, directly or indirectly, to this indemnity.
6. Expenses: The Company will pay all expenses incurred by it in connection with the performance of his duties hereunder, including but not limited to automobile and/or travel expenses.
7. Required Records: The Company shall provide services and maintain records, logs and reports in accordance with all applicable laws, regulations and requirements of the New York Education Department, New York State Department of Labor and District policies and procedures in force during the term of this Agreement. All student records, logs, etc., will be the property of the Company and will be considered mandated records. Company shall provide the District with a copy of any reports, testing, evaluations, or observations that are prepared in connection with the services provided by the Company under this Agreement.

8. Confidentiality: The Company shall maintain the confidentiality of student records in accordance with HIPAA or any other applicable federal laws and regulations.
9. Review of Company Records: In compliance with HIPAA, the District shall have the right to examine any or all records or accounts maintained by the Company in connection with this Agreement.
10. Insurance: The Company shall provide the District with a certificate of liability insurance naming the District as an additional insured with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate upon execution of this Agreement. The Company shall notify the District in writing ten (10) days prior to any lapse in liability coverage. The absence of liability coverage during the term of this Agreement may result in immediate termination of this Agreement.
11. Employer's Authority: The Company represents and warrants that it will observe and comply with the policies, rules and regulations of the Company (and shall cause its employees to do the same), including, but not limited to, the Company Code of Conduct, performance of its duties, and to carry out and perform orders, directions and policies advised from the District.
12. Termination: This Agreement shall be terminated upon the occurrence of any of the following events:
- (a) Immediately upon the breach by the Company of any of the policies, rules and regulations of the District relating to the health or safety of students or District employees.
 - (b) Automatically upon the filing of a Petition in Bankruptcy by the Company
 - (c) Upon thirty days (30) notice by either the District or the Company to the other, together with the reason for said early termination. Termination under this provision will only be permissible upon a showing that the reason cited is not arbitrary or capricious.
- Upon termination of this Agreement, the Company shall be entitled to receive only the compensation accrued and unpaid as of the date of termination and shall not be entitled to any additional compensation.
13. Notices: Any notices required or permitted to be given under the terms of this Agreement shall be sufficient in writing and if personally delivered or sent by registered or certified mail to the parties at the following addresses:

To the Company:

To the District:

LearnWell
2 Main Street, Suite 2A Plymouth, MA 02360

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

14. Entire Agreement: This instrument contains the entire agreement of the parties with respect to the subject matter thereof and supersedes any and all other agreements, understandings and representations by and between the parties.
15. Modification: This Agreement may not be changed orally, but only by an agreement in writing signed by the party or parties against whom an enforcement of any waiver, change, modification, extension or discharge is sought. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
16. Third-Party Beneficiaries: There are no third-party beneficiaries of or in this Agreement or any of the terms or provisions hereof or any of the rights, privileges, duties, liabilities or obligations created hereby.
17. Negotiated Agreement: This is a negotiated Agreement, and this Agreement shall not be construed against any party by reason of this Agreement being prepared by such party's attorney. Each party warrants that it has full power to execute, deliver and perform this Agreement and has taken all actions required by law, its organizational documents or otherwise to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Cancemi moved for approval of the following resolution. Mr. Bilson seconded the motion

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

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

WHEREAS, New York State Education Law §2130 and §2503 (15) require the Board of Education to annually appoint a Clerk of the School District who will also serve as the Clerk of the Board; and

WHEREAS, at its Regular Meeting of July 7, 2022, the Board of Education appointed Judith M. Glaser to the position of School District Clerk for the City School District of the City of Niagara Falls for period commencing July 7, 2022 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws and regulations applicable to such appointment; and

WHEREAS, the Board of Education now wishes to appoint Judith Glaser the School District Clerk of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, the Board also wishes to provide Mrs. Glaser a Contract containing the terms, condition and benefits of her employment as School District Clerk; and

WHEREAS, The Administration has prepared a proposed Contract containing the terms, conditions and benefits of Mrs. Glaser's employment as School District Clerk, to become effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting, a copy of which is attached; and

WHEREAS The Board should act on this action item at this time so as to allow for the orderly continuation of the School District Clerk; therefore be it therefore be it

RESOLVED, That the Board hereby appoints Judith M. Glaser School District Clerk for the City School District of the City of Niagara Falls, upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws and regulations applicable to such appointment; and further

RESOLVED, That the Board of Education hereby approves the attached Contract between the City School district of the City of Niagara Falls, and Judith M. Glaser, containing the terms, conditions and benefits of her employment as School District Clerk, effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws and regulations pertaining to such appointment; 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 of Education be and he is authorized to execute said Contract; and

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

CONTRACT

THIS CONTRACT made this 6th day of July 2023 by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, (herein referred to as the "Board"), and JUDITH M. GLASER party of the second part (herein called the "School District Clerk" or "District Clerk".)

WITNESSETH:

WHEREAS, the Board of Education did on the 6th day of July 2023 appoint Judith Glaser the School District Clerk of the City School District of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, Judith Glaser accepted the appointment and offer of employment as School District Clerk for the City School District of the City of Niagara Falls for the period July 6, 2023 and continuing until her re-appointment at the following re-organization meeting, in accordance with all laws regulations and policies and the terms and conditions of this Contract; and

WHEREAS, the Board of Education now wishes to appoint Judith Glaser the School District Clerk of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting; and

WHEREAS, the Board and School District Clerk have mutually agreed upon the terms and conditions relative to the School District Clerk's employment by the District;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties DO HEREBY MUTUALLY AGREE as follows:

1. The Board continues the appointment of Judith M. Glaser, School District Clerk of the City School District of the City of Niagara Falls, effective upon her reappointment during the re-organization meeting on July 6, 2023 and continuing until her re-appointment at the following re-organization meeting or until such earlier termination by reason of (i) her resignation with sixty (60) days written notice given to the Board; (ii) her retirement; (iii) her death; (iv) recommendation of the Superintendent to terminate upon sixty (60) days written notice and approval of the Board; or (v) at will of the Board for any reason, upon giving sixty (60) days written notice, and the School District Clerk does hereby accept such appointment, pursuant and subject to all provisions of law pertaining to such employment, including but not limited to provisions of the Education Law of the State of New York, and the terms and conditions of this Contract.

2. The School District Clerk does hereby covenant and agrees that she shall faithfully execute and discharge the powers and duties of the said office of School District Clerk of the School District of the City of Niagara Falls, and to also serve as Clerk to the Board as prescribed by law, including but not limited to those powers and duties as contained in Schedule "A" attached hereto and made a part hereof, and that she shall well and faithfully perform and discharge all duties and responsibilities duly and lawfully imposed upon and entrusted to her in that position and capacity by direction of the Superintendent and the Board of Education as provided by law, and shall devote her full time and efforts thereto in accordance with the provisions of this Contract.

3. The Board does hereby covenant and agree that during the period of her employment, the School District Clerk of the City School District of the City of Niagara Falls, will have and be entitled to all of the rights, privileges, prerogatives, powers and incidents pertaining to the said position of School District Clerk of the City School District of the City of Niagara Falls, as prescribed by the laws and regulations of the State of New York as the same now provide or shall hereafter be amended to provide; provided, however, that it is expressly understood and agreed that the School District Clerk shall be appointed annually in accordance with the law and that the Board may at any time act on its own accord or on the recommendation of the Superintendent to terminate her employment upon sixty (60) days written notice to the School District Clerk in accordance with all provisions of laws and terminate this Contract in all respects.

4. The School District Clerk covenants and agrees that she shall comply with all laws, regulations, and policies of the United States, State of New York and the Board including but not limited to compliance with the Residency Policy of the Board, requiring her domicile to be in the City of Niagara Falls, New York. The School District Clerk agrees that her failure to comply with all such laws regulations and policies including but not limited to the Board's Residency Policy shall be cause for her termination of employment.

5. The Board shall pay and provide to the School District Clerk at the times and in the manner provided under its customary payroll practices, a salary and additional related employment benefits all described in "Schedule B" annexed hereto and made a part hereof.

6. This Agreement and the Schedules attached hereto as to the School District Clerk's duties, salary, and benefits constitute and contain all provisions as approved by the Board and may not be modified or amended except by a writing duly made and subscribed by the Board and the School District Clerk.

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

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By _____
President

Judith M. Glaser

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Cancemi moved for approval of the following resolution. Mr. Bilson seconded the motion

APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ANGELO MASSARO DBA HOVEY & MASSARO AS SCHOOL DISTRICT ATTORNEY 2023-2024

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

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

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

RESOLVED that the Board of Education hereby retains Angelo Massaro dba Hovey & Massaro to provide legal services for the District as School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$122,896.25 for the year commencing July 1, 2023, and terminating June 30, 2024; and

RESOLVED, That the contract is subject to such modifications as the Board of Education and Superintendent 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.

RETAINER AGREEMENT

AGREEMENT made this 1st day of July, 2023, between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and ANGELO MASSARO, dba Hovey & Massaro Attorney (hereinafter referred to as "School District Attorney"), 631 Main Street, Niagara Falls, New York 14301.

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

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

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

FIRST: RETAINER. The District retains the School District Attorney and the School District Attorney agrees to serve the District and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 1st day of July 2023, and continuing thereafter until the 30th day of June 2024 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

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

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

(g) Generally to perform such other legal services ordinary and necessary for the functions of the District as may be required in the course of the District's business. THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$122,896.25 per year, payable in equal monthly installments of \$10,241.35. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

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

FOURTH: STAFFING. The School District Attorney shall provide staff and furnish and equip his office for the performance of his duties and services and for the conduct of his private law practice. There shall be no supervision of the School

District Attorney and no requirement as to hours for services to be performed provided however, the School District Attorney shall provide such time as may be required to perform all of the services and/or duties required pursuant to the terms of this Agreement in a professional and satisfactory manner.

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

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 1st day of July 2023 and shall continue until the 30th day of June 2024. Thereafter this Agreement shall automatically renew for additional one-year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE CITY OF

By _____
President

Angelo Massaro dba Hovey & Massaro

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Mr. Cancemi moved for approval of the following resolution. Mr. Bilson seconded the motion

APPROVAL OF RENEWAL OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JAMES C. ROSCETTI OF ROSCETTI & DECASTRO, PC AS DEPUTY SCHOOL DISTRICT ATTORNEY 2023-2024

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

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

RESOLVED that the Board of Education hereby retains James C. Roscetti of Roscetti & DeCastro, PC to provide legal services for the District as Deputy School District Attorney and approves the renewal of the Retainer Agreement modified to provide for payment of annual sum of \$116,200.38 for the year commencing July 1, 2023 and terminating June 30, 2024; and be it further

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

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

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

RETAINER AGREEMENT

AGREEMENT made this 6th day of July, 2023, between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS (hereinafter referred to as "District"), 630-66th Street, Niagara Falls, New York 14304, and JAMES C. ROSCETTI of Roscetti & DeCastro, PC (hereinafter referred to as "Attorney"), 730 Main Street, Niagara Falls, New York 14301.

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

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

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

FIRST: RETAINER. The District retains the Attorney and the Attorney agrees to serve the District as Deputy School District Attorney and perform legal services as provided in paragraph "SECOND: SCOPE OF SERVICES" of this Agreement, for a period commencing on the 1st day of July 2023, and continuing thereafter until the 30th day of June 2024 as provided in paragraph "SIXTH" of this Agreement for an annual retainer amount payable in equal monthly installments as provided in paragraph "THIRD" of this Agreement.

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

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

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

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

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

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

THIRD: RETAINER AMOUNT. The District shall pay the attorney the sum of \$116,200.38 per year, payable in equal monthly installments of \$9,683.36. Such payment shall be made in the next available accounts payable schedule after receipt of an invoice containing a summary of services performed for previous month invoiced.

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

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

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

SIXTH: TERM OF AGREEMENT. This Agreement shall commence on the 1st day of July 2023 and shall continue until the 30th day of June 2024. Thereafter this Agreement shall automatically renew for additional one- year periods upon the same terms and conditions herein contained, subject to the approval of the Board.

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

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

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

By _____
President

James C. Roscetti, Esq.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Not Present at Vote: Mr. Capizzi
Carried

Mr. Cancemi moved for approval of the following resolution. Mr. Bilson seconded the motion

APPROVAL OF CONTRACT FOR CLAIMS AUDITOR SERVICES BY AN INDEPENDENT CONTRACTOR - DENISE KOLBER JULY 1, 2023 - JUNE 30, 2024

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

WHEREAS, The law allows a school district to have a Claims Auditor for the purpose of reviewing all invoices and claim statements for accuracy and compliance, before payment; and

WHEREAS, The position could be either one held by an employee or outsourced by the District to an independent contractor; and

WHEREAS, Establishing a Claims Auditor position, whether by employment or by independent contract, will assist the District to effectively meet its claims audit responsibility and better ensure protection of District assets; and

WHEREAS, District staff, recognizing the excellent work and cooperation of the current claims auditor with District staff to keep accounts payable in compliance with laws and regulations, has recommended to renew the Contract with the existing Independent Claims Auditor – Denise Kolber.

RESOLVED, The Board hereby approves the Contract with Denise Kolber for her to perform claims auditor services for the fiscal year at the rate of \$39.00 per hour for a sum not to exceed \$35,100.00 for the fiscal year, unless otherwise increased by the Board of Education for a term commencing July 1, 2023 and ending June 30, 2024, a copy of which is attached; 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 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
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR

This Contract made this 7th DAY OF July 2022 by and between the City School District Of The City Of Niagara Falls, 630 – 66th Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and Denise Kolber (hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services as claims auditor as 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 claims auditing, which services shall include, without limitation, the following:

- a. Auditing of all District claims;
- b. Verifying the legitimacy of all claims;
- c. Verifying the authorization and approval of all claims
- d. Verifying the mathematical correctness of each claim;
- e. Verifying whether the claim is sufficiently itemized and documented;
- f. Verifying whether the claim has adhered to all District policies;
- g. Verifying whether the claim has met all legal and policy requirements pertaining to competitive bidding
- h. Other duties as applicable to the claims audit function

All of these functions shall be performed under the direction of the Board of the First Party. The consultant should possess a thorough knowledge of the claims auditing process.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days and hours worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$35,100.00 for the fiscal year unless otherwise increased by the Board of the First Party, to be paid at the rate of \$39.00 per hour. Payment by checks made payable to the order of the Second Party, if in full accordance with the last sentence, shall be deemed full payment to the Second Party.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance and professional liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional party insured on a primary and non-contributory basis. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from July 1, 2023 through June 30, 2024, 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 Second Party may not assign this Contract but may hire employees and/or assistants, provided however, the Second Party shall be responsible for all wages, benefits, and taxes for all employees and/or assistants so hired.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Denise Kolber

President Board of Education

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 2023-JUNE 2024

WHEREAS, The District is committed to permitting community organizations to use its facilities for community purposes; and

WHEREAS, PAL desires to continue its education program and conduct various activities involving community and students; and

WHEREAS, The District is desirous to continue leasing space at Niagara Falls High School to permit PAL to conduct such activities and to allow the District to achieve its community outreach goal; and

WHEREAS, The Lease will become effective July 1, 2023 and terminate June 30, 2024; therefore, be it

RESOLVED, That the Board of Education hereby approves the Lease Agreement with PAL, a copy of which is attached hereto, for space at Niagara Falls High School to permit it to conduct its education program and community and student oriented activities to be effective July 1, 2023 and terminate June 30, 2024; and be it further

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

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

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF RENEWAL OF LEASE AGREEMENT BETWEEN NIAGARA FALLS TEACHERS CREDIT UNION AND THE BOARD OF EDUCATION FOR OFFICE SPACE 2023-2024

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

WHEREAS, The Niagara Falls Teachers' Credit is leasing space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union wishes to continue to lease for space at the Community Education Center, 6040 Lindbergh Avenue; and

WHEREAS, The Niagara Falls Teachers' Credit Union placed both phone and internet service into their name and agrees to continue to pay their own monthly phone and internet charges directly to their carrier; and

WHEREAS, A renewal of the Lease has been negotiated, the terms and conditions of which are subject to the requirements of the Superintendent and the School District Attorney; therefore, be it

RESOLVED, That the Board of Education hereby approves the renewal of the Lease with the Niagara Falls Teachers' Credit Union, attached hereto, for it to leasing space at the Community

Education Center, 6040 Lindbergh Avenue, commencing July 1, 2023 and continuing to June 30, 2024 and providing among other things for rental of Three Thousand Dollars (\$3,000) for twelve (12) months to be paid at the rate of Two Hundred Fifty Dollars (\$250) per month and for The Niagara Falls Teachers' Credit Union continuing to pay for its own phone and internet services monthly; and

RESOLVED, That the Lease is subject to such other and further terms and conditions acceptable to the Superintendent and the School District Attorney; and

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

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

LEASE

THIS IS A LEASE, dated as of the 1st day of July, 2023, between CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, a school district organized under the laws of New York State, having its principal office at 630-66th Street, Niagara Falls, New York 14304 (the "Landlord"), and NIAGARA FALLS TEACHERS' CREDIT UNION, having its principal office at 6040 Lindbergh Avenue, Niagara Falls, New York 14304, (the "Tenant").

1. PREMISES. The Landlord leases to the Tenant, and the Tenant takes from the Landlord, space at 6040 Lindbergh Avenue, Niagara Falls, New York. The Tenant shall enjoy use of common areas as approved by the Landlord and in compliance with all rules and regulations regarding use of facilities.

2. TERM. The Premises are leased to the Tenant subject to all the terms, covenants and conditions in this Lease, for a term of twelve (12) months, commencing on July 1, 2023 and ending on June 30, 2024, and are terminable upon 30 days written notice by either party.

3. USE AND OCCUPANCY. The Tenant shall use the Premises only for the Tenant's normal activities. The Premises are available to the Tenant on the basis of the Landlord's calendar during normal work hours (7:00 a.m. to 8:00 p.m., Monday through Friday). The Premises are not available to the Tenant during the Landlord's holidays or emergency closings. The Tenant shall pay to the Landlord any out-of-pocket expenses for use outside of normal working hours.

4. RENT. The Tenant shall pay rent to the Landlord, at the address set forth in the first paragraph of this Lease, as follows. The annual rent shall be THREE THOUSAND DOLLARS (\$3,000.00), to be paid in twelve (12) equal monthly installments of TWO HUNDRED FIFTY DOLLARS (\$250.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS. The Landlord shall be responsible for, and shall perform at the Landlord's expense, all necessary structural repairs to the Premises and the building and all regular exterior maintenance, excepting such repairs as are occasioned by the Tenant's willful or negligent acts. Such structural repairs and exterior maintenance to be performed by the Landlord shall include, without limitation, repair and maintenance of foundations, bearing walls, exterior walls, sub-flooring, the roof, exterior doors, boiler(s), if any, the heating system, windows and skylights, if any. The Landlord shall also maintain the electrical, plumbing, sewage and air-conditioning systems, if any. The Landlord shall provide snow removal services, shall be responsible for opening and closing the building each day it is used by the Tenant and shall provide security for the building. The Tenant shall take possession of the Premises in its present condition. The Tenant shall use reasonable care to keep the Premises in good order. The Landlord shall be responsible for all sweeping and routine maintenance of the Premises. The Landlord shall furnish and, as may become necessary, shall replace exterior and interior light bulbs.

During the term of this Lease, or any renewal or extension hereof, the Tenant shall have the right to make renovations to the Premises only in accordance with plans and specifications approved in advance of such renovations by the Landlord.

At the expiration of the Lease term or any extension thereof, the Tenant shall vacate the Premises, leaving the same in broom clean condition. The Tenant shall not be responsible for removing any of the improvements to the Premises constructed by the Tenant or on the Tenant's behalf.

6. UTILITIES. The Landlord shall provide and pay the cost of all utility services, except phone and internet services, attributable to the Premises, including, without limitation, gas, electrical, water service and sewer rents. The Tenant shall have the phone and internet service maintained in Tenant's name and make all monthly payments for their services directly to the carriers selected.

7. COMPLIANCE WITH STATUTES AND INSURANCE REGULATIONS. With respect to its use and occupancy of the Premises, the Tenant shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction over the use and occupancy of the Premises. The Tenant will indemnify the Landlord against, and save the Landlord harmless from, any penalty, damage or charge imposed on account of any violation of this paragraph by the Tenant, its agents and employees. The Landlord shall, at its expense, comply with all valid requirements of fire underwriters and all ordinances, rules, orders and regulations of any governmental body having jurisdiction with respect to all aspects of the Premises and the improvements thereon other than those relating to the Tenant's use and occupancy. Such responsibility of the Landlord shall include the structure of the improvements on the Premises, the composition of such structures and the components thereof, the design and construction of such improvements, and the compliance as of the date of this Lease and during the term hereof of such improvements with all such valid governmental and insurance requirements. The Landlord will indemnify the Tenant against, and save the Tenant harmless from, any penalty or charge imposed and any damage incurred on account of any violation of this paragraph 7 by the Landlord, its agents and employees.

8. ACCESS TO PREMISES. The Landlord and its agents may enter and examine the Premises, in such a manner as not to interfere with the Tenant's use, at all reasonable times during business hours.

9. TOTAL OR PARTIAL DESTRUCTION. If the Premises are partially damaged by fire or other cause, the Landlord shall repair the damage, at its expense, and the rent shall be apportioned according to the portion of the Premises which is untenable until the repairs have been made. If the building on the Premises is totally destroyed, or is rendered untenable and unfit for occupancy by fire or other cause, and if the Landlord shall decide not to restore or rebuild, the Landlord may, within thirty (30) days after such casualty, give the Tenant written notice of such decision, which shall be given as provided in paragraph 21, and the term of this Lease

shall expire by lapse of time on the third day after such notice is given, and the Tenant shall vacate the Premises and surrender them to the Landlord promptly. If the Tenant is not in default under this Lease at its termination as provided in this paragraph, the Tenant's liability for rent shall cease as of the day following the casualty. The Tenant expressly waives the provisions of Section 227 of the Real Property Law and agrees that this Paragraph shall control instead.

10. **WAIVER OF SUBROGATION.** Each party waives on behalf of its property insurer, all claims or rights of subrogation of any such insurer, against the other party for loss of or damage to the property to insured, other than loss or damage resulting from the willful act of the other party. Each party will maintain adequate insurance in its property, provided, however, that:

- (a) such waiver shall be ineffective as to any insurer whose policy of insurance does not permit it;
- (b) each party seeking the benefit of the foregoing waiver shall:
 - (i) request the other party to submit copies of its insurance; and
 - (ii) pay any additional charge imposed upon the other party for such waiver.
- (c) neither party shall be liable to the other under subparagraph (b), except for willful failure to comply with any request pursuant to subparagraph (b).

11. **EMINENT DOMAIN.** If all or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the day possession is required for any public purposes, and the rent shall be paid up to that day, and from that day either the Landlord or the Tenant may, at its option, either:

- (a) cancel this Lease and declare it null and void as to the entire Premises; or
- (b) allow the Lease to continue under its terms, except that the rent shall be reduced in proportion to the amount of the Premises taken.

All damages awarded for any taking shall belong to the Landlord, whether they are awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, except for any portion of the award made to the Tenant for loss of business and except for any portion the award attributable to any improvements to the Premises made at the Tenant's expense.

12. **ASSIGNMENT AND SUBLETTING.** The Tenant shall not have the right to sublet or assign the Premises or any part thereof for the whole or any part of the term of this Lease, without the Landlord's prior written consent.

13. **INSURANCE.** The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for fire and other risk insurance on the Tenant's personal property on the Premises.

The Landlord shall not be liable to the Tenant for any loss or damage either to person or property. The Tenant shall hold the Landlord harmless from legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Tenant's use or occupancy of the Premises, occasioned wholly or in part by any negligent act or omission of the Tenant, its agents, contractors, employees or others claiming through the Tenant. The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for insurance coverage in the following amounts:

	Type of Policy	Limits of Liability
Workers' Compensation	Statutory	
NYS Disability	Statutory	
General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products/Completed
		Operations Aggregate
	\$1,000,000	Personal and
		Advertising Injury
	\$1,000,000	Per Occurrence
	\$ 250,000	Fire Damage
	\$ 5,000	Medical Payments

Additional Insured: The City School District of the City of Niagara Falls, New York, with respects to General Liability.

The Board of Education of the School District of the City of Niagara Falls will be held harmless from any and all damages due to Bodily Injury and Property Damage.

At least five (5) days prior to the commencement of the term of this Lease, the Tenant shall furnish the Landlord with a certificate of such insurance, which shall provide that it shall not be cancelable, except upon thirty (30) days prior written notice to the Landlord.

14. **NON-WAIVER.** The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver for the future of the performance of any such covenants or conditions.

15. **DEFAULT.** If the Tenant defaults in the payment for the rent, or any part of it, and such default continues for a period of fifteen (15) days, or if the Tenant defaults in the performance of any of the other covenants and conditions of this Lease on the part of the Tenant to be performed, and such default continues for a period of thirty (30) days after notice pursuant to paragraph 21 of this Lease, or if the Tenant has not commenced to cure such default and does not continue diligently thereafter to effect a cure of such default after such notice, the Landlord may serve a written notice pursuant to paragraph 21 of this Lease upon the Tenant that the Landlord elects to terminate this Lease upon a specified date not less than fifteen (15) days after the date of the serving of such written notice, and this Lease shall expire on the date so specified as if that date had been the original date fixed as the expiration date of the term herein granted, and the Landlord may, immediately or at any time thereafter, re-enter and resume possession of the Premises.

16. **FIXTURES REMOVAL.** Upon the termination of this Lease, the Tenant may remove any of its equipment or trade fixtures regardless of whether they are affixed to the Premises, provided that the Tenant shall repair any damage to the Premises as a result of such removal, and shall restore the Premises to their condition as of the commencement date of this Lease, reasonable wear and tear excepted.

17. **QUIET ENJOYMENT.** Upon the Tenant's payment of the rent and performance of all of the covenants and conditions on its part to be performed, the Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby granted without hindrance or interruption by the Landlord, subject to the covenants and conditions of this Lease.

18. **LIABILITY.** The Landlord and its agents and employees shall not be liable for, and the Tenant waives, any and all claims for damages to persons and property sustained by the Tenant or its agents, employees, invitees, or any person claiming through such parties, resulting from any accident or occurrence upon the Premises, except for the negligence of the Landlord or its agents and employees. This waiver shall include, but not be limited to, claims for damage to person or property resulting from any equipment or appurtenance out of repair, defective electrical, heating, air-conditioning, plumbing, sewer, water systems or installations or from the operation of such equipment or installation, or damage by broken glass, ice, water, snow, gas entering the Premises, or for the acts, omissions or negligence of trespassers.

19. **BROKER.** No broker brought about this Lease, and neither party owes any commission as a result of its execution.

20. **NOTICE.** All notices required under this Lease shall be given by certified mail, return receipt requested. Notices shall be sent to the Landlord or the Tenant, as the case may be, at the address set forth in the first paragraph of this Lease. Either party may change its address by notifying the other of such change.

21. **MODIFICATIONS.** This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. The terms, covenants and conditions contained in this Lease shall bind, and inure to the benefit of, the Landlord and the Tenant and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD: CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

By

President

TENANT: NIAGARA FALLS TEACHERS' CREDIT
UNION

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

**APPROVAL OF RESOLUTION ON COOPERATIVE PURCHASING THROUGH THE ORLEANS-
NIAGARA BOCES, AND/OR VARIOUS MUNICIPALITIES AND GOVERNMENT AGENCIES**

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

WHEREAS, It is the plan of a number of public school districts in Orleans and Niagara Counties, New York, to bid jointly on bread/bread products, ice cream, chlorine, pizza, athletic equipment, custodial supplies, fuels and any other commodity items which would benefit the Niagara Falls School District; and

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, wishes to participate in the cooperative bidding program through BOCES and/or any other municipality or Government Agency which would benefit the District and expand its purchasing power. This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors; and

WHEREAS, The Board of Education of the City School District of the City of Niagara Falls, appoint the Purchasing Agent to represent it in all matters related above; therefore, be it

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls, agrees that when participating in a cooperative bid prepared and offered through BOCES, to abide by majority decision of the participating districts in regard to quality standards relating to the items being bid; and be it further

RESOLVED, That the Board of Education of the City School District of the City of Niagara Falls agrees that unless all bids are rejected, it will, in its best interest, award contracts

according to the recommendations of the group subsequent to their review of the qualifications of the bidder; and be it further

RESOLVED, That any award of contract(s) will be conducted and all negotiations will take place directly between the successful bidder and the District for any procurement of goods or services from said bid(s); and be it further

RESOLVED, That the District may purchase from those bids awarded by other public entities which subject to the rules promulgated by the office of Governmental Services and in compliance with General Municipal Purchasing laws and regulations, would be in the best interest of the City School District of the City of Niagara Falls.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 2023- 2024

WHEREAS, The City School District of the City of Niagara Falls has established a retirement plan (the "Plan") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, It is the recommendation of the administration that the District renew the services of the Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs; and

WHEREAS, The effective date of this Agreement is July 1, 2023, expiring on June 30, 2024 unless cancelled by either party with 30 days written notice; and

WHEREAS, That the annual maintenance fee is now determined by the particular "Preferred Provider (P3) Program" selected by the District to participate in; and

WHEREAS, the District has selected the Limited Preferred Provider Program option for a 2023-24 cost of \$1,500.00 as well as the additional cost of \$72.00 for 10 Non-P3 Service Provider accounts grandfathered and paid by the District.; therefore, be it

RESOLVED, That the Board approve the Agreement with Omni Financial Group, Inc. to provide professional review, administrative and IRS tax-compliant services for the District's 403(b), 457(b), and tax-deferred investment programs (a copy of which is attached); and further be it

RESOLVED, That the annual maintenance fee for 2023-2024 is \$1,572.00; and further be it

RESOLVED, That this Agreement will commence on July 6, 2023 and expire on June 30, 2024 unless cancelled by either party with 30 days written notice; therefore be it

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute the Agreement; and be it further

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



Services Agreement Reinstatement

Name of Employer: Niagara Falls City SD

The Services Agreement for the fiscal year Jul 1, 2022 – Jun 30, 2023, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2023 - Jun 30, 2024, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2023, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/23.

FEE SCHEDULE FOR 2023-2024 YEAR

Billing Type: Preferred Provider Program (P3) P3 - Limited

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$1,500.00	\$1,500.00
<u>Non-P3 Service Provider 403(b)*</u>	2	\$36.00	\$72.00
<u>457(b) Accounts</u>	0	\$36.00	Included
<u>Vanguard Accounts**</u>	0	\$36.00	\$.00
Total 2023-2024			\$1,572.00

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF AGREEMENT WITH CAPITAL MARKETS ADVISORS, LLC AS BOND CONSULTANT TO ASSIST IN THE SALE OF BONDS AND NOTES BY THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ITS NORMAL COURSE OF BUSINESS AND CASH FLOW OPERATIONS FOR 2023-2024

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

WHEREAS, The District has the need to sell notes and bonds as part of its business and cash flow operations; and

WHEREAS, The District has determined that it wants to continually evaluate and maximize the use of school building aid, NYS EXCEL funding, Greenway financing and other creative financing

instruments to relieve the local residents of Niagara Falls from added costs to finance its capital projects and various cash flow needs; and

WHEREAS, Capital Markets Advisors, LLC, is a highly respected local bond consultant with expertise in financing for school capital projects; and

WHEREAS, the District previously approved a three-year Agreement with Capital Markets Advisors, LLC dated June 1, 2016, subject however to approval in July of each year by the District; and

WHEREAS, the District desires to continue the Agreement with Capital Markets Advisors for an additional year effective July 1, 2023 and to terminate June 30, 2024, and

WHEREAS the Agreement as proposed contains the fee structure for Capital Markets Advisors, LLC including fees for services connected with issuance of bonds for capital projects, which will be include as incidental expenses in the capital project budget and hourly rate of \$160.00 fee to be charged for other state aid filings and financial advisory services, as the District may need from time to time; now therefore, be it

RESOLVED that the Board of Education hereby approves the Agreement retaining Capital Markets Advisors, LLC as a Bond Consultant and Financial Advisor to the District for 2023-2024, a copy of which is attached; and be it further

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

RESOLVED that the President of the 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.

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement has been entered into this 1st day of July 2023 by and between the City School District of the City of Niagara Falls, Niagara County, NY ("Client") a limited liability company created under the laws of the State of New York and having its places of business at 11 Grace Avenue, Great Neck, New York 11021 and 4211 North Buffalo Road, Suite 19, Orchard Park, NY 14127.

Section 1 Financial Advisory Services

Advisor will provide professional consultation on issues related to the structure, term and issuance of the District's short and long term debt in connection with serial bond, bond anticipation note and tax/revenue anticipation note financings, (collectively the "Issue") undertaken by the District during the term of this Agreement including:

1. Meeting with the District's Superintendent, School Business Administrator, Architect and Construction Manager to review the District's capital improvement program.
2. Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, credit rating process and market conditions.
3. Providing the financial expertise necessary to improve and maintain the District's credit rating in the bond and note market. The Advisor will provide information on pertinent market factors and historical trends in interest rates and yields.
4. Maintaining relationships with the credit rating agencies, coordinating presentations as needed and conducting training sessions for the District's Board of Education as may be necessary.
5. Preparing a financial plan for the current and future project to include the structure for debt issuance (BANs, RANs and Bonds), taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
6. Recommending alternative financing methods and the use of enhancements when appropriate.
7. Assisting the District with the selection of other professional service providers such as a financial printer, escrow agent, trustee and verification agent.
8. Coordinating the sale of debt with municipal officials, Bond Counsel, underwriters, insurers and prospective investors.
9. Assisting with the preparation of the Official Statement and other documents necessary to conduct bond and note sales.
10. Assisting with the preparation and filing of the debt statement for negotiated or competitively sold bond issues.
11. Coordinating the printing and dissemination by regular mail, e-mail and web posting of a Notice of Sale and Official Statement under which the bonds or notes are to be offered.
12. Assist with the advertisement of District debt sales in appropriate publications like The Bond Buyer.
13. Conduct bond and note sales at our offices, verify bids and make recommendations as to award.
14. Coordinate the closing of all debt issues among District officials, purchasers, Bond Counsel, DTC, rating agencies and other interested parties.

Section 2: Services Unrelated to a Specific Financing – Special Projects

1. Assuring compliance with IRS and SEC regulations and requirements such as the District's annual continuing disclosure obligation, material event notices and arbitrage reporting.
 2. Upon request, assisting the District with the preparation and submission of SED forms and reports required to maximize and justify the District's State Aid claims. Complete and/or review various state aid forms such as the SA-139 "Request for Building Project Data", SA-132 "Serial Bond Schedule", the SA-135 "Bond Anticipation Note Schedule," and "Final Cost Report" for execution and filing by the District officials. Monitor Prospective Amortized Building Aid for variance from anticipated levels.
 3. Perform such other duties as necessary to insure the timely and efficient issuance of the District's debt and compliance with all Local, State and Federal Laws and regulations that pertain to District investments and debt.
 4. Work with District officials to maintain and improve its credit rating, including as appropriate, analyzing data, conducting comparative analysis of comparable credits and preparing for rating presentation calls.
 5. Together with the Architect and Clerk of Works/Construction Manager, assist in the creation of an estimated cash flow for the project.
 6. Assist in estimating appropriate Debt Service Budget figures based on the evolving Financial Plan.
 7. If requested, attend and participate in Board meetings, work sessions, or public information meetings.
 8. Prepare interim reports concerning financial matters of the project, as requested
 9. Assist with documentation and public relations related to Long-Range Financial Planning.
- Make public presentations, or be available as a resource, in connection with public meetings.

Section 3 Compensation

For Advisor's performance of services on behalf of Client as hereof, Advisor's fees associated with each issuance or service will be as follows:

For Serial Bond issues with an Official Statement: a base fee of \$6,500 plus \$0.85 per each \$1,000 of the par amount of bonds issued, with a minimum of \$9,500, plus out of pocket expenses.

For Refunding Serial Bond issues sold via Negotiated or Competitive Sale with an Official Statement: fee is subject to negotiation between the District and CMA based upon par amount and complexity of the transaction.

For Bond, Tax and Revenue Anticipation Note issues with an Official Statement: a base fee of \$5,500 plus \$0.55 per each \$1,000 of the par amount of notes issued, with a minimum of \$4,500, plus out of pocket expenses.

For Serial or Statutory Installment Bond Issues less than \$1,000,000 using a Term Sheet (No Official Statement): a fee of \$2,900.

For Bond, Tax and Revenue Anticipation Note issues less than \$1,000,000 using a Term Sheet (No Official Statement): a fee of \$1,800.

Continuing Secondary Market Disclosure: CMA will charge a flat fee of \$1,950 for Continuing Disclosure inclusive of all required Material Event Notice filings.

All other work for services rendered to the District at the District's request but unrelated to a specific bond or note issue, including State Aid filings, at the current hourly rate of \$160.

Out of Pocket Expenses includes mailing fees, meeting expenses, internet distribution and if necessary, out-of-town travel reimbursable at current IRS rates.

Fees to Other Service Providers: In addition to fees paid to CMA for each financing, the District should expect to pay fees to Bond Counsel, and for serial bonds only, credit rating agency fees, municipal bond insurers, a financial printer, a local newspaper and/or the Bond Buyer for publication of legally required notices.

Client will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, rating agency, legal advertising and other associated issuance expenses.

Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

Section 4 Term of Agreement

The term of this Agreement shall be for three (3) years from the date hereof.

Section 5 Required Regulatory Disclosure

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov; and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 Disclosure Duties of Non-Solicitor Municipal Advisors

Capital Markets Advisors, LLC ("CMA") is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure:

MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA is currently subject to allegations made by the SEC in an action filed on June 14, 2022
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has fully described the SEC's allegations on Form MA and Form MA-I filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures:

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 7 Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

CAPITAL MARKETS ADVISORS, LLC Niagara Falls City School District
FEDERAL TAX I.D.: 02-0582108

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF AGREEMENT WITH RUFFELL REIMBURSEMENTS TO PROVIDE PROFESSIONAL REVIEW, ADMINISTRATIVE AND NYSED COMPLIANT SERVICES FOR THE DISTRICT' S STAC PROCESSING PROGRAM 2023- 2024

WHEREAS, The Niagara Falls City School District has a significant number of high need, high cost students; and

WHEREAS, the process for aiding those high costs is through the New York State Education Departments System to Track and Account for Children (STAC) and

WHEREAS, The administration recommends the District renew the services of Ruffell Reimbursements, for the processing and submission of STAC paperwork and information to the New York State Department of Education State Aid Division for the school year 2023 – 2024; and

WHEREAS, District staff, recognizing the excellent work and cooperation Ruffell Reimbursements has demonstrated in the performance of its contracted duties; therefore be it

RESOLVED, That the Board approves the Agreement with Ruffell Reimbursements' providing professional review, administrative, and submission services to the NYSED STAC Unit (a copy of which is attached); and further be it

RESOLVED, That the annual fee for school year 2023-2024 be \$13,680, which will be paid at a rate of \$1,140 per month for term commencing July 1, 2023 and ending June 30, 2024, a copy of which is attached; and further be it

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 the Agreement; and

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



Ruffell Reimbursements

626 Maris Run
Webster, NY 14580

(585) 861-2300
RuffRBS@Rochester.RR.com

Re: Agreement for Contractual Services

This document describes the agreement between Niagara Falls City School District and Ruffell Reimbursements to provide services to obtain reimbursement for STAC as provided by the District.

Date of Contract July 1, 2023- June 30, 2024

Compensation \$ 13,680.00 Annually or \$ 1140.00 /Monthly

Service Agreement This Agreement remains current unless there is a change in services or compensation. At that time an amendment can be made to the Agreement. If either party is not satisfied with services or compensation, a written notice of 60 days must be provided to terminate this Agreement. If Agreement is terminated, all invoices must be paid up until the 60th day of termination.

Payment for Services Payments shall be based on monthly invoices and billed at \$ 1140.00 /month. Payment will be due to Ruffell Reimbursements the fifteenth day of each month for the prior month of service. Statements must detail services rendered for that specific month period of service.

District Contract The Contractor will routinely report to Rebecca Holody, Administrator for School Business Services. Reimbursement reports of activities will be prepared for the School District upon request.

Services to be performed STAC:
• Contractor will submit for STAC reimbursement for School-Age students throughout the school year. See Statement of Services for more detailed information.

Services as an Independent Contractor does not entitle us to contractual benefits as provided to the employees of the District, including unemployment insurance, workers compensation insurance, disability insurance, social security contributions, hospitalization, health related insurance or liability insurance. We are responsible for securing these services for ourselves. In addition, we are reminded that contractual payments for personal services do not withhold monies for State or Federal Taxes as would be the case of a District employee.

Also, as an Independent contractor, we do not have the right to be indemnified by the District for claims brought against the District, which relates to our negligence in providing such services.

I hereby acknowledge and agree to the conditions of this agreement for the services as specified here

J. Ruffell 5/12/23
Joy Ruffell - Owner Date

Appropriate Business Official Date

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

**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, 2023 - JUNE 30, 2024**

WHEREAS, The District will utilize the services of Buffalo Special Investigations, LLC to provide daily security services for bank deposit pick-ups from all District schools; and

WHEREAS, The District desires to re-affirm its contractual relationship with Buffalo Special Investigations, LLC; and

WHEREAS, The agreed upon fee for the services rendered by Buffalo Special Investigations, LLC may be found in the attached Contract; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Board hereby approves the Contract with Buffalo Special Investigations, LLC to provide daily security services for bank deposit pick-ups from all District schools, a copy of which is attached; 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 PROFESSIONAL SERVICE BY INDEPENDENT CONTRACTOR

Buffalo Special Investigations Agreement

This Contract for security and/or patrol services is made between, Buffalo Special Investigations (BSI), 700 Broadway Street Buffalo, New York 14212 and, City School District of the City of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 commencing July 1, 2023 – June 30, 2024.

Buffalo Special Investigations (BSI) and City School District of the City of Niagara Falls mutually agree to the following:

1. BSI, will provide daily security services for bank deposit pick-ups from all District schools located within the City of Niagara Falls.
2. BSI, services will be provided by one unarmed uniformed security officer. The security officer will provide his/her own transportation for the bank deposit pick-ups at no cost to the School District.
3. BSI, shall to the fullest extent permitted by law, agree to defend, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all liability, costs, losses, damages, claims or actions (including costs and attorneys fees) for bodily injury and/or property damage arising out of services performed pursuant to this Agreement.
4. BSI, shall maintain general liability insurance in amount(s) acceptable to the School District, with a minimum of \$2,000,000. All policies shall name the School District as additional party insured on a primary and non-contributory basis. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

Rates:

1. BSI, will be compensated for services not to exceed Twenty-five (25) hours per week in accordance with the following rate schedule:
 - a. Straight Time \$ 25.00 per hour
 - b. Holiday Time (2.0) \$ 50.00 per hour
2. Service will be billed monthly. Payment is due upon receipt of the bill.

Termination:

1. This Contract shall commence July 1, 2023 and terminate June 30, 2024 provided however this Contract may sooner terminate upon either party giving the other 30 day written notice of its intention to so terminate the Agreement. Changes may likewise be initiated by either party, in writing, 30 days prior to effective date of the change.

For City School District of the City
of Niagara Falls:

For Buffalo Special Investigations:

Name

Name

Title

Date

Title

Date

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR FOR GRANT PREPARATION-BATTAGLIA & ASSOCIATES RESOURCE DEVELOPMENT CONSULTANTS, INC. 2023-2024

WHEREAS, The District desires to retain Battaglia & Associates Resource Development Consultants, Inc. as an independent consultant to render professional grant application preparation services; and

WHEREAS, The current term of this Contract for such purpose is July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be paid according to the fee schedule attached to the Contract (Attachment A); therefore be it

RESOLVED, That the Contract for professional consultant services by an independent contractor for grant application preparation between the City School District of the City of Niagara Falls and Battaglia & Associates Resource Development Consultants, Inc., attached hereto, be approved; and be it further

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 GRANT APPLICATION PREPARATION BY
BY INDEPENDENT CONSULTANT**

THIS CONTRACT, made this 1st day of July, 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 Battaglia & Associates Resource Development Consultants, Inc., 4498 Main Street, Suite 22, Amherst, NY 14226, the second party.

WITNESSETH:

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

1. **Engagement of Second Party:** The first party hereby engages the second party as an independent consultant to render to the first party professional grant application preparation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. **Professional Services and Duties of the Second Party:** The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant preparation which services shall include but not be limited to the following:

- a. Federal Grant Preparation
- b. State/Local/Public Funding Source Grant Preparation
- c. Foundation/Corporate Proposal Preparation

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant preparation.

3. **Relationship Between the Parties:** The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. **Compensation to Second Party:** Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for her services as per "Attachment A". The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

In addition to payment upon invoice for duties performed per "Attachment A", in the event the Superintendent of Schools requests that the Consultant(s) attend seminars and/or conferences pertinent to potential grant opportunities which may benefit the District, its students, staff and programs, the second party shall also submit invoices and receipts for travel and attendance at such seminars and/or conferences. The second party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. License: The second party shall have a valid NYS Fundraising Council License as required by the New York State Office of the Attorney General.

6. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

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

8. Term of Contract: This Contract shall be effective from July 1, 2023 through June 30, 2024, 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 Contract 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

Marie Battaglia

President, Board of Education

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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-2024-2024

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

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

WHEREAS, The term of the Agreement will commence on July 1, 2023 through June 30, 2024, and

WHEREAS, The fee for these services is \$75,000.00 which is to be paid in two payments of \$37,500 payable on December 1, 2023 and June 1, 2024; therefore be it resolved

RESOLVED, That the Board of Education approves the Agreement with Niagara Falls Memorial Medical Center, attached hereto, for physical rehabilitation services for students participating in athletic activities commencing July 1, 2023 and terminating June 30, 2024; and

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

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

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

PHYSICAL REHABILITATION AGREEMENT
Between
NIAGARA FALLS MEMORIAL MEDICAL CENTER
and
Niagara Falls High School
2023-2024 School Year

This Physical Rehabilitation Agreement, made this 31st day of May, 2023 by and between NIAGARA FALLS MEMORIAL MEDICAL CENTER, (the Hospital or NFMCMC) and NIAGARA FALLS HIGH SCHOOL (the Agency) (individually the Party, collectively the Parties).

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

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

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

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

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

1. OBLIGATIONS OF HOSPITAL

- a) Provide the services of two (2) certified athletic trainers with athletic trainer A working approximately 35 hours per week and athletic trainer B approximately 25 hours per week each total to the agency, as indicated in Attachment(s) A and B. An average of 32 hours per week will be rendered to Niagara Falls High School during the fall, winter, and spring sport seasons.
- b) Athletic trainer coverage will be concentrated on those days of highest athletic participation and/or days of contact and collision-type sports activity.
- c) The athletic trainer(s) will be BOC certified.
- d) Maintain an adequate quality control program in compliance with the requirements of the New York State Department of Health and in accordance with all applicable rules and regulations promulgated by local, state and federal regulatory agencies and other appropriate public or private licensing or accrediting organizations. Upon request of Agency, Hospital will provide verification of such New York State licensure.
- e) Perform all functions in compliance with applicable guidelines issued by Medicare and Medicaid.
- f) Represents that its employees are, and will be, adequately trained, as is appropriate to the nature of the services they are performing, in accordance with 29 CFR 1910.1030 et seq, the OSHA Bloodborne Pathogens regulations (the "Regulations").
- g) Provide for the preparation of appropriate reports and documentation in connection with the services rendered pursuant to this Agreement.
- h) Provide services in a prompt and efficient manner.
- i) Provide such services in the same manner, in accordance with the same standards, as are offered to other Hospital patients.
- j) Hospital represents and warrants that it will not seek payment from the student or students parent/guardian, his/her physician or any other party or payor for services provided pursuant to this Agreement.

2. OBLIGATION OF AGENCY

- a) Pay to the Hospital the compensation under this Agreement in a timely manner, pursuant to Section 4.

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

3. MUTUAL OBLIGATIONS AND AGREEMENTS

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

- a) Scheduling for athletic trainer's services will be arranged between the Agency and the Hospital's Director of Sports Medicine, pursuant to Exhibit B, attached. Such hours shall be amended by the mutual written consent of the Parties. The duties and responsibilities performed by such athletic trainers while working at or for Niagara Falls High School as herein provided will be supervised, directed, and controlled by the Niagara Falls High School and its administrative personnel.
- b) The location for services will be determined by the Hospital and the Agency's Executive Director, pursuant to Exhibit B.
- c) Nothing contained in this Agreement shall prohibit the Parties from exercising independent professional judgment.
- d) Nothing contained in this Agreement shall affect the independent operations of either Party.
- e) Nothing contained in this Agreement shall create any contractual third party beneficiary liability upon the parties to any other person, patient or otherwise.
- f) Nothing contained in this Agreement shall restrict either Party from entering into a similar agreement with other entities performing like services.
- g) Nothing contained in this Agreement shall place liability for the debts or obligations of one Party upon the other.
- h) To adhere to State and federal laws prohibiting discrimination on the basis of race, creed, color, national origin, sex, age, sponsor, political affiliation or citizenship status.
- i) No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of god or the public enemy, flood, storms or any statute, regulation, rule or action of any federal, state or local government or any agency thereof. In addition, no party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations, other than direct patient care, due to strikes or other labor activities.
- j) Hospital has in place a Compliance Program and Code of Conduct which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. It focuses on risk management, the promotion of good corporate citizenship, including a commitment to uphold standard of ethical and legal business practices, and the prevention of misconduct. Agency acknowledges Hospital's commitment to compliance and corporate responsibility and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy and objectives of the Compliance Program and Code of Conduct adopted by Hospital.
- k) Agency acknowledges Hospital's affirmative obligation to comply with Federal regulations prohibiting Hospital from contracting with individuals or entities that have been excluded from participation in Medicare or other government funded health care programs. Accordingly, Agency hereby acknowledges it is not an excluded entity, or employs, or is owned or operated by an excluded individual, as defined at § 1128 and I 128A of the Social Security Act.
- l) The Agency shall indemnify and hold the Hospital harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Agency and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.
- m) The Hospital shall indemnify and hold the Agency harmless against any and all suits, claims, demands or liabilities arising out of, or in any way connected to, any acts or omission to act by the Hospital and its agents, officers and employees undertaken or required by or otherwise arising out of the performance of this Agreement.

4. COMPENSATION

Hospital and Agency agree that Hospital shall be compensated for services rendered for 2023-2024 pursuant to this Agreement in the amount of Seventy-Five Thousand dollars (\$75,000.00) as full compensation for Physical Rehabilitation Services rendered under this Agreement. Accrued fees will be paid to the Hospital in two payments of \$37,500.00, one each due and payable on December 1, 2023 and June 1, 2024. Such compensation shall be considered full payment to the hospital for Services rendered hereunder.

5. INSURANCE

- a) The hospital agrees to maintain general and professional liability insurance and Agency agrees to maintain general liability insurance in amounts sufficient to cover the acts and omissions of their respective employees for services rendered pursuant to this Agreement.
- b) Upon request, Hospital and Agency agree to furnish each other with a current and valid Certificate of insurance relating to the extent of professional liability insurance and each Party agrees to keep and to maintain said insurance coverages in full force and effect during the term of this Agreement. Any modification or alteration of such coverage or program, by either Party, which shall have a material effect on the Section, shall be promptly communicated to the other Party.

6. INDEPENDENT CONTRACTOR

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

7. ACCESS TO RECORDS

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

8. TERM

The Term of this Agreement will commence on July 1, 2023 and terminate on June 30th, 2024 unless sooner terminated in accordance with the provisions of Section 9.

9. TERMINATION

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

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

10. USE OF NAME

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

11. REFERRALS

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

12. COMPLIANCE WITH LAW

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

13. GOVERNING LAW

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

14. BUSINESS ASSOCIATES

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

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

15. ASSIGNMENT

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

16. AMENDMENT

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

17. PRIOR AGREEMENTS

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

18. WAIVER

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

19. NOTICES

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

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

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

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

20. CAPTIONS

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

21. ENTIRE AGREEMENT

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

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

By: _____

Name: _____

Title: _____

Date: _____

Niagara Falls Memorial Medical Center

By: _____

Joseph A. Ruffolo, President & CEO

Date: _____

EXHIBIT A SERVICES

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

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

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

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

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

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

F. ATC will manage the distribution of AED's to the coaching staffs of each season at NFHS. AT staff will work with Niagara Orleans BOCES safety rep on maintenance of AEDs on an annual basis.

G. Athletic training staff will work with Athletic dept. on implementing and managing concussion management policy and meet with Concussion Management Team (CMT) on an annual basis. The AT staff will provide an annual report to the district superintendent based on concussion statistics for the school year that will show trends of concussion such as sports specific, gender, age, and mechanism of injury.

EXHIBIT B

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

The (2) certified athletic trainer(s) (AT's) provided by NFMMC Rehabilitation Services will be BOC certified and NYS registered, and will work approximately 32-35 hours per week (AT (a) 35 hours per week, AT (b) approx. 20-25 hours per week). Coverage for Niagara Falls High School will be during the fall, winter, and spring sports seasons with coverage to be concentrated on days of highest athletic participation and/or days of contact and collision type sports activity.

Typical Hours of Service will be:

Fall season:

Staffed AT for preseason summer camps (football, soccer, x-country, volleyball, swimming)

Staffed AT in training room at NFHS/field house (AT (a) 12pm-6pm, AT (b) 3-6) M-F on non-game days

On-site AT for home football, home men's and women's soccer games, home men's and women's volleyball matches, home women's swim meets

AT for away Varsity and JV football games

AT for Home modified football games

Saturday hours TBD based on practice and game schedule

Winter season:

AT for home NFL (Niagara Frontier League) wrestling matches (No tournaments unless held at NFHS), Home men's and women's basketball games. Travel with basketball during playoffs when feasible.

AT for home men's swim meets

AT for home modified wrestling matches
AT for home and away Varsity federation hockey games schedule TBD and AT for playoff games.
Staffed AT in training room at NFHS/field house (AT (a) 12pm-6pm, AT (b) 3-6) M-F on non-game days
Saturday hours TBD as per need

Spring season:

AT for home V and JV baseball/softball games, home track meets for V, JV, and modified, Modified, JV and Varsity Women's Lacrosse games
Varsity flag football home games
Staffed AT in training room at NFHS/field house (AT (a) 12pm-6pm, AT (b) 3-6) M-F on non-game days
Saturday hours TBD as per need

Additional needs for NFMCC AT staff: The NFCSO will provide school district e-mails for the Athletic Training staff to provide information to coaching staffs and to access district issued medical programs to improve communication and accuracy of information regarding student athletes from the NFCSO.

EXHIBIT C

Athletic Trainers when Disqualifying students within the sport season

- Send an email to group including Secondary nurses, Medical Director, Athletic Director, Athletic Office Secretary, Athletic trainers stating DQ from sports.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 JULY 1, 23 - SEPTEMBER 30, 2024

WHEREAS, Maintaining a safe and orderly environment in our schools has been and continues to be of paramount importance to the students, staff, parents, and community; and

WHEREAS, To that end, the City School District of the City of Niagara Falls previously approved Municipal Cooperation Agreements with the City of Niagara Falls, providing the services of uniformed police officers to serve as School Resource Officers in the High School and Preparatory Schools, which Municipal Cooperation Agreements were effective through June 30, 2023; and

WHEREAS, In order to continue the services of the uniformed Police Officers as School Resource Officers in Niagara Falls High School and Gaskill and LaSalle Preparatory Schools through the 2023-2024 school year, with a uniformed Police Officer as a rotating School Resource Officer to service the District's eight (8) Elementary Schools, the Superintendent recommends the approval of a new Municipal Cooperation Agreement providing for the continuation of the services of five (5) uniformed Police Officers as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2023 through June 30, 2024 and two (2) uniformed Police Officers as Security Officers for period July 1, 2023 through June 30, 2024 at a cost not to exceed \$528,640.02, together with any cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement; and

WHEREAS, The Municipal Cooperation Agreement should be approved so that the services of Police Officers as School Resource Officers continue for period from July 1, 2023 through June 30, 2024; therefore be it

RESOLVED, that the Board of Education hereby approves the Municipal Cooperation Agreement between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York, for the services of five (5) Police Officers to serve as School Resource Officers. Three (3) uniformed Police Officers for period September 1, 2023 through June 30, 2024 and two (2) uniformed Police Officers as School Resource Officers for period July 1, 2023 through June 30, 2024 at a cost not to exceed \$528,640.02, together with any cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement; and be it further

RESOLVED, that the Municipal Cooperation Agreement is subject to such modifications as the Superintendent and School District Attorney deem appropriate; and be it further
RESOLVED, that the President of the Board be authorized and directed to execute such Municipal Cooperation Agreement; and
RESOLVED, that the District Clerk be directed to obtain the signature of the President of the Board.

MUNICIPAL COOPERATION AGREEMENT

SCHOOL RESOURCE OFFICERS - 2023-24

This Municipal Cooperation Agreement (the "Agreement") made this ____ day of 2023 and effective the 1st day of July, 2023 by and between the OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS organized under the laws of the State of New York with offices at 630 - 66th Street, Niagara Falls, NY 14304 (the "DISTRICT").

WITNESSETH:

WHEREAS, the CITY employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the DISTRICT has as one of its buildings the Niagara Falls High School located at 4455 Porter Road, Niagara Falls, NY, (the "High School") which is home to approximately 2300 faculty, staff and students; and also owns and operates LaSalle Prep School located at 7436 Buffalo Avenue, Niagara Falls, NY, and Gaskill Prep School located at 910 Hyde Park Boulevard, Niagara Falls, NY, (the "Prep Schools"); and owns and operates eight elementary schools: H.F. Abate Elementary School located at 1625 Lockport Street, Niagara Falls, NY; Cataract Elementary School located at 6431 Girard Avenue, Niagara Falls, NY; G.J. Mann Elementary School located at 1330 - 95th Street, Niagara Falls, NY; Hyde Park Elementary School located at 1620 Hyde Park Blvd, Niagara Falls, NY; H.J. Kalfas Elementary School located at 1800 Beech Avenue, Niagara Falls, NY; Maple Avenue Elementary School located at 952 Maple Avenue, Niagara Falls, NY; Bloneva Bond Primary School located at 2513 Niagara Street, Niagara Falls, NY; 79th Street School located at 551 - 79th Street ("Elementary Schools"); and

WHEREAS, in year 2000, the DISTRICT identified the need for a sworn, uniformed full-time Police Officer employed by the Niagara Falls Police Department ("NFPD") to serve as a School Resource Officer ("SRO"); and

WHEREAS, the duties and expectations of the SRO are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the DISTRICT believes that it is in the best interest of the DISTRICT and its faculty, staff and students to have SROs on site at the High School and at the Prep Schools at times when faculty, staff and students are present; and

WHEREAS, the CITY and the DISTRICT had discussions about NFPD Officers being detailed at the High School, the Prep Schools and the Elementary Schools which resulted in an agreement between the CITY and the DISTRICT to have two (2) NFPD Officers acting as SROs detailed at the High School; one (1) SRO detailed at Gaskill Prep School; one (1) SRO detailed at LaSalle Prep School; and one (1) SRO detailed to rotate among the Elementary Schools, with the DISTRICT reimbursing the CITY for the full cost of these SROs; and

WHEREAS, this arrangement has proven to be beneficial to both the DISTRICT and the CITY; and

WHEREAS, the CITY and the DISTRICT wish to continue this arrangement for the DISTRICT's academic year commencing on July 1, 2023 and concluding June 30, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CITY and the DISTRICT hereby agree as follows:

1. TERM. The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless sooner terminated in accordance with the terms of this Agreement.
2. PAYMENT. The DISTRICT agrees to reimburse the CITY for the entire cost of the two (2) SROs detailed to the High School July 1, 2023 through June 30, 2024; the two (2) SROs detailed to the Prep Schools; and one (1) SRO detailed to rotate among the Elementary Schools, September 1, 2023 through June 30, 2024. The total cost is estimated to be the sum of \$528,640.02 plus any cost adjustments or increases incurred by the CITY pursuant to the Collective Bargaining Agreement (the "CBA") in place between the CITY and the CITY of Niagara Falls Police Club, of which the individuals designated to serve as SROs are members. The DISTRICT agrees to reimburse the CITY in two payments for the cost of the SROs. The first such payment shall be due and payable on January 31, 2024 in the amount of \$232,602.00 and the second such payment in the amount of \$296,038.02 is due and payable on June 30, 2024 together with any adjustments made pursuant to the CBA referred to herein. Payments shall be made by the DISTRICT to the CITY within thirty (30) days of the due date. In addition, the DISTRICT agrees to reimburse the CITY for the cost of any special training obtained by the SROs which is unique and specialized for an SRO position. The DISTRICT must first agree that any such training is necessary and desirable in order for such reimbursement to occur. The DISTRICT also agrees to reimburse the CITY for any overtime costs incurred by the CITY that results from the DISTRICT requiring any or all of the SROs to be present at DISTRICT events or activities outside the usual SRO work day.
3. COST OVERRUNS. The CITY and the DISTRICT agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in Paragraph 2 above which may be necessitated as a result of the CBA referred to herein.
4. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the SROs shall be determined by the SROs' supervisor at NFPD in consultation with the DISTRICT's Superintendent or his designee. The CITY agrees that the NFPD Officers designated as the SROs shall report for duty at the High School and the Prep Schools on days and times designated by the SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee. On days when the High School and/or the Prep Schools may not be in session, or when the SROs are not scheduled to report to the High School or the Prep Schools for any other reason, the DISTRICT may utilize the SROs elsewhere in

the DISTRICT as determined by the SROs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee.

5. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the SROs and the amount to be paid by the DISTRICT except as provided in Paragraph 2 hereof without the prior written approval of both the CITY and the DISTRICT. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the SROs' position. Any changes which are substantive or alter the scope, intent or basic elements of the SROs' position will be implemented by an amendment to this Agreement, provided the same are acceptable to both the CITY and the DISTRICT.
6. RECORDS. The DISTRICT agrees to keep full and accurate records regarding the hours worked by the SROs at the High School and the Prep Schools and or any other alternate location the SROs may work, as directed by their supervisors at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT shall furnish a copy of the records of the SRO's hours worked to the CITY upon request.
7. TERMINATION. The parties agree that the failure of the SROs to render satisfactory services to the DISTRICT may be deemed a cause for the suspension or termination of this Agreement. In the event the DISTRICT shall deem that the SROs have not provided satisfactory services to the DISTRICT for any reason, the DISTRICT agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the SRO officer so designated. The parties agree that the CITY shall then have thirty (30) days within which to cause the officer designated as the SRO to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the CITY will then designate an alternate sworn, full time NFPD Police Officer acceptable to the DISTRICT, to serve as SRO. Notwithstanding anything herein to the contrary, the DISTRICT shall have the right to terminate this Agreement for any reason upon giving the CITY sixty (60) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.
8. INDEMNIFICATION. To the extent permitted by law, the CITY and the DISTRICT agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard the City is self-insured and attaches hereto Schedule "A" a Certificate of Self Insurance.
9. NON-DISCRIMINATION. The CITY and the DISTRICT shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
10. APPROVALS. This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the DISTRICT and CITY have executed this Agreement on the day and year indicated.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

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, 2023 - JUNE 30, 2024

WHEREAS The District wishes to enter into an agreement with the City of Niagara Falls, New York for an Officer of the Day for the purpose of creating and maintaining a safe and orderly school environment through traffic control and enforcement; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the resolution for these officers beginning on September 1, 2023 and terminating June 30, 2024; and

WHEREAS, The fee for these services shall be paid at a rate of each officer's overtime rate for services rendered through the Officer of the Day Program at eight (8) elementary schools, not to exceed \$300,000 payable within thirty (30) days of receipt of invoice for services rendered through June 30, 2024; therefore be it

RESOLVED, That the Board of Education approve the resolution for services from the City of Niagara Falls, New York for Police Officers and the City School District of the City of Niagara Falls, New York be approved.

MUNICIPAL COOPERATION AGREEMENT

OFFICER OF THE DAY 2023-24

This Municipal Cooperation Agreement (the "Agreement") made this _____ day of _____, 2023 and effective the 1st day of September, 2023 by and between the OF NIAGARA FALLS, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York, with offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS organized under the laws of the State of New York with offices at 630 - 66th Street, Niagara Falls, NY 14304 (the "DISTRICT").

WITNESSETH:

WHEREAS, the CITY employs approximately 155 sworn, full-time Police Officers; and

WHEREAS, the DISTRICT has identified eight (8) schools including Harry F Abate, GJ Mann, Hyde Park, Henry J. Kalfas, Maple Ave, Cataract, 79th Street, and Bloneva Bond Primary as schools requiring assistance with traffic safety; and

WHEREAS, the DISTRICT has identified the need for sworn, uniformed Police Officers employed by the Niagara Falls Police Department ("NFPD") to serve as Officers of the Day (OD) exclusive of their normal work day assignments; and

WHEREAS, the duties and expectations of the ODs are consistent with those of a sworn, full time Police Officer; and

WHEREAS, the DISTRICT believes that it is in the best interest of the DISTRICT and its faculty, staff and students to have ODs on site at the identified schools at times when faculty, staff and students are arriving and departing school properties to enforce traffic and safety measures; and

WHEREAS, this arrangement will be beneficial to both the DISTRICT and the CITY; and

WHEREAS, the CITY and the DISTRICT wish to enter into this arrangement for the DISTRICT's academic year commencing on September 1, 2023 and concluding June 30, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CITY and the DISTRICT hereby agree as follows:

1. TERM. The term of this Agreement shall commence on September 1, 2023 and terminate on June 30, 2024 unless sooner terminated in accordance with the terms of this Agreement.
10. PAYMENT. The DISTRICT agrees to reimburse the CITY for the entire cost of up to eight (8) ODs assigned to Harry F Abate, GJ Mann, Hyde Park, Henry J Kalfas, Maple Ave, Cataract, 79th Street, and Bloneva Bond Primary schools on an overtime basis not to exceed four (4) hours per day. The total cost is estimated to be a sum not to exceed \$300,000 plus any cost adjustments or increases incurred by the CITY pursuant to the Collective Bargaining Agreement (the "CBA") in place between the CITY and the CITY of Niagara Falls Police Club, of which the individuals designated to serve as ODs are members. The DISTRICT agrees to reimburse the CITY for the cost of the ODs at the individual officers' overtime rate. Payment shall be due and payable in two installments being on or after January 31, 2024 and June 30, 2024, within thirty (30) days of receipt of itemized invoice for services rendered.
11. COST OVERRUNS. The CITY and the DISTRICT agree that there shall be no additional monies due from either party without mutual consent with the exception of the adjustments referred to in Paragraph 2 above which may be necessitated as a result of the CBA referred to herein.
12. PROJECT DESCRIPTION AND BUDGET. The daily schedule to be followed by the ODs shall be determined by the ODs' supervisor at NFPD in consultation with the DISTRICT's Superintendent or his designee. The CITY agrees that the NFPD Officers designated as the ODs shall report for duty at the assigned school on days and times designated by the ODs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT may utilize the ODs elsewhere in the DISTRICT as determined by the ODs' supervisor at the NFPD in consultation with the DISTRICT's Superintendent or his designee.
13. AMENDMENTS. It is agreed that no changes may be made to the duties and responsibilities of the ODs and the amount to be paid by the DISTRICT except as provided in Paragraph 2 hereof without the prior written approval of both the CITY and the DISTRICT. Such approvals will not be withheld provided the changes are not substantive and do not alter the scope, intent or basic elements of the ODs' position. Any changes which are substantive or alter the scope, intent or basic elements of the ODs' duties will be implemented by an amendment to this Agreement, provided the same are acceptable to both the CITY and the DISTRICT.
14. RECORDS. The DISTRICT agrees to keep full and accurate records regarding the hours worked by the ODs at the eight (8) school locations and or any other alternate location the ODs may work, as directed by their supervisors at the NFPD in consultation with the DISTRICT's Superintendent or his designee. The DISTRICT shall furnish a copy of the records of the SRO's hours worked to the CITY upon request.
15. TERMINATION. The parties agree that the failure of the ODs to render satisfactory services to the DISTRICT may be deemed a cause for the suspension or termination of this Agreement. In the event the DISTRICT shall deem that the ODs have not provided satisfactory services to the DISTRICT for any reason, the DISTRICT agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NFPD of the OD so designated. The parties agree that the CITY shall then have thirty (30) days within which to cause the officer designated as the OD to perform satisfactorily. In the event that the performance of the officer so designated does not improve, the CITY will then designate an alternate sworn, full time NFPD Police Officer acceptable to the DISTRICT, to serve as SRO. Notwithstanding anything herein to the contrary, the DISTRICT shall have the right to terminate this Agreement for any reason upon giving the CITY sixty (60) days written notice of its intention to terminate, and the Agreement shall so terminate sixty (60) days from the date of the Notice.

16. INDEMNIFICATION. To the extent permitted by law, the CITY and the DISTRICT agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement. In this regard the City is self-insured and attaches hereto Schedule "A" a Certificate of Self Insurance.
17. NON-DISCRIMINATION. The CITY and the DISTRICT shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
18. APPROVALS. This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Board of Education of the City School District of the City of Niagara Falls.

IN WITNESS WHEREOF, the DISTRICT and CITY have executed this Agreement on the day and year indicated.

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

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 -- 2023-2024

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

WHEREAS, It is the administration's recommendation that the Board appoint the National Employers Council, Inc. (NEC) to handle this program for the District and renew its Contract with NEC providing for fee to administer this year's program of \$4,048 per year, payable quarterly in four (4) equal installments of \$1,012; therefore be it

RESOLVED, That the District hereby appoints National Employers Council, Inc. and approves the Contract, attached hereto, with National Employers Council, Inc. (NEC) to act as a third-party administrator for the District's Unemployment Insurance Cost Control Program for the term July 1, 2023, through June 30, 2024; 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.

CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS

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

A. CLAIMS AND UNEMPLOYMENT TAX RATING ADMINISTRATION

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

13. Substantiate accuracy of Employer's unemployment tax rate and protest any errors. Rate reductions for current and past rates, subject to a recovery rate of 25% to NEC.
14. If possible, recommend that the Employer make voluntary contributions to effectuate a lower tax rate.

B. MANAGEMENT ASSISTANCE PROGRAM

1. Confer with the Employer, upon request, regarding procedures to regulate and cut unemployment taxes. NEC shall act in all advisory capacity and the final decision, as to information and advice provided, shall remain with the Employer. The Employer recognizes that the state unemployment insurance agency has exclusive and binding jurisdiction in such matters.
2. Advise Employer when important changes in unemployment insurance laws, regulations, and interpretation occur.
3. When requested by the Employer, recommend changes to employment practices to comply with unemployment insurance laws and/or regulations.
4. Conduct informational meetings for supervisory and management personnel of the Employer upon request.
5. These meetings shall be of reasonable duration and presented to groups of reasonable size and scheduled at mutually convenient times to both parties.
6. The seminars will discuss applicable unemployment insurance matters, eligibility requirements, significant relationship between the unemployment compensation law and the Employer, as well as responsibilities of the Employees personnel in administration of company policy and procedure.
7. Submit periodic written reports, detailing Employer's unemployment experience, and NEC's effectiveness on Employer's behalf.

ACCOUNT(S)
NIAGARA FALLS CITY SCHOOL DISTRICT

ACCOUNT NUMBER(S)
04-65079

This Agreement will remain in effect for a ONE year period from July 1, 2023 through June 30, 2024 and shall be considered renewed from year to year thereafter, subject to approval of the Employer, unless written notice by either party, to the contrary, is received at least sixty days prior to the expiration date of this Agreement.

The Employer agrees to pay NEC the annual sum of \$4,048 payable in quarterly installments of \$1,012. After the first year, NEC reserves the right to modify this quarterly charge by submitting sixty days written notification of the proposed new fee. There is a one-time set-up fee of N/A.

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

NATIONAL EMPLOYERS COUNCIL, INC.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF RENEWAL OF AGREEMENT WITH NCA COMP TO ACT AS SERVICE AGENT FOR THE WORKERS' COMPENSATION SELF-INSURANCE PROGRAM- JULY 1, 2023 - JUNE 30, 2024

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

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

WHEREAS, Monies in the amount of \$845,000.00 from appropriation code A9040.804 have been budgeted which includes the Service Agent's fee; and

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

RESOLVED, That the Board of Education approve the Agreement, attached hereto, with NCA Comp to act as Service Agent for workers' compensation matters for the period July 1, 2023, through June 30, 2028; and

RESOLVED, That for the period July 1, 2023, through June 30, 2024, NCA Comp shall be paid a fee of \$64,000.00 annually at a rate of \$5,333.33 per month for the duration of the contract; and

RESOLVED, That for the periods July 1, 2024, through June 30, 2028, NCA Comp shall be paid a fees as enumerated in the contract attached hereto; and

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

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

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

SELF-INSURED WORKERS' COMPENSATION ADMINISTRATIVE AGREEMENT

THIS AGREEMENT, is made this first day of July, 2023, by and between the City School District of the City of Niagara Falls, New York hereinafter referred to as the Client, incorporated under the laws of the State of New York and having its office for the transaction of business in Niagara Falls, New York, and NCAComp, Inc., a domestic corporation organized under the laws of the State of New York, having an office for the Transaction of business at 14 Lafayette Square, Ste 700, Buffalo, New York 14203, hereinafter referred to as the Service Representative.

WITNESSETH

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

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

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

ARTICLE I

TERM: The Client hereby retains the Service Representative to perform the services hereinafter enumerated for the term of one (3) years beginning July 1, 2023 and ending June 30, 2026 and two (2) optional years ending June 30, 2028, provided, however, the Client may terminate this Agreement upon giving 30 days written notice to terminate to the Service Representative between July 1 and September 1 of each year of the original term and the renewed term of this Agreement. Client agrees to pay the Service Representative the fees and remuneration hereinafter provided for; and the Service Representative hereby accepts such retainer and agrees to perform such services for the Client for the duration of such terms and agrees to accept in full payment for such services, said fees and remuneration.

ARTICLE II

SERVICES TO BE PROVIDED:

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

1. Preparation of workers' compensation forms for the Self-Insurance Office as required by the Laws of New York.
2. Making periodic visits to the State Self-Insurance Office to discuss increases and decreases of security deposit and the general status of self-insurance.
3. Preparation and filing of claim forms required by the Workers' Compensation Law.
4. Maintain complete claim files.
5. Investigating claims under the said Workers' Compensation Law as Service Representative deems appropriate. All costs of such investigations shall be charged to the claim file. These costs will not be incurred without the consent and approval of the Client.
6. Preparing and mailing compensation payment drafts or checks.
7. Preparing and providing monthly or quarterly reports of accidents which have been reported to the Service Representative by the Client, together with cost summaries, whenever requested by the Client.
8. (a) Arrange for representation at Workers' Compensation hearings before Administrative Law Judges of the Workers' Compensation Board by licensed or legal representative with the cost of such representation being paid as a claim file expense.
(b) Implementing Client's instructions to refer to and cooperate with legal counsel, designated by the Client, on selected claims for handling in either administrative or court proceedings, with the cost thereof being borne by the Client; and
(c) Withdrawing representation for the Client in those claims where the Service Representative cannot adequately represent the interests of multiple employers with respect to a single claimant and the Client is likely to be adversely

affected by the Service Representative's multiple representation, where upon the Client will retain legal counsel of its choice, at its own expense, to serve as the employer's representative in all such claims.

9. In the event of an appeal, retaining competent legal services to execute said appeal and provide representation, if necessary at Board Panel hearings with such expenses to be treated as a claim file expense.
10. In the event of an appeal of the Appellate Court, the Service Representative will recommend legal counsel to the Client. The expenses for preparation and filing of the appeal, printing of the record, presenting argument to the court, and miscellaneous legal expenses are to be borne by the Client and paid as a claim file expense.
11. Provide and/or coordinate medical case management when, in the judgment of the Service Representative, it is in the Client's best interest. Case management expenses are to be paid as a claim file expense.
12. Arrange for the review of all medical bills for conformance with the New York WC fee schedule and reduce these bills to the proper amount when the fee schedule is exceeded. Charges for bill review services are to be paid as a claim file expense.
13. Create customized reports for client when requested to do so. Any necessary charges for this service will be passed through Service Representative to Client at cost, without markup.
14. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. The Service Representative agrees to turn over to the Client all records pertaining to this program at the completion of this agreement. Client shall pay any expenses of transferring data to Client at the end of this Agreement.
15. Maintain bonding in accordance with prudent practices and supply Client with evidence of bonding upon request.
16. The services herein provided for will also be performed in connection with any existing self-insured claims.
17. When Service Provider is the Broker of Record on the Client's excess workers' compensation insurance policy, to make the required reports to the excess carrier including the first report of injury. When specific or aggregate excess claims are established, to make periodic reimbursement requests to the excess carrier on behalf of the Client.

ARTICLE III

THE CLIENT AGREES:

1. To promptly report to the Service Representative all accidents coming to its attention involving any of its employees in New York. These reports shall be on forms as directed by the New York Workers' Compensation Board.
2. To pay to the Service Representative as full compensation for services as enumerated herein, an annual fee amounting to \$59,940 for workers' compensation claims services described in Article II. Such fee shall be paid as follows:

(a) On the first day of July 2023, and on the first day of each month thereafter during the term of this Agreement, the sum per the table below:

Year	Annual Fee	Monthly Installment Amount
7/1/23-6/30/24	\$ 64,000.00	\$ 5,333.33
7/1/24-6/30/25	\$ 65,920.00	\$ 5,493.33
7/1/25-6/30/26	\$ 67,897.60	\$ 5,658.13
7/1/26-6/30/27 (option)	\$ 69,934.53	\$ 5,827.88
7/1/27-6/30/28 (option)	\$ 72,032.56	\$ 6,002.71

(b) In addition to Service Provider's fee, Client shall be responsible for all claim file expenses identified herein.

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

ARTICLE IV

INSURANCE:

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

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

ARTICLE V

CONFIDENTIALITY: Unless otherwise specifically provided by applicable law, regulation, or court order, the terms and conditions of this Agreement shall be kept confidential and will not be disclosed to any third party except to employees and subcontractors as is reasonably required in connection with performance of the rights and obligations under this Agreement; provided, however, that a party may disclose the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; and, (ii) on a confidential basis to its legal or financial advisors. All computer reports, documents, claim files, and records provided for and referred to herein and maintained by the Service Representative are confidential and shall remain the property of the Client. Any Confidential Information provided by either party shall remain the property of such party.

ARTICLE VI

INTELLECTUAL PROPERTY; BLIND DATA AND FEEDBACK: The business methods and processes, including training materials, audit metrics, algorithms and other analytical tools, used by Service Provider in providing Services are Confidential Information of Service Provider. Client acknowledges that Service Provider owns all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights (collectively "Intellectual Property Rights") in and to all components of the Services, including the business methods, processes, algorithms, and other analytical tools, and Service Provider expressly reserves all rights not expressly granted to Client in this Agreement. Client will not engage in any act or omission that would impair Service Provider's Intellectual Property Rights in the Services, and any other materials, information, processes, or subject matter proprietary to Service Provider. Each Party will retain full ownership rights to and in their respective data. At all times during the Agreement, Client will have the right to access, its data stored by Service Provider. Service Provider will provide Client access to its legally stored data, for six (6) months following termination of this Agreement.

Client grants to Service Provider a license to use, reproduce, distribute, prepare derivative works of, or transmit in any manner any and all Blind Data and Feedback. "Blind Data" means the aggregated and non-personally identifiable information and normative data extracted, compiled, or analyzed from the information or data that the Service Provider obtains in connection with the Services. "Feedback" means any and all suggestions, ideas, and comments Client provides to Service Provider regarding the functioning, features, and other characteristics of the Services or other materials provided or made available to Client by Service Provider.

ARTICLE VII

GOVERNING LAW:

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

ARTICLE VIII

INVALID PROVISIONS:

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

ARTICLE IX

AMENDMENT AND WAIVER:

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

ARTICLE X

ENTIRE AGREEMENT:

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

ARTICLE XI

NOTICES:

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

If to Service Representative:
NCAComp, Inc.
Attn: Erin Jordan

Rand Building, Suite 700
14 Lafayette Square
Buffalo, NY 14203

If to Client:

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

ARTICLE XII

ASSIGNMENT:

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

ARTICLE XIII

BINDING EFFECT:

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

ARTICLE XIV

DISPUTE RESOLUTIONS:

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

ARTICLE XV

COUNTERPARTS:

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

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

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

For: NCAComp, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Erin G. Jordan
Title: CEO
Date: _____

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF STANDARD WORK DAY RESOLUTION FOR SCHOOL DISTRICT EMPLOYEES REPORTED TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM 2023 - 2024

WHEREAS, The District employees over 500 employees in various job titles that it reports to the New York State and Local Employees' Retirement System (NYSERS); and

WHEREAS, The New York State and Local Employees' Retirement System (NYSERS) has required that the District create and update the standard work day for each employee title; and

WHEREAS, The Administration requests that the Board annually review and update the Standard Work Day Resolution for all titles at the annual Reorganization meeting; therefore be it

RESOLVED, that the Board of Education hereby establishes the attached schedule as the standard work days for employees of each title, and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained in the District hereto, be approved; and

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this Resolution and furnish a certified copy of the Resolution to the New York State and Local Employees' Retirement System (NYSERS).and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

Title	Actual Hours	Standard Work Day
Account Clerk	7 hrs.	7 hrs.
Accountant	7 hrs.	7 hrs.
Administrator for Human Resources	7 hrs.	7 hrs.
Administrator for IS	7 hrs.	7 hrs.
Associate Child Care-6 hrs.	6 hrs.	6 hrs.
Associate Child Care- 6.5 hours.	6.5 hrs.	6.5 hrs.
Associate Child Care-7 hrs.	7 hrs.	7 hrs.
Associate Classroom-5.5 hrs.	5.5 hrs.	6 hrs.
Associate Classroom- 6 hrs.	6 hrs.	6 hrs.
Associate Classroom-6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Classroom-Technology	6 hrs.	6 hrs.
Associate Family Support	8 hrs.	8 hrs.
Associate Library -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Library- 6 hrs.	6 hrs.	6 hrs.
Associate Physical Ed -5.5 hrs.	5.5 hrs.	6 hrs.
Associate Physical Ed-6 hrs.	6 hrs.	6 hrs.
Associate Physical Ed-6.5 hrs.	6.5 hrs.	6.5 hrs.
Associate Physical Ed-7 hrs.	7 hrs.	7 hrs.
Associate Special Ed -- 5.5 hrs.	5.5 hrs.	6 hrs.
Associate Special Ed - 6 hrs.	6 hrs.	6 hrs.
Associate Special Ed 6.5 hrs.	6.5 hrs.	6.5 hrs.
Attendance Specialist	7 hrs.	7 hrs.
Audio Visual Tech.	8 hrs.	8 hrs.
Auto Mechanic	8 hrs.	8 hrs.
AV Tech	8 hrs.	8 hrs.
Budget Manager	7 hrs.	7 hrs.
Building Attendant - Central Office	7hrs.	7 hrs.
Building Attendant - NFHS	7 hrs.	7 hrs.
Cleaner 7 hr.	7hrs	7 hrs.

Cleaner 8 hr.	8 hrs.	8 hrs.
Community Relations Director	7 hrs.	7 hrs.
Computer Application Specialist	7 hrs.	7 hrs.
Cook and Asst. Cook	8 hrs.	8 hrs.
Cook 12 Month	8 hrs.	8 hrs.
Custodian	8 hrs.	8 hrs.
Director of Facilities	7 hrs.	7 hrs.
District Clerk	7 hrs.	7 hrs.
District Transportation Coordinator	7 hrs.	7 hrs.
Driver	8 hrs.	8 hrs.
Driver Student Services	8 hrs.	8 hrs.
Food Service Administrator	7 hrs.	7 hrs.
Food Service Helper 3 hrs.	3hrs	6 hrs.
Food Service Helper 3.5 hours	3.5 hrs.	6 hrs.
Food Service Helper 4.5 hours	4.5 hrs.	6 hrs.
Food Service Helper 6 hours	6 hrs.	6 hrs.
General Laborer	8 hrs.	8 hrs.
General Laborer Specialist	8 hrs.	8 hrs.
General Repairer	8 hrs.	8 hrs.
Groundskeeper	8 hrs.	8 hrs.
Head Start Admin Secretary	7.5 hrs.	7.5 hrs.
Head Start Center Director	7.5 hrs.	7.5 hrs.
Head Start Cook	7.5 hrs.	7.5 hrs.
Head Start Custodian	7.5 hrs.	7.5 hrs.
Head Start Family Advocate	7.5 hrs.	7.5 hrs.
Head Start Family Svcs/ERSEA Coordinator	7.5 hrs.	7.5 hrs.
Head Start Head Cook/CACFP Coordinator	7.5 hrs.	7.5 hrs.
Head Start Program Assistant	7.5 hrs.	7.5 hrs.
Head Start Program Manager	7.5 hrs.	7.5 hrs.
Head Start Part Time Custodian	4 hrs.	6 hrs.
Head Start Teacher Assistant	7.5 hrs.	7.5 hrs.
Health Associate - Clinic	6 hrs.	6 hrs.
Health Associate - Clinic	6.5 hrs.	6.5 hrs.
Health Associate - Clinic	7 hrs.	7 hrs.
Human Resource Manager	7 hrs.	7 hrs.
Information Tech Specialist	7 hrs.	7 hrs.
Junior Accountant	7 hrs.	7 hrs.
Lead Systems Engineer	7 hrs.	7 hrs.
Licensed Practical Nurse	7.5 hrs.	7.5 hrs.
Network Tech	7 hrs.	7 hrs.
Network Engineer	7 hrs.	7 hrs.
Nurse Part-Time	7.5 hrs.	7.5 hrs.
Nurse Practitioner	7 hrs.	7 hrs.

Nurse R.N.	7.5 hrs.	7.5 hrs.
Nurse 12 Month	7.5 hrs.	7.5 hrs.
Part time Cleaner	4.8 hrs.	6 hrs.
Porter	8 hrs.	8 hrs.
Principal Account Clerk	7 hrs.	7 hrs.
Promise Case Manager	7 hrs.	7 hrs.
Purchasing Agent	7 hrs.	7 hrs.
Purchasing Clerk	7 hrs.	7 hrs.
Records Clerk	7 hrs.	7 hrs.
Safety Officer	8 hrs.	8 hrs.
Schedule/Attendance Specialist	7 hrs.	7 hrs.
School Monitor – Lunch-2.5-3.5 hrs.	2.5-3.5 hrs.	6 hrs.
School Office Support Clerk	7 hrs.	7 hrs.
Seasonal Laborer	8 hrs.	8 hrs.
Secretary I	7 hrs.	7 hrs.
Secretary II	7 hrs.	7 hrs.
Secretary III	7 hrs.	7 hrs.
Senior Account Clerk	7 hrs.	7 hrs.
Senior Auto Mechanic	8 hrs.	8 hrs.
Senior AV Tech	8 hrs.	8 hrs.
Senior General Repairer	8 hrs.	8 hrs.
Senior Groundskeeper	8 hrs.	8 hrs.
Senior General Laborer Specialist	8 hrs.	8 hrs.
Senior Network Engineer	7 hrs.	7 hrs.
Senior Network Tech	7 hrs.	7 hrs.
Senior School Monitor 7 hrs.	7 hrs.	7 hrs.
Senior School Monitor 6 hrs.	6 hrs.	6 hrs.
Storekeeper	8 hrs.	8 hrs.
Substitute Adult Ed	6 hrs.	6 hrs.
Substitute Associate	5.5 hrs.	6 hrs.
Substitute Cafeteria	3 hrs.	6 hrs.
Substitute Cleaner	4.8 hrs.	6 hrs.
Substitute Clerk	7 hrs.	7 hrs.
Substitute Nurse	7.5 hrs.	7.5 hrs.
Substitute Safety Officer	8 hrs.	8 hrs.
Systems Engineer	7 hrs.	7 hrs.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

**APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK AND PROBE SERVICES JULY 1, 2023 - JUNE 30, 2024**

WHEREAS, The City School District of the City of Niagara Falls has a Residency Policy requiring all employees appointed and/or promoted subsequent to March 1, 1994 to reside in the City of Niagara Falls and to continue to reside therein during their employment; and

WHEREAS, The vast majority of District employees appointed or promoted subsequent to March 1, 1994 honor their agreement and reside in the City, and, by doing so have enriched the quality of life of citizens and most importantly students by understanding more fully the community and environment in which they earn their living; and

WHEREAS, It appears that some employees, although few in number, may not be honoring their agreement to reside in the City and may be in violation of the Policy; and

WHEREAS, In order to apply the Policy in a fair manner, it is necessary to secure data to assist the Board in determining whether some of the employees are in violation of the Policy, which would then require the Superintendent to commence proceedings to terminate their employment if they are in violation, as is required by the Policy; and

WHEREAS, An Agreement attached hereto with Probe Services has been negotiated to assist the Board in determining whether employees are in violation of the Residency Policy, which would then require the Superintendent to institute proceedings to terminate such employees.

WHEREAS, The Board is of the opinion that retaining Probe Services is in the best interest of the District so as to enforce the Residency Policy in a fair and non-discriminatory basis; now therefore be it

RESOLVED, That the Agreement by and between the City School District of the City of Niagara Falls and Probe Services be and the same is hereby approved; and further

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

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

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

RE: Residency Investigations

Board of Education:

Probe Services has agreed to conduct residency investigations on behalf of the City School District of the City of Niagara Falls in order to verify the residency of district employees. Our New York State License and Insurance Certificates are attached.

The investigations will include Public Record and Database Searches, as well as Surveillance on district employees to verify their residence over the course of several weeks. Status Reports will be provided during each investigation. The assignments will be handled basis at a flat rate of \$1,350 per case. A detailed report will be submitted with each case, including all records and videotape evidence obtained.

Respectfully submitted,

Michael Reitano

Michael Reitano
President

Enc.

Approved Board Meeting Date: _____

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 2023-2024

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

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

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

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

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

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

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

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

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

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

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

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

II. The designation/appointment of a Compliance Officer vested with responsibility for the operation of the compliance program;

III. Training and education of all affected employees and persons on compliance issues expectations and the compliance program operations;

IV. A communication process for reporting compliance issues which includes a method for anonymous and good faith reporting of such issues;

V. Disciplinary policies/procedures which encourage good faith participation in the compliance program and outline expectations for reporting compliance issues and sanctions for non-compliant behavior;

VI. A system for routine identification of compliance risk areas, self evaluation and audits of risk areas and evaluation of potential for non-compliance;

VII. A system for responding to compliance issues and reducing the potential for recurrence;

VIII. A policy of non-intimidation and non-retaliation for good faith participation in compliance program.

I.CODE OF ETHICS

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

Purpose

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

Standards of Ethics

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

Professional Ethics

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

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

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

Claims Submission and Payment

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

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

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

independent contractors and professionals are responsible for being familiar with the applicable documentation for the services they provided or for which they are responsible for submitting claims.

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

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

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

Reporting Compliance Matters

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

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

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

Audits/Reviews/Investigations

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

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

Records

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

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

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

Distribution of the Code of Ethics

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

Penalties

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

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

II. APPOINTMENT OF A COMPLIANCE OFFICER

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

The Compliance Officer has the responsibility to:

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

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

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

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

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

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

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

III. TRAINING AND EDUCATION ON COMPLIANCE ISSUES

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

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

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

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

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

IV. PROCEDURES FOR REPORTING COMPLIANCE CONCERNS

Duty

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

Methods of reporting

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

Directly contacting the Compliance Officer.

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

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

Submitting a report to the State Compliance Officer by U.S. mail courier service, e-mail or facsimile transmission. Reports are to be submitted to Rose

Firestein or her successor, State Compliance Officer, New York State Department of Health, Officer of General Counsel, 90 Church Street, 4th Floor, New York, New York 10007, Telephone: (212) 417-4393, Facsimile: (212) 417-4392 E-mail: ref01@health.state.ny.us. Oral Disclosure to the State Compliance Officer will not generate review and follow-up by the State Compliance Officer.

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

Anonymous reporting

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

Confidentiality of reports

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

No retaliation/false reports

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

Discipline of a reporting employee

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

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

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

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

VI. IDENTIFICATION OF COMPLIANCE RISK AREAS

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

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

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

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

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

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

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

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

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

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried.

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND WESTERN NEW YORK OCCUPATIONAL HEALTH, LLC 2023-2024

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

WHEREAS, To assist in attaining the healthy environment the District has entered into an Agreement with the WNY Occupational Health, LLC to provide injury care services and PPD/Mantoux testing; and

WHEREAS, An Amendment to the Agreement has been negotiated to allow renewal of the existing Agreement at updated rates in the 2023-24 school year; therefore, be it

RESOLVED, That the City School District of the City of Niagara Falls approves the attached Agreement with WNY Occupational Health, LLC as it pertains to employee related services, effective July 1, 2023, and ending June 30, 2024, at fees described in the Agreement; and

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

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

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

AGREEMENT FOR OCCUPATIONAL HEALTH CARE SERVICES

This Agreement, made this 7th day of July 2023, by and between the 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 WNY OCCUPATIONAL HEALTH, LLC, 621 Tenth Street, Niagara Falls, New York, party of the second part, herein called "Occupational Health."

WITNESSETH:

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

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

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

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

1. During the 2023-24 school year, commencing on July 1, 2023, Occupational Health will provide sufficient Occupational Health Care Services for District employees who are injured on the job. The evaluation, treatment, appropriate rehabilitation, and determination of his/her ability to return to work are subject to their control, with District approval. The Superintendent of

Schools, shall have the right to terminate service at any time she/he considers such action to be in the best interest of the School District.

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

- a. Immediately following an injury of an employee who chooses to go to OH or NFMHC emergency room, a School District representative will contact Occupational Health.

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

1. Name of caller
2. Department
3. Name of injured employee
4. Type of injury
5. Method of transport

- b. To pay according to the following fee schedule:

- | | |
|--|--------------------------|
| 1. First aid and minor injury care | *See below |
| 2. Return to work evaluation | \$62 |
| 3. Physician consultation | \$85/hr. |
| 4. Case management 8:00 a.m. to 11:00 p.m. | \$200/month |
| 5. PPD/Mantoux Testing | \$18 |
| 6. DOT Drug Test | \$53 |
| 7. Breath Alcohol | \$23 |
| 8. HBsAb Antibody | \$29 |
| 9. Hepatitis B Vaccination | \$100/shot, \$300/series |

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

Miscellaneous Radiology Fees:

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

Additional fees upon request

7. This Agreement shall become effective on July 1, 2023 and terminate on June 30, 2024, provided, however, the District shall have the right to sooner terminate this agreement upon 30 days written notice to Occupational Health.

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

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

By: _____
WNY OCCUPATIONAL HEALTH, LLC

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

APPROVAL OF LIST OF IMPARTIAL HEARING OFFICERS FOR STUDENTS WITH DISABILITIES FOR THE 2023-2024 SCHOOL YEAR

WHEREAS, Public Law 94-142 and New York State Commissioner's Regulations 200.5 requires that if a parent requests a review of their child's placement in a special

education program, the Board of Education must have available a current list of people who will serve as Impartial Hearing Officers; and

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

RESOLVED, That individuals appearing on the provided list be appointed Impartial Hearing Officers for Disabled Children for the period of July 1, 2023 through June 30, 2024; and be it further

RESOLVED, That any amended list(s) of Impartial Hearing Officers for Disabled Children which may be forwarded by the State Education Department during the 2023-2024 school year, are also to be considered approved upon receipt by the District Clerk.

PROCEDURES FOR AN IMPARTIAL HEARING

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

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

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

1. The Board will appoint an impartial hearing officer. This individual cannot be an officer, employee or agent of the school district or of the BOCES of which the school district is a component. The hearing officer will preside at the hearing and can administer oaths, and issue subpoenas.
2. You and the Board of Education may be represented by attorneys or assisted by individuals who have special knowledge or training on problems of children with handicapping conditions. You and the Board of Education may bring any other people of your choice to the hearing.
3. At any time in the hearing, if they are needed, interpreters of the deaf and/or language translators must be available. The district must pay for this service.
4. The hearing will be closed to the public, unless you request an open hearing. You have the right to decide if your child should attend the hearing.
5. You, your representative, and the representative of the school district can present evidence and question all the witnesses at the hearing. You and the school district have the right to prohibit the introduction of new evidence when its substance was not shared with the other party at least five days before the hearing.
6. The hearing officer may appoint a guardian ad litem to protect the interest of the child and the hearing officer must also ensure that the parents' rights are preserved.
7. A written or electronic, word-for-word record of the hearing must be kept and made available to you and the school district.
8. After both you and the school district have presented your cases and the hearing has ended, the hearing officer must write a decision. A copy of the decision must be mailed to you and the Board of Education within 45 calendar days of the date that the Board of Education received your initial request for a hearing.

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

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

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

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

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF SURROGATE PARENT(S) FOR DISABLED CHILDREN FOR 2023-2024 SCHOOL YEAR

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

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

1. have no other interest that would conflict with their primary allegiance to the child they represent;
2. be committed to acquaint themselves personally and thoroughly with the child and the child's educational needs;
3. be of the same racial, cultural and linguistic background as the child they seek to represent; and
4. be generally familiar with the educational options available to disabled children; therefore be it

RESOLVED, That the Board hereby approves as Surrogate parent(s) for Disabled Children for the period of July 1, 2023 through June 30, 2024 the following:

Lisa Cantanese
1134 Pasadena Avenue
Niagara Falls, NY 14304

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION FOR 2023-2024 SCHOOL YEAR

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

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

RESOLVED, That the following people be appointed to the Committee on Preschool Special Education for the period of July 1, 2023 through June 30, 2024.

CENTRAL COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Meteer, Cheryl

Contento, Catherine

Chairperson/Sp Ed/Gen Ed

Chairperson/Speech Teacher

To be determined for each case

Member of Evaluation Team

Janice Jenoshek

Stephanie Dust A certified or licensed professional designated by the agency charged with
the responsibility of the child in the birth to two system

Tilton, Gail A certified or licensed professional appointed by the county at its discretion

ALTERNATE MEMBERS

Ashley Chambers District Representative/Sp. Ed/Gen Ed Teacher

Francis Coney District Representative/General Education Teacher

Lisa Cantanese Parent

ADDENDUM TO CONTRACT

The NIAGARA COUNTY HEALTH DEPARTMENT located at 5467 Upper Mountain Road, Lockport, New York 14094, hereinafter referred to as the MUNICIPALITY, and NIAGARA FALLS SCHOOL DISTRICT, hereinafter referred to as the PROVIDER,

WITNESSETH:

WHEREAS, the parties entered into a contract dated May 28, 2019, and it is appropriate to extend the original contract from June 30, 2023 to June 30, 2024, with the following changes:

1. Either party reserves the right to cancel this contract at any time by giving sixty (60) days written notice.
2. It is understood and agreed that in the event New York State laws are amended and the MUNICIPALITY is no longer required under section 4410 of the New York State Education Department to contract with the PROVIDER and pay for said services, this contract shall terminate on the effective date of the change in the law.

All other terms and conditions on the original agreement will remain the same.

BY:

Daniel J. Stapleton, M.B.A.

TITLE: Public Health Director

DATE:

Approved as to form:

Gary Lisowski, Assistant County Attorney

Date:

JuneAddendum (rev. 2/10)

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
**APPROVAL OF APPOINTMENTS TO THE COMMITTEE ON SPECIAL EDUCATION FOR 2023-2024
SCHOOL YEAR**

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

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

WHEREAS, The regulations require the inclusion of Five (5) members to be appointed to each Committee on Special Education as follows: a teacher of special education or an administrator; a general education teacher knowledgeable of District curriculum; a school psychologist; a school physician when requested; and a certified teacher designated by the school administrator as the teacher of the child being reviewed by the Committee on Special Education; therefore be it

RESOLVED, That the following people be appointed to the Committees on Special Education for the period of July 1, 2023 through June 30, 2024.

CENTRAL COMMITTEE ON SPECIAL EDUCATION

Meteer, Cheryl	CSE/CPSE Representative/General Ed/Sp. Ed
Contento, Catherine	CPSE Representative/Speech Teacher
Ashley Chambers	CSE Representative/Sp. Ed/Gen Ed.
Coney, Frank	CSE Representative/General Ed
Chief School Medical Officer	Physician

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

A General Education Teacher knowledgeable of District curriculum

SUB-COMMITTEE:

CSE REPRESENTATIVES:

- Lynne Tompkins
- Richard Carella
- Jeffrey Showers
- Kathy Urban
- Jerry Orfano
- Cheryl Vilardo
- Diane Bianco
- Rocco Merino
- Italo Baldassarre
- Stan Wojton
- Carrie Buchman
- Derek Zimmerman

PSYCHOLOGISTS/CSE REPRESENTATIVES:

- Deanne Giambra
- Nicole Cafarella
- Chithra Kandaswami
- Maria Meranto
- Reanna Rodgers
- Lauren Hearn
- Maria Couto
- Leah Ponticello
- Chelsea Schelter

PSYCHOLOGIST INTERNS/CSE REPRESENTATIVES

- Maria Couto

PSA's

- Kathy Fadel
- Carlos Bradberry
- Kelli Kneepple
- Holly Rodgers-Parker
- Beth Fagiani
- Jan Horton
- Kareem Brown
- Ariana Sneed
- Catherine Curtis
- Samantha Laughlan
- Janine Carlo
- Cara Simonian
- Elizabeth Carroll

PARENT MEMBERS:

- Lisa Cantanese

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

A General Education Teacher knowledgeable in District curriculum

ALTERNATE CSE REPRESENTATIVES:

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
**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 2023-2024 SCHOOL YEAR**

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified LPNs for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Maxim Staffing Solutions who will provide qualified LPNs to the District; and

WHEREAS, the agreed upon fee for the services rendered pursuant to the terms of the proposed new Contract are the standard rate of \$50.00 per hour; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached here to with Maximum Health Care Services, Inc. d/b/a Maxim Staffing Solutions to provide qualified LPNs for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$50.00 per hour for a period commencing July 1, 2023 and ending June 30, 2024; 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.

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2023, by and between the City School District of the City of Niagara Falls located at 630 66th Street Niagara Falls, NY 14304, referred to in this Agreement as "FACILITY," and Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 392 Pearl Street, Suite 400, Buffalo, NY 14202 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in New York and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.
- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 Short-notice Requests. MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 Staff Order Cancellation. If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 Responsibility for Patient Care. FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 Placement Fee. For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

Section 3.7 Non-Performance. If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

Section 3.8 Right to Dismiss. FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Float Policy. Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

Niagara Falls City School District
630 66th Street
Niagara Falls, NY 14304
ATTN: Cheryl Meteer

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 Independent Contractors. MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor

FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 Indemnification. MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized

disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS	MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:
Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

Facility Staffing Agreement Copyright 2016 Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions All Rights Reserved

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Charges will be based on the following hourly rate schedule effective Effective Date: July 1, 2023.

Service	Rate per hour
LPN	\$50.00
RN	\$70.00
Paraprofessional	\$40.00
PT/OT	\$80.00
School Psychologist	\$90.00
SLP	\$90.00
Social Worker	\$60.00
SPED Teacher	\$70.00

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)	Thanksgiving Day
New Year's Day	Labor Day
Memorial Day	Christmas Eve (from 3 PM)
Independence Day	Christmas Day
Easter	Presidents Day
Martin Luther King Day	Pioneer Day (Utah Only)

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS:
STAFFING SOLUTIONS:

MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM

Signature	Signature
Printed Name & Title	Printed Name & Title
Date	Date

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
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 2023-2024 SCHOOL YEAR

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified specialized supports for special needs students upon request, on an as needed basis in the past and will continue to provide LPN services through a contract with Supplemental Health Care who will provide qualified specialized professionals to the District; and

WHEREAS, The agreed upon fee for the services rendered pursuant to the terms of the proposed new Agreement are the standard rate of \$52.00 - \$56.00 per hour; and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Supplemental Health Care to provide qualified professionals for special needs students upon request, on an as needed basis, a copy of which is attached, which provides, among other things, for payment of the standard rate of \$52.00-\$56.00 per hour for a period commencing July 1, 2023 and ending June 30, 2024; 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.

SCHOOLS MASTER STAFFING SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into this 1st day of July, 2023, by and between SHC Services, Inc. d/b/a Supplemental Health Care, (hereinafter "SHC"), with principal offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and Niagara Falls City School District, on behalf of itself, its schools, programs, and subsidiaries (hereinafter collectively referred to as the "Client") with its principal offices located at 630 66th Street, Niagara Falls, NY 14304. SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

RECITALS

WHEREAS, SHC a Delaware corporation provides supplemental staffing referral services to clients on an as needed basis;
WHEREAS, Client is a school district with the need to provide educational and health care services to identified students served by the Client;

WHEREAS, Client requests SHC to make available licensed and qualified health care professionals by acting as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary educational and medical personnel ("Personnel") to supplement Client's staff; and

WHEREAS, SHC is willing to use its best efforts to recruit Personnel to work days/shifts at specified locations as requested from time to time by Client.

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the general terms and conditions that will govern the services provided under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

1. SHC OBLIGATIONS:

- a. SHC, as requested by Client, will use its best efforts to locate, recruit and refer Personnel to Client to supplement Client's existing staff.
- b. SHC shall use its best efforts to provide Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Personnel file, containing the following:
 - i. A completed application, which includes skills, specialties, and preferences.
 - ii. Documentation of special education or training.
 - iii. A minimum of two references, which reflect satisfactory performance within the job category.
 - iv. Verification of identity, credentials, and authority to work.
 - v. Copy of current license, Basic Life Support/CPR, registration, or certification as required by position.
 - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client.
 - vii. Dates of employment and performance evaluations.
 - viii. Confirmation of completing criminal background investigation and pre-employment drug screen.
 - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d. SHC shall provide orientation including standard SHC onboarding training, OSHA and Joint Commission training, and child and dependent adult abuse reporting for all new Personnel.
- e. SHC Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before commencing work at Client's facility or student locations.
- f. SHC shall maintain commercial general liability and medical professional liability insurance for SHC and Personnel with a liability limit of not less than \$1 million per occurrence and \$3 million aggregate. In addition, SHC shall maintain errors and omissions liability for the placement non-clinical, educational Personnel.
- g. SHC Personnel shall perform the services in this Agreement, whether in person, remote, or through a hybrid option as explicitly directed, trained, and managed by the Client.
- h. SHC will use its best efforts to refer Personnel who will follow Client policies and procedures as provided to SHC by the Client, to protect the health and welfare of the Client's students.
- i. SHC will notify Client via written correspondence, fax, email, or phone, of the initiation of any action, of which it is becomes aware, commenced for the purpose of suspending, revoking, or limiting any Personnel's license then providing services to Client. Written description of SHC Quality Assurance process is available upon request.
- j. SHC will not unlawfully discriminate, in employment or referral of Personnel, on the basis of sex, age, race, color, gender, gender identity or expression, citizenship, national origin, religion, marital status, veteran status, sexual orientation, medical condition, or handicap, and any other status as protected under state or federal law.
- k. SHC will comply with applicable Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA) requirements.
- l. If services provided under this Agreement have an aggregate value of ten thousand dollars (\$10,000) or more, during a twelve (12) month period, SHC shall make its books, documents, records, etc., pertaining to this Agreement, available to the Secretary of Health and Human Services and/or the United States Comptroller General for four (4) years after furnishing services to Client.

m. SHC shall use its best efforts to comply with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.

n. All Personnel providing services pursuant to this Agreement shall be considered employees of SHC or Suppliers, as the case may be, unless otherwise specified. This Agreement also applies to an independent contractor or subcontractor referred for service and accepted by Client.

o. SHC shall be responsible for compensating SHC employed Personnel for services performed for Client. SHC is responsible for withholding federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, and reimbursing meal and lodging expenses as applicable under the Agreement, subject to Client complying with state and federal employment practices laws.

p. SHC's Use of Affiliate Vendors (hereinafter "Suppliers") – SHC has established a strong supplier network which can be leveraged to increase the number of qualified candidates available to our Clients. Client agrees and authorizes SHC the ability to enlist additional Suppliers, when necessary to provide staffing under this Agreement.

i. Client agrees that SHC shall be responsible for the identification and qualification of any Supplier providing Personnel to perform services to the Client under this Agreement. In addition, SHC shall only be responsible for managing the Suppliers who have been approved by SHC through its vetting process.

ii. SHC will ensure that all its Suppliers substantially comply with Client's compliance standards, including order processing, providing credentials, timekeeping, and invoicing.

iii. Suppliers will have the same obligations as SHC under this Agreement.

q. Client will advise SHC if it is dissatisfied with any Personnel and reserves the right to reject or discontinue use of any Personnel pursuant to Paragraphs 2.j. and 2.m. of this Agreement.

2. CLIENT OBLIGATIONS:

a. Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Personnel. Clinical competency will be determined by the appropriate Client administrator which may be communicated to SHC via written correspondence, fax, email, or phone. Notwithstanding the foregoing, the Parties agree that Client, in its sole discretion, shall determine the suitability of Personnel to provide services for Client.

b. Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified Personnel. Client further acknowledges that the ability to attract and retain qualified Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, and that SHC's database of Professionals constitute a trade secret of SHC, which is confidential, proprietary, and not disclosable to Client.

c. Client agrees that Personnel presented by SHC shall be presumed to have been introduced to Client by SHC unless Client notifies SHC either in writing or verbally within twenty-four (24) hours of initial presentation that the Client had previous knowledge of the Personnel prior to SHC submission.

d. Client shall provide clinical and educational direction, supervision, management, evaluation, and productivity expectations to Personnel providing professional services under this Agreement. To the extent that Personnel provide health-related services to Client's students, Client will ensure such services comply with the Individuals with Disabilities Education Act (1975), Section 504 of the Rehabilitation Act of 1973, and all treatment plans and is consistent with Client's students' best interests, as determined by Client.

Client agrees that SHC is not responsible for Personnel's productivity while on assignment; therefore, Client will pay invoiced amounts in full without regard to productivity requirements placed on Personnel by Client.

e. Client shall be responsible for educating Personnel regarding Client's policies, procedures, lawful administration of programs, and productivity expectations concerning its operations and student care and communicating expectations regarding the professional services to be rendered by Personnel pursuant to this Agreement.

f. Client will not require Personnel to perform in a manner other than that which is reasonable and customary within their profession. Personnel shall not be requested to perform services outside the general job description provided by Client and/or the education, licensing, certification, skills, or clinical competence of the Personnel. Prior to providing services, Client shall ensure that Personnel receive proper orientation to the Client's policies and procedures related to the student care area to which they are assigned, floated, or reassigned.

g. Client shall provide orientation of Client policies, procedures, and other information to Personnel, and shall supply copies to SHC.

h. Client agrees that it shall not either, directly or indirectly through another staffing referral company, employ or attempt to employ, any Personnel (i) referred by SHC to Client for one year from the date of the referral; or (ii) if the Personnel provides services through SHC to the Client, until one year after the last day of work. Notwithstanding the foregoing in this Section 2.g., Client may hire the Personnel with written consent of SHC or by complying with Schedule A ("Billable Employment Conversion Costs").

i. Client will immediately notify SHC via written correspondence, email, or phone, of the initiation of any licensing issues, clinical and student care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding SHC Personnel. The notification should include but is not limited to: risk management actions or concerns; occupational/safety hazards, events, or injuries; events or sentinel events of which Client is aware regarding Personnel. Written description of SHC Quality Assurance process is available upon request. Client will make available an appropriate panel for peer review, as necessary.

j. Client agrees that Personnel who are required to travel away from home to fill an assignment will be retained for full time positions for a period of 13 weeks minimum ("Travel Assignments"), unless otherwise agreed by the Parties in a signed Confirmation of Assignment ("COA"), which is incorporated herein by reference. Full time is defined as a minimum of 36 hours per week.

k. Client will not unlawfully discriminate, in employment or referral of Personnel, on the basis of sex, age, race, color, gender, gender identity or expression, citizenship, national origin, religion, marital status, veteran status, sexual orientation, medical condition, or handicap, and any other status as protected under state or federal law.

l. Client will maintain in clean and good working order its facilities, machines, and equipment; provide currently and appropriately trained staff and supervisory personnel; and provide an acceptable working environment. Client will not entrust Personnel with access to cash, credit cards or negotiable instruments.

m. Client represents that it is neither currently being investigated nor has been previously indicted by any state or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs administered by, through or under any state or federal agency.

n. Client shall notify SHC immediately if any productivity or training challenges arise regarding any Personnel. SHC shall have an opportunity to work with the Personnel to rectify the situation. Should the problem persist afterwards, the Client may terminate the assignment of any Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training, and experience; fails to follow Client's policies and procedures, or fails to engage in commonly accepted standards of care. Client agrees that it will pay for all services performed up to the date of termination. Client will provide specific basis for the requested termination, in writing, which will be referred to the Personnel and reported, as required, to state professional licensing standards and SHC's Quality Assurance. However, if Client fails to notify SHC within thirty (30) days of the occurring productivity or training challenges, Client hereby waives their rights to dispute any such claim.

o. Client will not give access to Personnel confidential medical or educational records in violation of HIPAA or FERPA.

p. Client shall cooperate with SHC's investigation and response to injuries to Personnel performing services under this Agreement.

q. Client is solely responsible for its failure to comply with state and federal employment practices law and related damages for which Client agrees to indemnify and defend SHC and Suppliers.

3. COMPENSATION AND BILLING:

a. SHC will bill Client weekly for its services in accordance with the Confirmation of Assignment ("COA") and Schedule A – Scope of Work ("SOW"), which may be amended from time to time.

b. The COA and SOW are inclusive of all employment costs associated with the specific assignment, such as wages, payroll taxes, insurance, meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. Equipment such as laptops, printers, student testing and materials is not included in employment costs unless requested prior to pricing. SHC and Client have entered into a reimbursable arrangement requiring SHC to maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section 274(d), which will be provided to the Client by invoice.

c. Invoices are due upon receipt. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC

in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within fourteen (14) days of receipt are conclusively presumed to be valid and accepted by Client.

d. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Personnel under this Agreement, which includes any of Client's billing issues based on Personnel's productivity requirements as defined by Client.

4. **TERM:** The term of this Agreement, is twelve (12) months from the date first stated above, and will automatically renew annually on the anniversary date of the Agreement. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. However, scheduled assignments then occurring shall be completed and compensation paid to SHC. In the case of a breach of this Agreement, the non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection or receivership, or any material breach of the Agreement.

5. **RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are independent contracting entities and do not create a joint venture, partnership, or association under federal or state law. Client shall not make any payment to Personnel, unless authorized in writing by SHC.

6. **INDEMNIFICATION:** Each party to this Agreement agrees that they shall hold harmless, indemnify, and defend the other party, its shareholders, directors, officers, agents, contractors, and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, including reasonable attorney's fees and court costs to the extent caused by any act or omission on performing under this Agreement on the part of the Party, its directors, officers, agents, contractors, or employees. SHC shall indemnify and defend Client against any claims by its Personnel for unpaid wages or workers' compensation, subject to SHC's right of subrogation and claims against SHC based upon Client's failure to comply with state and federal law, for which Client agrees to indemnify and defend SHC. SHC will require Suppliers to indemnify the Client.

7. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, OR THE ACTS OR OMISSIONS OF THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDEMNIFICATION OR DEFENSE, OR ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES, DAMAGES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION OF A PARTY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, IN AN AMOUNT WHICH EXCEEDS THE TERMS AND CONDITIONS OF A PARTY'S THEN EXISTING AVAILABLE AND APPLICABLE INSURANCE COVERAGE.

8. **MAINTENANCE OF BOOKS AND RECORDS:** SHC shall keep and maintain records relating to services rendered hereunder as may be required by Client or by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for SHC's services are submitted which shall not be less than five (5) years from dates of services. Upon reasonable notice to SHC, Client shall have the right to inspect SHC's records, relating to services rendered under this Agreement, upon not less than fifteen (15) business days' written notice. Client shall pay all costs of requested copying.

9. **COMPLIANCE:** Performance under the Agreement shall be: (a) in substantial compliance with all applicable federal, state, and local laws, rules, ordinances, and regulation; and (b) consistent with the reasonable and lawful policies and procedures of the Client. SHC shall not knowingly jeopardize the licensure of the Client or its participation in the Medicare and/or Medicaid programs.

10. **NON-APPROPRIATION OF FUNDS:** It is understood and agreed between the Parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Client shall immediately notify SHC of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client or SHC of any kind whatsoever. Notwithstanding the above, should the Client fail to notify SHC as outlined and Personnel continues to provide services, the Client shall be liable for the cost of those services to SHC.

11. **OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, documents, photographs, summaries, reports, memoranda, and other documents, instruments, information, and material prepared or accumulated by the Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Personnel shall in no

way be liable or legally responsible to anyone for the Client's use of any such materials during the Agreement or following termination.

12. **CONTINGENT FEES PROHIBITED.** SHC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the applicable school board shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.

13. **SUSPENSION AND DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the Federal Government. By signature below the Parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. **NOTICES:** Unless otherwise provided in this Agreement, notice ("Notice") provided under this Agreement shall be deemed to have been delivered, when sent through US mail, postage pre-paid, certified, return receipt requested, five (5) days after mailing; or, by overnight mail, upon receipt, to the address of a party stated below.

Client: Niagara Falls City School District
630 66th Street
Niagara Falls, NY 14304
Attn: Mark Laurie

SHC: SHC Services, Inc. d/b/a Supplemental Health Care
1640 W. Redstone Center Drive, Suite 200
Park City, Utah 84098
Attn: Contracting Department

The address for Notice may be changed in writing by providing the other party a new address for serving the Notice. In the event of a critical situation, service of a Notice by facsimile or email will accomplish delivery of a Notice, if the noticing party provides proof of receipt.

15. **CONFLICT OF INTEREST.** SHC hereby certifies and represents that none of the Client's officials, employees or agents has any significant financial or other pecuniary interest in the SHC's business enterprise or in the performance of this Agreement or any assignment, and that no inducements of monetary or other value were offered or given to any officer, employee, or agent of the Client to enter into this Agreement, or otherwise.

16. **MISCELLANEOUS:**

a. The laws of the State of Utah govern the interpretation and construction of this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.
b. Neither party may assign this Agreement without the prior written approval of the other.

c. This Agreement shall constitute the entire Agreement of the Parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the Parties with respect to the matters addressed herein. This Agreement may be amended at any time by mutual agreement of the Parties, providing that such amendment is in writing and executed by both Parties.

d. In the event that any clause in this Agreement is found to be invalid or unenforceable, all other clauses are severable and will remain in full force and effect.

e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission showing the signatures of the Parties hereto.

f. The Parties agree that the terms and conditions of this Agreement are confidential. Neither party shall distribute this Agreement, or any part thereof, to third persons unless required by law or court or administrative order.

g. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.

h. The undersigned represents that he/she is duly authorized by the Client, to enter into this Agreement and bind the principal to performing the terms and conditions of this Agreement.

i. Subsections 1.d., 1.k., 2.g., 2.p. and Sections 6, 7, 8, and 12.1 shall survive termination of this Agreement.

j. If there is a conflict between the provisions of the Agreement, the COA or the SOW, both the COA and SOW control. If there is a conflict between the COA and SOW, the COA controls.

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement as of the Effective Date set forth above.

SHC Services, Inc. dba
Supplemental Health Care

Niagara Falls City School District

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND ARIES TRANSPORTATION SERVICES, INC., FOR 2023-2024 SCHOOL YEAR (SG1)

Carried

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 July 1, 2023 and ending June 30, 2024; 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 Meter for approval of each student's route cost, for a period commencing July 1, 2023 and ending June 30, 2024; 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
AGREEMENT FOR PROFESSIONAL

SERVICE FOR TRANSPORTATION SERVICE AGREEMENT

BY THIS the 6th day of July 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 July 6, 2023.

It is agreed to by both parties that the Agreement dated July 6, 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

of the Board.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr.
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH THE ASPIRE OF WESTERN NEW YORK, INC. FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Aspire Of Western New York, Inc. a copy of which is attached for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and ASPIRE OF WESTERN NEW YORK, INC., 4635 Union Road, Cheektowaga, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Aspire of Western New York, Inc. of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

Attest: By:
President

Clerk

Aspire of Western New York, Inc.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AGREEMENT WITH AUTISM SERVICES, INC. FOR 2023-2024 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 State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Autism Services, Inc. a copy of which is attached for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

**AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES**

THIS AGREEMENT, made this 6th day of July, 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 AUTISM SERVICES, INC., 4444 Bryant & Stratton Way, Williamsville, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024 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 2023-2024 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.
- 3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.
4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Autism Services of its intention to terminate.
7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH BAKER VICTORY SERVICES SCHOOLS FOR 2023-2024 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 State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Baker Hall, dba OLV Human Services a copy of which is attached for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and BAKER HALL, dba OLV HUMAN SERVICES, 790 Ridge Road, Lackawanna, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, the School will provide adequate and sufficient education and instruction for all children with disabilities who are specifically assigned to the School by written direction of the Superintendent of Schools of the School District. The education and instruction of each such child in all respects and at all times be subject to the control, supervision, and approval of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The School shall promptly furnish to said Superintendent of Schools any and all reports and data which he/she may request concerning the education and educational progress of these children such as:

a. Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

b. Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate to be determined by the State Education Department for the education and instruction of each child so assigned to and enrolled at the School for the entire 2023-2024 school year; in the event a child does not remain enrolled at the School for the remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

3-A. In addition to the services hereinbefore provided for, upon the request of the School District the School will, during the months of July and August, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School shall, to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement, and determined to be the result of negligence on the part of the school, or its agents, servants 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, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Baker Hall, dba OLV Human Services of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH BUFFALO CITY SCHOOL DISTRICT - SCHOOL 84 FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with the Buffalo City School District – School 84 for the period commencing September 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH
DISABILITIES

THIS AGREEMENT, made this 1st day of July, 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 BUFFALO CITY SCHOOL DISTRICT, 708 City Hall, Buffalo, NY, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

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 2023-2024 school year, commencing on or about September 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall expire on June 30, 2024.

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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AMENDING AGREEMENT WITH BHSC SUPPORT SERVICES, INC. FOR ON-SITE SPEECH THERAPY FOR 2023-2024 SCHOOL YEAR

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, BHSC Support Services, Inc., provides the necessary on-site Speech therapy; therefore, be it

RESOLVED, That the Board of Education hereby approves the attached Agreement with BHSC Support Services, Inc., for the period commencing July 1, 2023 and ending June 30, 2024; and further be it

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

Agreement to Provide Therapy Services

This agreement between BHSC Support Services, Inc. hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of Speech-Language therapy services.

Responsibilities of the Provider

1. Provider will provide Speech therapy services to students with speech-language-hearing impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Speech services will be provided by a New York State licensed Speech Language Pathologist, New York State Certified Teacher of the Speech and Hearing Handicapped or Teacher of Students with Speech and Language Disabilities.
4. Assigned staff will participate in required meetings and conferences as requested by the School.
5. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
6. Provider will submit a completed time sheet to the School on a weekly basis.
7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.

Rates for individual cases are based on time of year case is first assigned

Case assigned in July- August

Case assigned in Sept- December

Case assigned in January- June

Full time/Part time emergency coverage/temporary leave coverage	Rate
	\$78.00
	\$78.00
	\$80.75
	\$83.50

2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.
4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.
5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.
6. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.
2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.
3. This contract will be in effect starting July 1, 2023 until June 30, 2024 and will be reviewed by both parties on an annual basis.

For: BHSC Services

Date

For: City School District of the City of Niagara Falls

Date

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
**APPROVAL OF AGREEMENT WITH BUFFALO HEARING & SPEECH CENTER FOR ON -SITE-
MUSIC THERAPY 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the attached Agreement with Buffalo Hearing & Speech Center for the period commencing July 1, 2023 and ending June 30, 2024; 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 to Provide Therapy Services

This agreement between Buffalo Hearing & Speech Center, hereinafter called the "Center", and Niagara Falls City School District, hereinafter called the "School" is for the provision of Music Therapy services.

Responsibilities of the Center

1. The Center will provide evaluation and therapy to students with educational disabilities as assigned by the School.
2. The Center will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Music Therapy services will be provided by a New York State Board Certified Music Therapist.
4. Assigned staff will participate in required meetings and conferences as requested by the School.
5. Center will assure clinical competence and credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
6. Center will submit a completed time sheet to the School on a weekly basis.
7. To ensure the health and safety of Center employees and School students and personnel, any employee of the Center who is showing symptoms of illness will be instructed to not visit the school. Center employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Center employees will follow all School Guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

II. Responsibilities of the School

1. The School agrees to pay the BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15-minute interval.

Rates for individual cases are based on time of year service is initiated

Rate	
Case assigned in July - August	\$78.00
Case assigned in Sept - December	\$78.00
Case assigned in January - June	\$80.75
Full time / Part time school coverage	\$83.50

2. Travel time in/out for missed sessions will be charged if Center staff arrives at the session and the student is absent.
3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

4. The School agrees not to hire or solicit for hire any employees who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Center.

5. In the event the School violates 11.4. above, the parties agree that the Center will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Center in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Center for court costs and attorney's fees incurred by the Center in enforcing this provision.

6. To ensure the health and safety of Center employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Center with a copy of their reopening plan if necessary or upon request.

III. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Center, and as such, the Center will undertake all employer obligations under federal and state laws.

2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.

3. This contract will be in effect starting July 1, 2023 until June 30, 2024 and will be reviewed by both parties on an annual basis.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL FOR AGREEMENT WITH THE BEYOND LEARNING CENTER FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Beyond Learning Center for the period commencing July 1, 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and Beyond Learning Center, 3233 Main Street, Buffalo, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Beyond Learning 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH CENTER FOR HANDICAPPED CHILDREN FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Center for Handicapped Children for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 1st day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and CENTER FOR HANDICAPPED CHILDREN, 80 Lawrence Bell Drive, Suite 115, Williamsville, New York, party of the second part, herein called the School.

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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this Agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Center for Handicapped Children 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
**APPROVAL OF AGREEMENT WITH COMMUNITY BASED THERAPIES FOR ON-SITE
OCCUPATIONAL THERAPY AND/OR PHYSICAL THERAPY FOR 2023-2024 (SG1)**

WHEREAS, The School District is responsible for the education of all students with disabilities as provided in PL 94-142 and Article 89 of the Education Law of New York; and

WHEREAS, The School District is required to provide an appropriate special education placement and related services as determined by the District's Committee on Special Education; and

WHEREAS, Community Based Therapies provides the necessary on-site Occupational and/or Physical Therapy; therefore, be it

RESOLVED, That the Board hereby approves the Agreement with Community Based Therapies for on-site Occupational and/or Physical Therapy, a copy of which is attached, as it pertains to delivery of special education related services, effective July 1, 2023 and ending June 30, 2024 at fees described in the attached Agreement; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

Agreement to Provide Therapy Services

This agreement between Community Based Therapies, hereinafter called the "Provider", and the City School District of the City of Niagara Falls, hereinafter called the "School" is for the provision of occupational therapy and/or physical therapy services.

Responsibilities of the Provider

1. Provider will provide Occupational and/or Physical Therapy services to children with motor-sensory impairments as assigned by the School.
2. The Provider will complete any required documentation for students seen for intervention in accordance with School procedures.
3. Occupational therapy services will be provided by a NYS Licensed Occupational Therapist or Certified Occupational Therapy Assistant. Physical therapy services will be provided by a NYS Licensed Physical Therapist or Physical Therapist Assistant.
4. Assigned staff will participate in required meetings and conferences as requested by the school.
5. Provider will assure credentials of the assigned staff. A copy of the assigned staff's Certification and/or state licensure will be provided to the School upon request.
6. Provider will submit a completed time sheet to the School on a weekly basis.
7. To ensure the health and safety of Provider employees and School students and personnel, any employee of the Provider who is showing symptoms of illness will be instructed to not visit the school. Provider employees will be trained on and encouraged to follow hygiene measures recommended by the Center for Disease Control (CDC). Additionally, Provider employees will follow all School guidelines regarding social distancing, sanitization and Personal Protective Equipment (PPE) usage.

II. Responsibilities of the School

1. The School agrees to pay BHSC Contract Services the agreed upon hourly rate for services rendered per this agreement. Billable time includes travel to and from evaluation/therapy sessions; evaluation/therapy; and any paperwork, consults or meetings required. Note that a minimum of 30 minutes will be billed for travel in and a minimum of 30 minutes for travel out. More time will be billed only if travel exceeds 30 minutes and rounded to the closest 15 minutes interval.

Occupational Therapy:

Rates for individual cases are based on time of year case is first assigned

Case assigned in July- August

Case assigned in Sept- December

Case assigned in January- June

Full time/Part time emergency coverage/temporary leave coverage	Rate
	\$78.00
	\$78.00
	\$80.75
	\$83.50

Physical Therapy:

Rates for individual cases are based on time of year case is first assigned

Case assigned in July- August

Case assigned in Sept- December

Case assigned in January- June

Full time/Part time emergency coverage/temporary leave coverage	Rate
	\$80.75
	\$80.75
	\$83.50
	\$85.50

2. Travel time in/out for missed sessions will be charged if Provider staff arrives at the session and the student is absent.

3. The School agrees to submit payment within thirty (30) days of receipt of the monthly billing invoice.

4. The School agrees not to hire any employees, who provide services under this agreement for a period of one (1) year following the termination of this agreement, or to hire or solicit for hire former employees within ninety (90) days of his/her last day of employment with the Provider.

5. In the event the School violates II.4. above, the parties agree that the Provider will have suffered material damages including, but not limited to, the costs of recruiting and training a new employee and the loss of experience in the interim. The parties therefore agree that in the event of such a violation, the School shall be liable to the Provider in the amount of seventy-five thousand dollars (\$75,000.00), payable on demand. This paragraph shall survive termination of this Agreement, and in addition to payment of the aforesaid liquidated damages, the School shall be liable to the Provider for court costs and attorney's fees incurred by the Provider in enforcing this provision.

6. To ensure the health and safety of Provider employees and School students and personnel, the School will have required PPE available for Center staff to use as well as any appropriate sanitization supplies. Additionally, the School will provide the Provider with a copy of their reopening plan if necessary or upon request.

II. Mutual Agreements

1. It is agreed that providers of services are, at all times, employees of the Provider, and as such, the Provider will undertake all employer obligations under federal and state laws.

2. Either party may terminate this agreement with written notification sixty (60) days prior to actual termination.

3. The contract will be in effect starting July 1, 2023 until June 30, 2024 and will be reviewed by both parties on an annual basis.

For: Community Based Therapies

Date

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH GATEWAY-LONGVIEW FOR 2023-2024 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 State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Gateway-Longview for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and GATEWAY-LONGVIEW, 6350 Main Street, Williamsville, New York, party of the second party, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Gateway-Longview 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH THE ARC OF THE ERIE COUNTY CHAPTER NEW YORK STATE ASSOCIATION FOR INTELLECTUALLY DISABLED CHILDREN, INC. FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with Heritage Centers of the Erie County Chapter NYSRC, Inc. for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 6th day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 – 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE ERIE COUNTY CHAPTER, of NYSARC, Inc., 777 Maryvale Dr., Cheektowaga, New York, party of the second part, herein called the School,

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) day written to Erie County Chapter of NYSARC 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.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH THE NEW DIRECTIONS FAMILY & YOUTH SERVICES FOR 2023-2024 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 State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with New Directions Family & Youth Services for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the NEW DIRECTIONS FAMILY & YOUTH SERVICES, 6395 Old Niagara Road, Lockport, New York, party of the second party, herein called the School.

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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate on June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to New Directions 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE OCCUPATIONAL THERAPY FOR 2023-2024 SCHOOL YEAR

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 2023-2024 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 11th day of July 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 2023-2024 school year, commencing on July 1, 2023, and ending on June 30, 2024, 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 July 1, 2023 and terminate June 30, 2024. 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR ON-SITE PHYSICAL THERAPY FOR 2023-2024 SCHOOL YEAR

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 2023-2024 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 6th day of July 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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 or 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 July 1, 2023 and terminate June 30, 2024. 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF AGREEMENT WITH THE STANLEY G. FALK SCHOOL FOR THE 2023-2024 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 State-approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore, be it

RESOLVED, That the Board approve the Agreement with Stanley G. Falk School for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ___ day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and the STANLEY G. FALK SCHOOL, 848 Delaware Avenue, Buffalo, New York, party of the second part, herein called the School.

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 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

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

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement

6. This Agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to Stanley Falk 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AGREEMENT WITH THE SUMMIT CENTER, INC. FOR 2023-2024 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 of its students; and

WHEREAS, The Committee on Special Education has determined that other specific State approved agencies offer instructional programs that do accommodate these special educational needs; and

WHEREAS, The Committee on Special Education must recommend placements based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with The Summit Center, Inc. for the period commencing July 1, 2023 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ____ day of July, 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and THE SUMMIT CENTER, INC. 150 Stahl Road, Getzville, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, provide additional adequate and sufficient education and instruction for children with disabilities of the School District for whom twelve-month programming shall be required or prescribed by the Superintendent of Schools, the Committee on Special Education or other authorized agent or agency of the School District. Such additional services shall be rendered by the School in conformity with and subject to the foregoing provisions of Paragraphs 1 and 2 of this agreement. Payment for such additional services furnished by the School under this Paragraph 3-A shall be made by the School District at such times and in such manner and amount as shall be determined by the Education Department of the State of New York.

4. The School and the School District shall hold harmless and indemnify each other from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.

5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement.

6. This agreement shall commence July 1, 2023 and terminate June 30, 2024. The School District may sooner terminate this Agreement upon Thirty (30) Day written to The Summit Center, Inc. of its intention to terminate.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations and shall be specifically subject to the approval of the Commissioner of Education of the State of New York and such other officials or agencies of the State of New York as may be required by law.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF CONTRACT FOR PROFESSIONAL PHYSICAL AND OCCUPATIONAL SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES- ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC 7/1/21-06/30/22

WHEREAS, The District has hired Associated Physical and Occupational Therapies, PLLC. as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be at the rate of of fifty-six dollars and zero cents (\$59.00) per 0-30-minute session and seventy-five dollars and zero cents (\$75.00) for sessions greater than 30 minutes for all therapy services provided and (\$32.00) per provided consult. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Associated Physical and Occupational Therapies, PLLC., 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.

ASSOCIATED PHYSICAL & OCCUPATIONAL THERAPISTS, PLLC

164 Doncaster Road
Kenmore, New York 14217

CLINIC: 3767 DELAWARE AVENUE
KENMORE, NEW YORK 14217

AGREEMENT

This Agreement made and entered into on the 6th day of July 2023, by and between the Niagara Falls City School District herein called the District and Associated Physical and Occupational Therapists, PLLC, 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 employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2023 and shall continue until June 30, 2024 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 fifty-five dollars and zero cents (\$57.00) per 0-30-minute session and seventy-five dollars and zero cents (\$75.00) for sessions greater than 30 minutes 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 agreement 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 Agreement 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.

ASSOCIATED PHYSICAL AND
OCCUPATIONAL THERAPISTS, PLLC
164 Doncaster Road
Kenmore, New York 14217

NIAGARA FALLS CITY
SCHOOL DISTRICT
630 66th Street
Niagara Falls, New York 14304

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND SERVICE BRIDGES INC. FOR JULY 1, 2023 - JUNE 30, 2024

WHEREAS, The District is obligated to provide appropriate special education services to students with special needs in the least restrictive environment; and

WHEREAS, The District has provided qualified sign language interpreters for deaf students upon request, on an as needed basis; and

WHEREAS, The District desires to continue a contractual relationship with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis; and

WHEREAS, This year Service Bridges Inc. has modified its fee schedule to provide for a simpler structure of 4 classes of rates, each having an hourly rate, Medical (\$70.00); Standard (\$75); Premium (\$80) and After Hours (\$85), with a 2 hour minimum.; therefore be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Service Bridges Inc. to provide qualified sign language interpreters for special needs students upon request, on an as needed basis. 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

Sign Language Interpreter Service Agreement

This agreement for interpreting service is made between Service Bridges, Inc. (Service Bridges) and the City School District of the City of Niagara Falls (District) commencing July 1, 2023 and terminating June 30, 2024.

The Parties hereto mutually agree to the following:

1: Service Bridges will provide certified or qualified sign language interpreters for Deaf individuals upon request to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with Deaf, Hard of Hearing and Deaf-Blind people.

2: Future request(s) from (customer business name) will be given preferential treatment because of this agreement.

3: Service Bridges will provide interpreting service subjected to availability of the limited number of freelance sign language interpreters in the region however every effort will be maximized to secure an interpreter for all pre-scheduled requests.

4: Service Bridges will retain transparency by reaching out to the customer to potentially reschedule an appointment date with the Deaf client if interpreters are not available within a time frame of the request.

5: Service Bridges ensures interpreters are supplied through skill level verification through in-house assessment from a team of certified assessors.

6: Interpreters are independent contractors identified with appropriate credentials, skill level and training, conditions and rates, and will maintain the professional code of conduct regulating ethical behavior and confidentiality as spelled out by the Registry of Interpreters for the Deaf.

7: While not always guaranteed, preferential request for specific interpreter(s) is considered a courtesy request however the communication preference is given to Deaf individuals in an assignment.

8: Service Bridges reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally assignments exceeding 2 hours or any assignment with continuous, non-stop presentations such as lectures, meetings, groups or legal type meetings where there are two separate parties are represented with two different sides/points of view will require team (2 or more) interpreters.

Notifying Service Bridges for Interpreting Service Requests

Service requests shall be confirmed either by phone, online, email or fax through our Lead Scheduler from Monday through Friday between 9:00am to 5:00pm. All requests should be made at least 48 hours in advance however requests made less than 48 hours are subjected to Premium rates (refer to Rates section).

Procedures

When requesting an interpreter, please provide the following information:

- A) Date of service needed
- B) Time span of service (start time and end time)
- C) Address of assignment including cross street, room numbers, building, parking location and fees and other pertinent information
- D) Contact person at the interpreting site and direct phone/cell number
- E) Nature of the assignment (1:1 meeting, computer training, new employee orientation, nature of medical appointment, etc.)
- F) Billing information (authorized person, attention to whom and PO # if required).

Confirmation:

The paying customer or authorized person's signature is required to acknowledge the confirmation of service request referencing to the phone call, email or on line request.

Changes or Cancellations:

Changes or cancellation for assignments lasting two hours or less will require greater than 2 business days advance notice. Changes or cancellation for assignments lasting longer than two hours will require a greater than 3 business days advance notice of cancellation. The full quoted amount is charged if there is less than 2 or 3 business days advance notice of cancellation respectively.

Rates:

Rates for interpreting service longer than 3 hours is available, please contact us for incentives.

Compensation for interpreting services rendered for 4 classes of services at the following hourly rates for each class:

Medical (\$70.00): (a Deaf parent needs to meet with the school nurse about an issue);

Standard (\$75.00): (parent/teacher meeting for a Deaf parent);

Premium (\$80.00): (anything requested with less than 2 business days advance notice, excluding performance);

After Hours (\$85.00): (any requested taking place between 10PM EST and 7AM EST with a 2 hour minimum for each class.

Special Considerations

Service Bridges will charge the full amount if the interpreter arrives to the assignment and the client does not.

When more than one interpreter is required, charges apply per interpreter. When an assignment requires two interpreters and only one interpreter shows up for the assignment, the service provided by the single interpreter will be billed the same as if two interpreters completed the assignment.

If travel time is necessary, this time will be billed as additional hours. Travel time needed for work outside the 8 Western New York counties of travel charges will incur the federal mileage rate.

Language Issues

If the person is determined Deaf-blind, or has minimal language skills, or developmentally disabled or communicates in a foreign sign language, a certified Deaf Interpreter will be required in addition to a sign language interpreter due to the nature of required communication access. If more than one interpreter is not available, and a single interpreter completes the assignment, he/she may double bill and charges apply case by case basis.

Performance (Stage) Assignments

Preparation in advance for theater and performance assignments is required, and will be billed in addition to the performance time. In some cases, this may include providing a copy of the script and/or the interpreters' attendance at a rehearsal. Negotiation for such arrangements will be made in advance when necessary.

Classroom Assignments

Classes will be billed as a two hour minimum. Separate students are also billed as separate classroom assignments.

Exceptions

Consecutive classes scheduled for the same student are billed hourly as one job. When there is a break between classes that is less than 2 hours, for the same student, a retainer will be billed for that time in half hour increments. Determined on individual case basis, there may be special circumstances where a separate rate is established, as in the case of a

student's involvement requiring extracurricular activities, sports or theater making arrangements with interpreter's preparation time when necessary.

Service Bridges will make every effort to maximize resources to minimize the institute's costs.

VR Sponsored Educational Activities

When a student is sponsored by VR services, part of the cost will be assumed by ACCES-VR. The remainder of the hourly classroom interpreting rate is the responsibility of the institute to request information on class background information and notifying educators. In the event of retainer fees, tutoring, special events, extracurricular activities, regardless of whether or not VR is covering the cost of the classroom interpreters will apply. If VR is not sponsoring a student, the school is responsible for the entire cost of the interpreting services.

Special Circumstances

VIDEOTAPING: All independent contractors will be notified if there will be videotaping of interpretation work performed in advance unless not known to Service Bridges. In general, videotaping must follow the following conditions: a) the Interpreter may request an unedited copy of the entire videotaped work within 15 days of the date of service for records and future use, b) the entity videotaping the likeness of an Interpreter will in no way profit from the use or reuse of the videotape in the future and c) the videotape will not be used for any illicit or illegal purposes in the future. Should these conditions not be met, videotaping will not be permitted otherwise the interpreter will relinquish the assignment, or will receive an additional fee negotiated between the Interpreter and Service Bridges before the event.

HOLD HARMLESS: The parties hereto shall, and hereby do, indemnify and hold harmless the other party, its respective officers, directors, agents, representatives and employees from and against all liabilities, claims, losses, obligation, actions, demands, costs and expenses including without limitation actual attorney's fees resulting from their own acts or omissions in connection with the performance of this agreement. Each party hereto shall, at its own sole cost and expense, procure and maintain such policies of professional liability and/or errors and omissions insurance as shall be necessary to insure them and their employees, agents, or affiliates against any claim or claims for damages arising by reason of the performance by the party of the obligations required by this agreement. All disputes regarding this agreement shall be settled in Niagara County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

AMENDMENTS: This agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party. All such amendments shall be attached and become a part of this agreement immediately upon full execution of each amendment.

MASSIVE CLOSURES: Inclement weather, natural or manmade disasters resulting orders from city, county and/or state governments mandating closures thus causing a cancellation of interpreting service will not be charged, and interpreters will not invoice for service due to the nature beyond of Service Bridge's control. Because we cannot control the actions of independent contractors, we cannot be held responsible in the event that an interpreter does not show up to a job. The customer will not be charged.

Authorized Individual

Joseph Nicosia, C.O.O.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
APPROVAL OF CONTRACT FOR PROFESSIONAL READING SERVICES BY INDEPENDENT CONTRACTOR FOR DYSLEXIA THERAPY PROFESSIONAL SERVICES- WNY DYSLEXIA SPECIALISTS, LLC. 7/01/23-06/30/24

WHEREAS, The District has hired WNY Dyslexia Specialists, LLC as an independent agency to render professional services; and

WHEREAS, The current term of this Contract is for the period July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be at the rate of \$125 per 60-minute session. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Dyslexia therapy for students, between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., 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.

WYN DYSLEXIA SPECIALISTS, LLC
40 Gardenville Pkwy W.
Suite 238
West Seneca, New York 14224

AGREEMENT

This Agreement made and entered into on the 6th day of July 2022, by and between the Niagara Falls City School District herein called the District and WNY DYSLEXIA SPECIALIST, LLC., 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 employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2023 and shall continue until June 30, 2024 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 \$125 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 agreement 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

Agreement

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.

WNY DYSLEXIA SPECIALISTS, LLC

NIAGARA FALLS CITY

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Paretto seconded the motion.
**APPROVAL OF CONTRACT FOR PROFESSIONAL APPLIED BEHAVIOR ANALYSIS SERVICES BY
INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES- AUTISM LEARNING
PARTNERS. 7/1/23-06/30/24**

WHEREAS, The District has hired Autism Learning Partners as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be at the rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for all therapy services provided. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Autism Learning Partners, 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.

Autism Learning Partners
1333 S. Mayflower Ave.
#220 Monrovia CA 91016

CLINIC: 7041 Transit Road
East Amherst, NY 14051

AGREEMENT

This Agreement made and entered into on the 6th day of July 2023, by and between the Niagara Falls City School District herein called the District and Autism Learning Partners, 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 employs the Contractor and the Contractor hereby agrees to work for the District as an independent contractor to provide therapy services as set forth.
2. The term of this contract shall commence on July 1, 2023 and shall continue until June 30, 2024 or at an earlier date by mutual agreement of both parties with written notification.
3. The District agrees to pay the Contractor a per hour at a rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for 60 minutes 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 agreement 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

Agreement 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

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 THROUGH THE MENTAL HEALTH PROFESSIONAL DEMONSTRATION AND SCHOOL BASED MENTAL HEALTH SERVICES GRANTS (JULY 1, 2023 - JUNE 30, 2024)

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 staff trainings at all District schools through the Mental Health Services Professional Demonstration and School-Based Mental Health Services Grants; and

WHEREAS, The District proposes to partner with the Research Foundation of the State University of New York (SUNY) at Buffalo to prepare school staff 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, trainings, and classroom-based coaching to staff members for a not to exceed agreed upon fee of \$70,000.00, payable in two (2) equal installments of \$35,000, effective for a term commencing July 1, 2023 and ending June 30, 2024; 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, trainings, and classroom-based coaching for a not to exceed agreed upon fee of \$70,000.00; 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 6th day of July 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 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 for the 2023-2024 School Year, 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) Trainings on trauma and trauma-informed care for a total amount of thirty hours of trauma-informed professional development by the end of the school year
- c) Facilitation of student champion teams at LaSalle and Gaskill Preparatory Schools, and at Niagara Falls High School
- d) Site visits to all eleven schools and classroom-based coaching during the 2023-2024 school year for a total of ten hours for each school
- e) Offer parent engagement workshops on Trauma at both Prep Schools for a total of sixteen (16) hours by the end of the 2023-2024 school year

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 Administrator 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 staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

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 \$70,000.00, in two (2) equal installments of \$35,000 payable to the order of the Foundation on December 30, 2023 and June 30, 2024. 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 July 1, 2023 to June 30, 2024, 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: 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
OF THE
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PROJECT L.E.E. INC. FOR STUDENT SUPPORT SERVICES FOR SUMMER PROGRAMMING (JULY 1, 2023 - AUGUST 31, 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, For this past Spring 2023, the District contracted with Project L.E.E. Inc. at the Prep schools to provide student mentorship; and

WHEREAS, Project L.E.E. Inc. has extensive experience in mentoring and teaching youth and using motivational workshops to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Project L.E.E. Inc., to provide mentoring, social, and emotional support services for students participating in the Prep Credit Recovery Program in Summer 2023; and

WHEREAS, District Administration has negotiated a new Contract with Project L.E.E. Inc., to provide such services for two (2) hours per day for twenty (20) days of the Prep Credit Recovery Program during the summer at a cost not to exceed \$6,000.00 for period effective 7-1-2023 and to terminate 8-31-2023; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Project L.E.E. Inc for Prep Student Support Services for Summer Program (7-1-2023 - 8-31-2023) at a sum not to exceed \$6,000.00 for the period July 1, 2023 through August 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
PROJECT L.E.E., INC

THIS AGREEMENT, made this 6th day of July 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 Project L.E.E. Inc., PO Box 392, Buffalo, New York 14205.

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 Project L.E.E. Inc. as an independent contractor to render to the District professional services regarding implementation of the 21st Century Prep Grant and Mental Health Professional Demonstration Grant objectives and Project L.E.E. Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Project L.E.E. Inc shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Prep Grant and Mental Health Professional Demonstration Grant for the Prep Credit Recovery Program during the summer of 2023, including:

- Student Mentoring
- Motivational workshops
- July 10 – August 10, 2023; Monday – Thursday; two (2) hours per day for twenty (20) days
- Social Emotional Learning (SEL) support to students

All of the functions will be performed by Project L.E.E. Inc and shall be coordinated with the Summer Program Director and/or District Administration. Project L.E.E. Inc possesses a thorough knowledge of social support services as they relate to the implementation of 21st Century Prep Grant and Mental Health Professional Demonstration Grant objectives.

3. Relationship Between the Parties Project L.E.E. Inc. shall not be an employee of the District. Project L.E.E. 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. Project L.E.E. 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 Project L.E.E. Inc. for services hereunder a sum not to exceed \$6,000.00 to be paid in full after completion of two (2) hours per day for twenty (20) days of summer programming and by August 31, 2023. Payment checks payable to the order of Project L.E.E. Inc. shall be deemed full payment to and acquittance by Project L.E.E. Inc.

5. Indemnification. To the fullest extent permitted by law, Project L.E.E. Inc, 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, it's agents, servants and/or employees.

6. Taxes and Insurances. Project L.E.E. Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Project L.E.E. 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 July 1, 2023 to 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 Project L.E.E. Inc under this Agreement are unique and personal. Accordingly, Project L.E.E. 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.

PROJECT L.E.E., INC
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BEST-SELF BEHAVIORAL HEALTH (JULY 1, 2023 - JUNE 30, 2024)

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 \$90,000 for period effective 7-1-2023 and to terminate 6-30-2024; 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 \$90,000 for the period July 1, 2023 through June 30, 2024, 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
BESTSELF BEHAVIORAL HEALTH, INC.

THIS AGREEMENT, made this 6th day of July 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 (July 1, 2023 to June 30, 2024), including:

- BestSelf's School-based Program Director and mental health counselors will provide individual and group counseling to referred students
- BestSelf's School-based Program Director will work with District Project Director to assess needs of students and create and implement a plan to increase access to mental health supports, with an emphasis on Tier II and Tier III interventions
- BestSelf's School-based Program Director will provide clinical supervision for BestSelf counselors working in the District
- 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 to establish a Family Support Center and satellite locations
- Provide crisis intervention to students in need and link families to outside resources
- Attend identified meetings with District team to identify challenges, expand mental health partnerships and increase availability of Tier III mental health services

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 \$90,000.00. The District shall pay \$90,000.00 in six installments of \$15,000 on August 31, 2023, October 31, 2023, December 31, 2023, February 28, 2024, April 30, 2024, and June 30, 2024. 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 July 1, 2023 to June 30, 2024, 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 OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Elizabeth Woike-Ganga,
President & Chief Executive Officer
Russell Petrozzi
President, Board of Education

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES FOR SUMMER 2023 (JULY 1, 2023 - AUGUST 31, 2023)

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 seven (7) 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 \$17,500 for period effective 7-1-2023 – 8-31-2023; 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 seven (7) full day trainings at a sum not to exceed \$17,500 for the period July 1, 2023 – August 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
THE NIAGARA ALLIANCE FOR RESTORATIVE PRACTICES, INC.

THIS AGREEMENT, made this 6th day of July 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 (July 1, 2023 – August 31, 2023), including:

- Seven (7) 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 for elementary, prep, and high school level staff

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 \$17,500 in full after completion of seven (7) full day trainings to staff members on Restorative Practices by August 31, 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 July 1, 2023 to 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 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.
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE LASALLE EARLY CHILDHOOD CENTER INC. PREKINDERGARTEN - FOR A 4-YEAR OLD PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE 2023-2024 SCHOOL YEAR. THE PROGRAM WILL SERVE 18 CHILDREN

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

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

WHEREAS, The LaSalle Early Childhood Center is such a qualified and competent agency and the District wishes to contract with it to provide the required instructions to four-year-old children; now therefore be it

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

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said appointment, 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 AGREEMENT
LASALLE EARLY CHILDHOOD CENTER, INC.
PREKINDERGARTEN-4 YEAR OLD PROGRAM

This Agreement, made July 6, 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 2023-24 school year, commencing on or about September 1, 2023, and ending on or about June 30, 2024, 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-old children 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 \$189,294.00 to be broken down into ten (10) payments of \$18,929.40 each payable on the 30th of each month commencing with September 30, 2023, to service 18 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 agreement.

5. The Agency shall maintain general liability insurance in amount(s) acceptable to the District. All policies shall name the District as additional party insured. Certificates of insurance shall be filed with the District prior to the commencement of any activities under this Agreement.

6. This Agreement shall commence September 1, 2023 and terminate June 30, 2024 provided, however, that in the event the Agency is unable to enroll or fails to maintain such enrollment then in either event the District, at its option, may terminate this Agreement sooner by giving the Agency 30 days written notice to terminate and this Agreement shall terminate at the expiration of such 30 days.

7. This Agreement shall in all respects be subject to all applicable laws, statutes, and regulations of the State of New York and/or agencies of the State of New York as may be required by law.

Approved:

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

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 2023 - 2024 SCHOOL YEAR

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 325 hours of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$48,859.00; and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2023 and ending June 30, 2024; 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 July 6, 2023 through June 30, 2024 is \$48,859.00; 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 6th day of July, 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 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) 325 hours of coaching services for the Pre-K 3 and 4 programs in 2023-2024 school -year.

- b) Three (3) days of new teacher training in August and five (5) days of Professional Development Services for the Pre-K 3 and 4 teachers on the District-wide Superintendent's Conference Days scheduled for August 31, 2023, September 6, 2023, November 7, 2023, January 26, 2024 and March 15, 2024.
- 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 \$48,859.00 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 July 6, 2023 to

June 30, 2024 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL FOR CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND THE CREATIVE CURRICULUM/TEACHING STRATEGIES. CREATIVE CURRICULUM/TEACHING STRATEGIES WILL PROVIDE NINE (9) DAYS OF SERVICE TO ALL 26 PRE-K TEACHERS. SERVICES WILL BE DIVIDED BETWEEN PROFESSIONAL DEVELOPMENT AND TRAINING, AND ON-SITE COACHING

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, Teaching Strategies, LLC ("TS") will provide 6 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$31,455.00 and

WHEREAS, The Contract shall be effective for a term commencing July 6, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and Teaching Strategies LLC ("TS") attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period July 6, 2023 through June 30, 2024 is \$31,455.00; 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 July 6, 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 Teaching Strategies, LLC ("TS") (hereinafter Teaching Strategies) 4500 East West Highway, Suite 300 Bethesda, MD, 20814, 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 Teaching Strategies as an independent contractor to render to the District the services, and Teaching Strategies hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Teaching Strategies shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) Three (3) days of training for new to Pre-K level teachers on Pre-K objectives and the Teaching Strategies curriculum and assessment programs, in August of 2023.

b) Two (2) days of coaching services for the Teaching Strategies Pre-K 3 and 4 curriculum in November of 2023.

c) Two (2) days of coaching services for the Teaching Strategies Pre-K 3 and 4 curricula in January of 2024.

d) Two (2) days of coaching services for the Teaching Strategies Pre-K 3 and 4 curricula in March of 2024.

e) Other duties as deemed appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Teaching Strategies shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Teaching Strategies shall not be an employee of the District. Teaching Strategies 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 Teaching Strategies. Upon receipt of payment invoices, the District shall pay to Teaching Strategies its services hereunder a sum not to exceed \$31,455.00 in 4 payments following services rendered upon receipt of invoices as follows: first payment of \$7,863.75 on September 1, 2023 second payment of \$7,863.75 on November 30, 2023, third payment of \$7,863.75 on January 31, 2024. Fourth payment of \$7,863.75 on March 31, 2024.

Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

5. Indemnification. To the fullest extent permitted by law, Teaching Strategies 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. Teaching Strategies 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. Teaching Strategies and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 6, 2023 to June 30, 2024 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 Teaching Strategies under this Agreement are unique and personal. Accordingly, Teaching Strategies 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (FIRE) FOR THE 2023 - 2024 FISCAL YEAR (SG 3)

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (Fire) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2023; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for Fire Systems of the attached agreement between the City School District of the City of Niagara Falls and Johnson Controls, Inc. (Fire) for an additional year (07/01/2023 through 06/30/2024); and be it further

RESOLVED, That the terms and conditions of the Contracts 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 Agreements; and be it further

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

EXTENSION OF PLANNED SERVICE AGREEMENTS BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND JOHNSON CONTROLS, INC. (HVAC & MECHANICAL) FOR THE 2023 - 2024 FISCAL YEAR (SG 3)

WHEREAS, The City School District of the City of Niagara Falls, New York is committed to improving the efficiency of operations; and

WHEREAS, A Planned Service Agreement is necessary to achieve the goal; and

WHEREAS, The Planned Service Agreement Committee has reviewed and determined that the contract, "Planned Services Agreement Proposal," Johnson Controls, Inc. is the most desirable organization to achieve its objectives and in furtherance thereof negotiated this Planned Service Agreement with Johnson Controls, Inc. (HVAC) for Board approval; and

WHEREAS, The current Planned Services Agreement expires on June 30, 2023; and

RESOLVED, That the Niagara Falls Board of Education approves the extension of the Planned Service Agreements for chillers, Mechanical Equipment and Facilities Management System Controls, of the attached agreement between the City School District of the City of Niagara Falls and Johnson Controls, Inc. (HVAC) for an additional year (07/01/2023 through 06/30/2024); and be it further

RESOLVED, That the terms and conditions of the Contracts 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 Agreements; and be it further

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Cancemi moved for approval of the following resolution. Mr. Bilson seconded the motion.

APPROVAL OF AGREEMENT FOR COPY ROOM SPACE BETWEEN THE BOARD OF EDUCATION AND THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES (BOCES) ORLEANS/NIAGARA (SG3)

WHEREAS, BOCES Orleans/Niagara has utilized copy room space from the Board of Education in the past for its central printing services; and

WHEREAS, BOCES Orleans/Niagara is currently utilizing copy room space in the Board of Education Central Offices and is currently providing copying services to the District as required; and

WHEREAS, the District and BOCES Orleans/Niagara wish to formalize and continue this arrangement; therefore, be it

RESOLVED, That the Board of Education approve the Agreement for Copy Room Space Between the Board of Education and the Board of Cooperative Educational Services (BOCES) Orleans/Niagara commencing on the date(s) each school board approves the lease and continuing thereafter until terminated pursuant to the provisions of the Agreement; and

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

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

LEASE AGREEMENT

This is a Lease Agreement by and between the City School District of the City of Niagara Falls, New York, a school district created and existing pursuant to the laws of the State of New York, hereinafter sometimes referred to as "the District", with its principal offices at 630 66th Street, Niagara Falls, New York, 14304, and the Orleans/Niagara Board of Cooperative Educational Services (Orleans/Niagara Board of Cooperative Educational Service (Orleans/Niagara BOCES), hereinafter sometimes referred to as "the BOCES", created and existing under the laws of the State of New York, with its principal offices at 4232 Shelby Basin Road, Medina, New York 14103.

1. Premises:

The District hereby leases to BOCES at no cost and BOCES hereby leases from the District the use of certain space in the District's Central Office Building located at 630 66th Street, Niagara Falls, New York 14304.

The District shall also permit the BOCES at no cost, to use in common with others the common areas which shall include but not be limited to lavatories, hallways, staff rooms and parking areas, respectively ("shared use space"), during such times as the building is opened which use shall be subject and subordinate to and in accordance with a scheduling determined solely by the District and subject to the normal and reasonable business operations procedures of the District.

The area specifically leased by the BOCES, together with the above-referenced shared use space, shall hereinafter be referred to as "the leased premises".

2. Use:

All leased space located at 630 66th Street, Niagara Falls, New York is to be used for Copy room services and staff preparation space for the BOCES' staff and for related office and program support functions.

The use of the shared use space shall not interfere with or infringe upon the scheduling of programs related to the educational objectives and the purposes and other use agreements of the District which shall have priority. Should the space be needed by the District, it may be reduced or this Lease may be terminated pursuant to paragraph 7(A)(i) of this Agreement.

3. Term:

The term of this Agreement shall commence on the date(s) each school board approves the lease, and continue thereafter until terminated, provided, the District and/or BOCES shall terminate this Lease as provided in paragraph "7" herein.

4. District Obligations:

The District shall, at its expense, during the Lease term:

- a. Perform any and all necessary (major and minor) exterior or interior maintenance or repairs to the leased premises, including but not limited to maintenance or repair of the buildings' foundation(s), bearing walls, exterior or interior walls, sub flooring, roofing, exterior or interior doors, boilers, heating systems, ventilation systems, air conditioning systems, windows and skylights (if any);
- b. Furnish utility services, including heating fuel(s), electricity, water service, sewage service and telephone service, to the leased premises;
- c. Maintain the electrical, plumbing and sewage systems for the leased premises;
- d. Clean and maintain the leased premises in presentable condition; and
- e. The District shall assume liability and indemnify the BOCES for any damages sustained as a result of or occasioned by the negligent acts or omissions of the District, its agents, representatives, employees, patrons, volunteers, contractors, or others claiming and using the premises through the District.

5. BOCES Obligations:

The BOCES shall, at its expense, during the Lease term:

- a. Assume liability and indemnify the District for any damages sustained as a result of or occasioned by the negligent acts or omissions of the BOCES, its agents, representatives, employees, patrons, volunteers, contractors or others claiming and using the premises through BOCES;
- b. During the term of this Agreement and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the District as an additional party insured in an amount of One Million Dollars (\$1,000,000.00) for loss of life or bodily injury to one or more persons and Three Hundred Thousand Dollars (\$300,000.00) for property damage due to fire, with an umbrella excess coverage in the minimum amount of Ten Million Dollars (\$10,000,000.00) for loss of life or bodily injury and property damage (provided that the property is not under the BOCES' care, custody

and control) arising from the BOCES' use and occupancy of the leased premises and/or the equipment therein and/or occurring on the premises.

The insurance shall name the District as an additional insured. The BOCES shall furnish the District with certificates of such insurance no later than thirty (30) days prior to commencement of the term, which certificates shall provide among other things that the insurance shall not be canceled except upon (30) days prior written notice to the District.

- c. Allow an authorized agent of the District to enter the leased premises at all hours and at all times during the term of this Lease for any purpose whatsoever, but shall make reasonable effort not to disturb the leased premises or disrupt the operations of the BOCES for the purpose of inspecting the premises.
- d. Make every reasonable effort to keep clean and orderly the leased premises.
- e. Not assign or pledge nor let or underlet the whole or any part of the leased premises, nor make any alteration therein without the written consent of the District under the penalty of forfeiture and damages.
- f. Quit and surrender the leased premises at the expiration of the term in as good a state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.
- g. Shall not be obligated for nor pay additional cost for the operation of the leased premises if required to be opened by BOCES on dates closed by the District. Said times shall be consistent with the adopted BOCES Regional Calendar annually provided to the district.

6. Quiet Enjoyment:

Upon the BOCES's performance of all of the covenants and conditions on its part to be performed, the BOCES shall peaceably and quietly hold and enjoy the leased premises for the term hereby granted, without hindrance or interruption by the District, subject to the covenants and conditions contained in this Agreement.

7. Termination:

A. The District shall have the right to reduce the size of the rented premises without penalty or any other further obligation upon thirty (30) days written notice to the BOCES upon:

- (i) Its determination that the premises leased herein are needed by it for other educational and or administrative purposes, and the lack of such space would require it to obtain space elsewhere to conduct its business, however, that should the District terminate this Lease or reduce the size of the rented premises pursuant to this provision it shall make a reasonable effort to provide comparable space at like terms to BOCES within the District;
- (ii) Failure of the BOCES to abide by any of the covenants, terms and provisions of the Agreement;
- (iii) The destruction of the leased premises and the determination of the District not to rebuild and/or repair the premises.

B. The District will give BOCES written notice at least 30 days prior to the effective date of any such reduction of space for rented premises as provided in 7(A).

In the event of the default by BOCES of any provisions of this Lease to be performed by BOCES, the District shall give notice to BOCES of the default and demand it be cured within thirty (30) days of the date of such notice. In the event BOCES fails to cure the default within said thirty (30) day period, the District may terminate the lease.

C. Notwithstanding anything in this paragraph 7 to the contrary, the District and BOCES shall each have the right to terminate this Lease or reduce the space of rented premises effective on July 1, of each year, provided the party so requiring such termination or reduction gave written notice to the other party on or before June 1 of the said year.

8. Entire Agreement:

This agreement contains all of the terms and conditions of the Lease between the parties, and there are no other terms and conditions with regard to same.

9. Severability:

If any of the provisions, terms or clauses contained in the Agreement are declared illegal, unenforceable or ineffective in a legal forum of competent jurisdiction, then such provisions, terms or clauses shall be deemed severable, such that all other provisions, terms or clauses contained in this Agreement shall remain valid and binding upon both parties.

In Witness Whereof, the parties have executed this Agreement on the dates stated hereinbelow:
FOR THE DISTRICT:

Signature
Title: President

Date_____

FOR THE BOCES:

Date_____

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AMENDMENTS OF TRANSPORTATION CONTRACTS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND FIRST STUDENT, INC. FOR TRANSPORTATION SERVICES SEPTEMBER 1, 2023 - JUNE 30, 2024 (SG3)

WHEREAS, An RFP was published by the District, and First Student, Inc. successfully scored criteria points at a level above the District set point; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law in Years 2-3 and established in the RFP in Year 1; and

WHEREAS, The District has four (4) Transportation Contracts with First Student, Inc., which it wishes to amend for the period September 1, 2023 - June 30, 2024 to reflect a cost increase equal to the 2023 CPI of 3.5% for year 2 of 3 of approved contracts in compliance with all laws, rules and regulations pertaining to transportation of students subject to the approval of the Commissioner; therefore be it

RESOLVED, That the Board of Education hereby approves the amendments of the Transportation Contracts listed below, with the District's current Contractor, First Student, Inc. for transportation services, for the period September 1, 2023 - June 30, 2024, at a cost not to exceed the 2022 RFP costs together with an increase in an amount equal to the 2023 Consumer Price Index of 3.5%, as provided in the law:

- 451 Out of District Transportation
 - 452 Visually Challenged Transportation
 - 453 BOCES Mid-Day and Full Day Transportation
 - 454 Wheelchair Transportation
- and further

RESOLVED, That such action is subject to the approval of the Commissioner of Education as provided by applicable provisions of New York State Education Law; and further

RESOLVED, That the Board of Education approves the Amendments to Contracts between the District and First Student, Inc. providing for terms and conditions of performance required of First Student, Inc.; and further

RESOLVED, That the President of the Board be authorized and directed to execute the amendments of the Transportation Contracts hereto attached, subject to other terms and conditions as may be required by the School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Amendments of Transportation Contracts.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AMENDMENTS OF TRANSPORTATION CONTRACTS BETWEEN THE SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA FALLS COACH LINES FOR TRANSPORTATION SERVICES JULY 1, 2023 - JUNE 30, 2024 (SG3)

WHEREAS, According to §305, subdivision 14 of the State Education Law, extensions of existing Transportation Contracts are permitted for a maximum of five (5) years, subject to the power of the Commissioner of Education to approve or disapprove; and

WHEREAS, The price increase in any annual extension is limited to an amount, which does not exceed the preceding year's Contract price by more than the increase, in the appropriate Consumer Price Index (CPI) provided in the law; and

WHEREAS, The District has eleven (11) Transportation Contracts with Niagara Falls Coach Lines, Inc., which were extended through August 31, 2025 as approved on April 22, 2020; and

WHEREAS, The District wishes to execute contract amendments providing for an increase of existing contract extensions by the 2023 CPI rate of 3.5% for the period 7/1/2023 – 6/30/2024 in compliance with all laws, rules and regulations pertaining to transportation of students therefore; be it

RESOLVED, That the Board of Education hereby approves the amendments of the Transportation Contract extensions listed below, with the District's current Contractor, Niagara Falls Coach Lines, Inc. for transportation services, for the period July 1, 2023 – June 30, 2024 reflecting a cost increase equal to the 2023 Consumer Price Index of 3.5%, as provided in the law, for year 2023 – 2024:

E00/5/5/9/6D	Regular Education
E00/5/2/4/8D	Kindergarten
E00/5/2/4/5D	Integration
E00/5/2/4/7D	Trainable
E00/5/5/9/1D	Specials
E00/5/5/9/2D	Special Needs
E00/5/5/9/4D	
C/5/7/5/9/1/9/D	
C/5/7/5/9/2/0/C	
Field Trips	
Aides / Monitors	
Summer Aides / Monitors	
E/6/1/1/3/5/6C	Summer School Regular
E/6/1/1/3/5/7C	Summer School Special Needs

and further

RESOLVED, That such action is subject to the approval of the Commissioner of Education as provided by applicable provisions of New York State Education Law; and further

RESOLVED, That the Board of Education approves the Amendments to Contract extensions for the period July 1, 2023 – June 30, 2024 between the District and Niagara Falls Coach Lines, Inc. providing for terms and conditions of performance required of Niagara Falls Coach Lines, Inc.; and further

RESOLVED, That the President of the Board be authorized and directed to execute the amendments of the Transportation Contract extensions hereto attached, subject to other terms and conditions as may be required by the School District Attorney; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on the Transportation Contracts and the Contract.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

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 2023-2024 (SG 1, 2)

WHEREAS, The District determined that integration of technology in the classroom is essential for the adaptation of technology by the teaching staff; and

WHEREAS, In the 2009-10 school year the District entered into a Contract with T.E.M.P., LLC to provide professional development services which supported the District's technology initiatives; and

WHEREAS, for school year 2023 -2024 the District chooses to again engage TEMPS. LLC for the services of Trainers, at agree price of \$50 per hour, Tier 3 interventionists, at agree price of \$35 per hour, for a total cost not to exceed Two Hundred Seventy Four Thousand and Ninety Five Dollars (\$274,095), and

WHEREAS, The Agreement shall be effective for a term commencing July 1, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Contract for professional consultant services between the City School District Of The City Of Niagara Falls and T.E.M.P., LLC a copy of which is attached hereto, be approved; and be it further

RESOLVED, that the Contract is subject to such modification as the Superintendent and School District Attorney deem appropriate; and further

RESOLVED, That the President of the Board of Education be and is authorized to execute said Contract; and

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

**CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT, made this first day of July, 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 T.E.M.P., LLC, 8649 Hennepin Avenue, Niagara Falls, NY 14304, (hereinafter "T.E.M.P., LLC").

WITNESSETH:

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

1. Engagement of T.E.M.P., LLC. The District hereby engages T.E.M.P., LLC as an independent contractor to render to the District the services, and T.E.M.P., LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of T.E.M.P., LLC: T.E.M.P., LLC shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) Performance in support of District Technology Initiatives

- b) Provide technology training for teachers using district technology resources
- c) Assist in training and support of teachers in the integration of technology into existing district curriculum and curriculum development
- d) Other duties as appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his/her designee. T.E.M.P., LLC shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. T.E.M.P., LLC shall not be an employee of the District. T.E.M.P., LLC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to T.E.M.P., LLC. Upon receipt of payment invoices, the District shall pay to T.E.M.P., LLC for its services hereunder, a sum of:

- For trainers: Fifty dollars (\$50) per hour not to exceed 40 hours of service per week and 1200 total hours for group for the term of this contract for 4 individuals performing the services, at a not to exceed cost of Sixty Thousand Dollars (\$60,000).

- For interventionists: Thirty-five dollars (\$35) per hour not to exceed 15 hours per week per individual, for 23 individuals, for a maximum total of 6117 hours for the group, at a not to exceed cost of Two Hundred Fourteen Thousand and Ninety Five dollars (\$214,095),

- All for a maximum total cost to not exceed Two Hundred Seventy Four Thousand and Ninety Five Dollars (\$274,095).

- Payment shall be made upon receipt of invoices listing the hours of services rendered by the individuals performing the services.

Payment checks payable to the order of the T.E.M.P., LLC shall be deemed full payment to and acquittance by the T.E.M.P., LLC.

5. Indemnification. To the fullest extent permitted by law, T.E.M.P., LLC shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. T.E.M.P., LLC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. T.E.M.P., LLC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days' prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from July 1, 2023 to

June 30, 2024, provided however, that either party may at any given time terminate this contract in all respects by giving to the other party thirty days advance written notice of its election to terminate the same.

8. Assignment: The services to be rendered by T.E.M.P., LLC under this Agreement are unique and personal. Accordingly, T.E.M.P., LLC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

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

T.E.M.P., LLC

City School District of City Of

Niagara Falls

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
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 CHANGE ORDER NO. 001 FOR WEATHERPROOFING TECHNOLOGIES, INC. FOR GENERAL CONSTRUCTION WORK ON THE REPLACEMENT OF THE ROOF ON THE COMMUNITY EDUCATION CENTER

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, has recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves attached Change Order No. 001 for -\$29,768.61 to Weatherproofing Technologies, Inc 3735 Green Rd Beachwood, OH 44122; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

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. 3 TO WEATHERPROOFING TECHNOLOGIES, INC. FOR GENERAL CONTRACTING WORK FOR REPLACEMENT OF COMMUNITY EDUCATION BUILDING ROOF

WHEREAS, The Board of Education executed a Contract, dated December 22, 2022, with Weatherproofing Technologies, Inc. for General Contracting work to replace the roof at the Community Education Building, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Weatherproofing Technologies Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$646,086.58; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$32,304.33; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$646,086.58 to Weatherproofing Technologies Inc. 3735 Green Rd Beachwood, Ohio 44122 in accordance with the Application and Certificate for Payment No 03; and further

RESOLVED, That the appropriation be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

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. 4 TO WEATHERPROOFING TECHNOLOGIES, INC. FOR GENERAL CONTRACTING WORK FOR REPLACEMENT OF COMMUNITY EDUCATION BUILDING ROOF

WHEREAS, The Board of Education executed a Contract, dated December 22, 2022, with Weatherproofing Technologies, Inc. for General Contracting work to replace the roof at the Community Education Building, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Weatherproofing Technologies Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$298,909.37; and

WHEREAS, The Application is in accordance with the Contract and is inclusive of the required 5% retention in the amount of \$14,945.47; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$298,909.37 to Weatherproofing Technologies Inc. 3735 Green Rd Beachwood, Ohio 44122 in accordance with the Application and Certificate for Payment No 04; and further

RESOLVED, That the appropriation be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
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 WEATHERPROOFING TECHNOLOGIES, INC. FOR GENERAL CONTRACTING WORK FOR REPLACEMENT OF COMMUNITY EDUCATION BUILDING ROOF - RETENTION

WHEREAS, The Board of Education executed a Contract, dated December 22, 2022, with Weatherproofing Technologies, Inc. for General Contracting work to replace the roof at the Community Education Building, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Weatherproofing Technologies Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$83,288.60; and

WHEREAS, Repair work on the Community Education Building roof has been reviewed the by the Architect and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$83,288.60; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$83,288.60 to Weatherproofing Technologies Inc. 3735 Green Rd Beachwood, Ohio 44122 in accordance with the Application and Certificate for Payment No 05; and further

RESOLVED, That the appropriation be expended from the Capital Fund and reimbursement for expenses associated with the replacement of the roof will be inter-funded from the General Fund.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF AUTHORITY TO MAKE BUDGET TRANSFERS AND AMENDMENTS AS NEEDED TO EXPEDITE YEAR-END BUDGET CLOSEOUT

Budget Transfers and Amendments as Needed to Expedite Year-End Budget Closeout

WHEREAS, A Completed finalized budget infers that all accounts should be properly balanced, suggesting a need for budget transfers and amendments when necessary; and

WHEREAS, Budget transfers and amendments may be needed at times throughout the fiscal year and in the month of July and August 2023 which may exceed \$5,000; therefore, be it

RESOLVED, That the Board of Education authorize the Superintendent to make all needed budget transfers and amendments during the month of July and August 2023 as it pertains to the 2022-2023 budget, regardless that they may exceed \$5,000; and further

RESOLVED, That the Superintendent review and approve all such transfers and amendments with the understanding that the Board will receive a transfer and amendment register in August 2023 which will show all transactions made and approved by the Superintendent of Schools.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND HEINEMANN PUBLISHING, FOR PROFESSIONAL DEVELOPMENT, FROM AUGUST 1, 2023 - JUNE 30, 2024.THE SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED

WHEREAS, implementation of new instructional resources requires professional development and training; and

WHEREAS, The District wishes to retain Heinemann, as the sole publisher of Fountas and Pinnell Classroom and provider of professional development and training; and

WHEREAS The Contract will be for a term commencing August 1, 2023, and terminate June 30, 2024 for an amount not to exceed \$32,000 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with Heinemann, a copy of which is hereto attached which provides, among other things, for a term commencing August 1, 2023 and terminating June 30, 2024 for an amount not to exceed \$32,000.00; 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

APPROVAL OF THE PROPOSED POLICY(IES)

RESOLUTION WAIVING 30 DAY TABLING OF POLICIES BELOW: on a motion by Mr. Vilardo, seconded by Mr. Paretto. All in favor. Tabling waived.

Mr. Bass moved to adopt the following policy. Mr. Bilson seconded the motion.

RESOLUTION ADOPTING NIAGARA FALLS CITY SCHOOL DISTRICT REMOTE INSTRUCTION PLAN

WHEREAS, Pursuant to Board direction, policies or plans of the District are revised or updated to align with current practices and to be in compliance with statutory requirements; and

WHEREAS, The following plan is in accordance with section 175.5 of the Commissioner's regulations and local Board preference; and

WHEREAS, The Board has reviewed and endorsed the recommended plan; therefore be it

RESOLVED The Board hereby approves and adopts the attached Emergency Remote Instruction Plan.

City School District of the City of Niagara Falls
Emergency Remote Instruction Plan

INTRODUCTION

The City School District of the City of Niagara Falls developed the following Emergency Remote Instruction Plan to address the instruction of students if extraordinary circumstances prevent students and staff from physically attending school. The Emergency Remote Instruction Plan meets the requirements of New York State Education Commissioner's Regulations for inclusion in the 2023-2024 District-Wide School Safety Plan.

BACKGROUND INFORMATION

The NYS Education Department (NYSED) authorized a "snow day pilot" program during the Covid-19 pandemic 2020-2021 and 2021-2022 school years. This program allowed school districts to deliver instruction remotely on days in which they would otherwise have closed due to an emergency.

To give districts greater predictability, in September 2022, the NYSED Board of Regents amended section 175.5(e) of the Commissioner's regulations to codify this flexibility. Districts that would otherwise close due to an emergency may, but are not required to, remain in session and provide instruction through remote learning and count these instructional days towards the annual hours requirement for State Aid purposes. Instruction must be provided to all students and be consistent with the definition of remote instruction, as explained below. In addition, beginning with the 2023-2024 school year, such instruction must be consistent with the school district's Emergency Remote Instruction Plan.

NYSED also amended section 155.17 of the Commissioner's regulations to require public schools, BOCES, and county vocational education and extension boards amend their

District-Wide School Safety Plans to include plans for remote instruction beginning with the 2023-2024 school year. This gives the public an opportunity to provide feedback on such plans for remote instruction prior to their adoption. The Emergency Remote Instruction Plan must include the methods that the school district will ensure the availability of: devices; internet access; provision of special education and related services for students with disabilities; the expectations for time spent in different remote modalities.

Such plans also require that each chief executive officer of each educational agency located within a public school district report information on student access to computing devices and access to the internet each year.

NYSED additions to section 100.1 of the Commissioner's regulations define the term "remote instruction." This definition identifies various ways in which remote instruction may be delivered, but which must include, in all situations, regular and substantive teacher-student interaction with an appropriately certified teacher.

The NYS Board Regents adopted the amendments noted above that became effective as a permanent rule on September 28, 2022. Sections 200.7, 200.16, and 200.20 of the Regulations of the Commissioner of Education were amended, and became effective September 13, 2022, and December 12, 2022, as an emergency action for the preservation of the general welfare to permit approved special education providers to provide remote instruction in the 2022-2023 school year on days they would otherwise close due to an emergency and to count such instructional days towards 14 minimum requirements and to identify the ways in which such remote instruction may be delivered. These amendments relate to remote instruction and its delivery under emergency conditions for students in approved private schools for the education of students with disabilities, state-supported schools, state-operated schools, and approved preschool special education programs. These updated regulations now provide the same flexibility for remote instruction under emergency conditions that was given to school districts. The effective date of the final rule was January 25, 2023.

REMOTE INSTRUCTION

The Commissioner's regulations define remote instruction as "instruction provided by an appropriately certified teacher, or in the case of a charter school an otherwise qualified teacher pursuant to Education Law §2854(3)(a-1), who is not in the same in-person physical location as the student(s) receiving the instruction, where there is regular and substantive daily interaction between the student and teacher." For the purpose of this plan, remote instruction means the instruction occurring when the student and the instructor are in different locations due to the closure of one or more of the district's school buildings due to emergency conditions as determined by the Superintendent of Schools. Emergency conditions include, but are not limited to, extraordinary adverse weather conditions, impairment of heating facilities, insufficient water supply, prolonged disruption of electrical power, shortage of fuel, destruction of a school building, shortage of transportation vehicles, or a communicable disease outbreak, and the school district would otherwise close due to such an emergency.

UNSCHEDULED SCHOOL DELAYS AND EARLY RELEASES

Instructional hours that a school district scheduled but did not execute, either because of a delay to the start of a school day or an early release, due to emergency conditions, may still be considered as instructional hours for State Aid purposes for up to two instructional hours per session day, provided the School Superintendent certifies such to NYSED, on the prescribed NYSED form, that an extraordinary condition existed on a previously scheduled session day and that school was in session on that day (NYSED Part 175.5).

The Emergency Remote Instruction Plan shall identify various ways in which instruction may be delivered, including synchronous and asynchronous instruction. In all situations, remote instruction requires regular and substantive teacher-student interaction with an appropriately certified teacher.

Synchronous instruction engages students in learning in the direct presence (remote or in-person) of a teacher in real time. During remote instruction, students and teachers attend together from different locations using technology. Asynchronous instruction is self-directed learning that students engage in learning without the direct presence (remote or in-person) of a teacher. Students access class materials during different hours and from different locations. During an emergency closing, synchronous instruction is the preferred method of instruction, whereas asynchronous instruction is considered supplementary instruction.

ENSURING ACCESSIBILITY AND AVAILABILITY (INTERNET, COMPUTERS / DEVICES)

The City School District of the City of Niagara Falls shall survey families to find out who has a reliable high-speed internet connection. A survey conducted in 2020 identified families who live in the district that do not have access, therefore remote learning is a challenge, if not impossible, for these students. Since 2020, every student who enrolls in the district provides information on internet access and computer accessibility. All survey information is stored and available in Microsoft Teams. When students do not have internet access, the district works with the families to develop a plan to provide instructional materials for them as well as a process for recording attendance and grading. The district works with the community to provide locations where internet access could be used if they are able to use these locations.

Commissioner's regulation 115.17(f) outlines the annual data collection that districts must submit to SED every year by June 30. It requires the school district to survey families regarding internet and device access at the student's place(s) of residence. The chief executive officer (School Superintendent) shall survey students and parents and persons in parental relation to such students to obtain information on student access to computing devices and access to internet connectivity.

District policy [8270 – Instructional Technology, 7317 – Laptop Computer Distribution, Use and Collection, 5170 – Emergency Remote Instruction] and procedures are followed to ensure computing devices are made available to students or other means by which students will participate in synchronous instruction.

City School District of the City of Niagara Falls

Emergency Remote Instruction Plan

POLICIES	<p>The plan adheres to guidance set forth in the following Board of Education policies: [Policy 5170 – Emergency Remote Instruction, Policy 8270 – Instructional Technology, Policy 8271 – Children’s Internet Protection Act: Internet Content Filtering/Safety Policy, Policy 7317 – Laptop Computer Distribution, Use and Collection, Policy 6410 – Staff/Students Acceptable Use policy (AUP) for District Computer Systems].</p>
INTERNET AND DIGITAL DEVICE ACCESS	<p>The school district provides all students in grades K-12 access to a personal laptop computer. In the event of an emergency, closing provisions will be made to the greatest extent possible to ensure that all students have their device at home for instruction.</p> <p>The school district participates fully in the SED Digital Access Survey along with locally developed surveys to assess how many students have internet access at home. The district provides hotspots to any families that indicate a need for reliable internet to facilitate access to learning at home.</p> <p>All faculty should have an alternative general activity for students in the instance that widespread power outages or other disruptions to connectivity occur preventing synchronous connection. If students lose connectivity, then the expectation is they will complete the alternate assignment provided.</p>
PEDAGOGY	<p>All teachers in grades K-12 will use [Microsoft Teams - Office 365] as their primary instructional platform.</p> <p>Several district provided instructional technology software programs are available to support instruction along with a wide array of other resources curated by faculty. Teachers will utilize these programs to differentiate instruction, accessing a variety of delivery methods that best suit their course, grade level, and teaching style. The instructional approach may include a combination of:</p> <p>Synchronous “Live” Instruction - Using [Microsoft Teams] along with other digital platforms, teachers will deliver real time instruction to a full group or subset of students. Teachers may incorporate asynchronous or project based opportunities within this model.</p> <p>Teachers will make personal connections with all students during scheduled class times via [Microsoft Teams]. These connections will allow teachers to take attendance, introduce new content or skills and will allow students to connect with their teachers and peers in order to be guided through lessons, ask questions, and maintain personal relationships. The duration of these synchronous connections depends on the grade level and daily instructional plan but should be the primary mode of instruction and substantial enough to guide learning.</p> <p>Asynchronous “Flipped” Instruction - Using a variety of digital platforms, teachers will deliver captured or recorded lessons with associated expectations for students participation and assignment completion [Near Pod]. These activities may include teacher/student synchronous interactions for a portion of the lesson.</p> <p>Authentic Independent Instruction - Using a variety of methods, teachers will engage students in high quality learning activities. These activities must engage students in the learning process. Teachers will provide assistance to students in this mode of instruction through asynchronous and synchronous methods outlined above.</p>
STUDENT EXPECTATIONS	<p>All students will receive information on how to access course material and instruction from their teachers. Students are expected to follow all directions and requests to participate in instruction to the fullest extent possible. During synchronous instruction students are expected to be school ready. This includes being on time for class, engaging fully through video and audio as directed by their teacher, and presenting themselves in a manner that is in accordance with school expectations.</p> <p>All students are expected to practice appropriate digital etiquette and responsible behavior during assigned [Microsoft Teams]:</p>

	<ul style="list-style-type: none"> • Mute yourself on meets as directed by your teacher • Cameras are to be kept on during classroom meets unless directed specifically by your teacher to do otherwise. <p>Students are expected to work in an appropriate setting when participating remotely / on-line. Work places include a desk, table, kitchen counter, etc... Other locations are not appropriate or acceptable.</p> <p>Student dress must be appropriate in all platforms - the Student Dress Code section of the Student Handbook / Code of Conduct applies to students in all platforms.</p> <p>If there are any circumstances preventing full and appropriate participation the student should let the teacher know. As this is a required attendance day, students must fulfill expectations for satisfactory participation as determined by their teacher.</p>
DAILY SCHEDULE	<p>The virtual day will follow the same schedule framework as the HS, MS and Elementary School to which the student is assigned. As with all school schedules, appropriate breaks will be included in the daily schedule for students and faculty, including time for lunch. Students will attend all assigned classes at their scheduled time. The method of instructional delivery will vary to facilitate appropriate screen time per age level within these parameters. (https://www.nfschools.net/domain/3027)</p>
COMMUNICATION PROTOCOL: INTERVENTION	<p>Teachers will follow the same communication protocols that are established in school for addressing areas of academic or behavioral need. This includes a combination of email, phone calls, and academic/behavioral referrals to the administration. All effective strategies should be accessed to maintain effective communication.</p>
SPECIAL SERVICES	<p>School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability. NYSED recognizes that there may be limitations to implementing certain services or accommodations through remote instruction and as a result, encourages districts to apply a "lens of reasonableness" to their approach. Please see Emergency Remote Instructional Supports for Students with Disabilities [insert hyper link] for specific guidelines.</p>
NON- INSTRUCTIONAL SERVICES <ul style="list-style-type: none"> • TRANSPORTATION • FOOD SERVICE • MAINTENANCE • CUSTODIAL • CLERICAL/ ADMINISTRATIVE SUPPORT 	<p>When a school district is in remote session, non-instructional services may still be required to report to work to perform critical services related to their area of expertise. In the event that the change to remote instruction is due to a snow or other weather emergency, such change will likely impact transportation and other critical services. Decisions whether or not non-instructional employees should report to work will be made and communicated in real time by the appropriate supervisor or administrator based on whether services can be provided in a safe and efficient manner.</p>

NYSED Plan Requirements

1. Policies and procedures to ensure computing devices will be made available to students or other means by which students will participate in synchronous instruction;
2. Policies and procedures to ensure students receiving remote instruction under emergency conditions will access internet connectivity;
3. Expectations for school staff as to the proportion of time spent in synchronous and asynchronous instruction of students on days of remote instruction under emergency conditions with an expectation that asynchronous instruction is supplementary to synchronous instruction;
4. A description of how instruction will occur for those students for whom remote instruction by digital technology is not available or appropriate;
5. A description of how special education and related services will be provided to students with disabilities and preschool students with disabilities, as applicable, in accordance with their individualized education programs to ensure the continued provision of a free appropriate public education; and

6. For school districts that receive foundation aid, the estimated number of instructional hours the school district intends to claim for State Aid purposes for each day spent in remote instruction due to emergency conditions pursuant to section 175.5 of this Chapter.

INSTRUCTIONAL HOURS FOR STATE AID AND REPORTING REQUIREMENTS

Pursuant to Section 175.5 of Education Law the school district may decide to transition to remote instruction in the event emergency conditions dictate the closure of the PreK through Grade 12 facilities. Under the provisions of New York State Education Law and the district Emergency Remote Instruction Plan any instruction sessions provided during the closure of the school facilities are counted towards annual hour requirements for meeting 180 days required for State financial aid.

Annual Hourly Requirements for the purpose of apportionment of State Aid (for districts receiving foundation aid) are noted below:

- 450 instructional hours for pupils in half-day kindergarten
- 900 instructional hours for pupils in full-day kindergarten and grades one through six
- 990 instructional hours for pupils in grades seven through twelve

The district estimates the number of instructional hours it intends to claim for State Aid purposes for each day spent in remote instruction due to emergency conditions from a minimum of 1 remote instruction day due to emergency conditions, up to the full year's annual hourly requirement.

REPORTING

IMMEDIATELY

Whenever a school building must close to instruction due to the activation of its District-Wide School Safety Plan or Building-Level Emergency Response Plan, a Report of School Closure must be submitted to the Commissioner of Education by the School Superintendent as required under CR 155.17(f) via the NYSED Report of School Closure portal. Even when remote instruction is provided during an emergency closure, a Report of School Closure must be submitted. This also applies when instruction can be delivered in an interim location or via another instructional modality.

When it is determined that it is safe to re-open a school building after an emergency closure, the School Superintendent must notify the Commissioner by completing a corresponding Report of School Re-Opening, via the NYSED Report of School Re-Opening portal.

The Report of School Closure is intended to provide immediate notification to the Commissioner regarding an emergency closure. The Report of School Re-Opening notifies the Commissioner of the re-opening and also collects the actual duration of the closure, the location and modality of instruction, and detailed information that may not have been available at the time of the closure.

Reasons for building closures may include, but are not limited to, natural disasters, power outages, instances of infectious disease, extraordinary adverse weather conditions and threats of violence. It is no longer required to submit a Report of School Closure for routine snow days.

ANNUALLY BY JUNE 30TH

The School Superintendent shall notify the NYSED Commissioner the results of the survey on student access to computing devices and access to internet connectivity through the Student Information Repository System (SIRS) every year by June 30th.

END OF THE SCHOOL YEAR

The school district shall report the Emergency Remote Instruction Plan through the State Aid Management System at the end of the school year. After the close of the school year starting with the ending of 2023-2024, the School Superintendent reports remote instructional days under emergency conditions through the State Aid Management System, and certifies this at the time NYSED's Form A is submitted as part of other required certifications. Using the NYSED prescribed form, the School Superintendent certifies to NYSED:

- That an emergency condition existed on a previously scheduled session day and that the school district was in session and provided remote instruction on that day;
- How many instructional hours were provided on such session day; and
- Beginning with the 2023-2024 school year, that remote instruction was provided in accordance with the district's Emergency Remote Instruction Plan.

BOARD OF EDUCATION APPROVAL

As part of the District-Wide School Safety Plan, the school district's Board of Education shall make the Emergency Remote Instruction Plan available for public comment and public hearing for no less than thirty days (30) prior to adoption. The plan must be adopted as part of the District-Wide School Safety Plan annually prior to September 1st and posted on the district website in a conspicuous location.

SUPPORT FOR STUDENTS WITH DISABILITIES DURING EMERGENCY CLOSING VIRTUAL INSTRUCTION

School districts are required to implement supports, services and accommodations, as indicated in students' IEPs or 504 Accommodation Plans, to the best of their ability, when providing virtual instruction.

Special education teachers who provide direct/indirect consultant services will initiate outreach to their students' general education teacher(s) to collaborate on instructional modalities and any necessary accommodations or modifications required of assignments or assessments for the day.

Special education teachers who teach resource room, self-contained special classes either content specific or specialized programs, should follow the same guidance and expectations as classroom teachers in regards to pedagogy, content, class meetings, and flexibility.

Teaching assistants are available for instructional support by way of participating in class meetings, keeping up on classroom assignments and expectations, and serving as additional academic support.

Related service providers are to provide "tele-therapy" services, to the best of their ability. Related service providers are expected to adhere to similar guidelines as other professionals in regard to student and teacher work at home, communication, and flexibility and they will use the students' IEPs to determine an appropriate/reasonable level of communication and support.

Documentation Requirements: Special education personnel are expected to document all supports and services provided to students during this time. Document the manner, means, duration of time, follow up efforts, etc. IEP progress monitoring is required to be collected and reported to parents following the schedule listed on students' IEPs. Medicaid session notes continue to be a requirement for eligible related service providers. Special education teachers/service providers are responsible to hold any virtual professional meetings already scheduled on a day that becomes a virtual instruction day.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Adopted

Mr. Paretto moved to amend of the following policy. Mr. Bilson seconded the motion.

5410 PURCHASING POLICY

2017

5410

1 of 6

Non-Instructional/Business

Operations

- a) The intention and measure of efficient and economical purchasing by the Purchasing Department, shall be to acquire the best possible price for the best products and best services available within the budgetary limits for specific purposes
- b) The purchasing, receiving, storing and distribution of necessary supplies, equipment, and services for use in the education program and for the auxiliary services represent a significant expenditure in the school budget. These items must be procured efficiently and economically. The measure of efficient, economical purchasing is the degree to which the right items are provided at the right price, in the right quantity, to the right place, at the right time.
- c) The Board declares its intention to purchase competitively without prejudice and to seek maximum education value for every dollar expended.
- d) The acquisition of services, equipment and supplies shall be centralized in the Purchasing Department under the direction of the Purchasing Agent, which shall function under the supervision of the School Business Administrator
- e) All requests for expenditures, whether budget items or not, shall be subject to the approval of Department Heads and/or Principals.
- f) Purchasing procedures employed shall comply with all applicable laws and regulations of the state and per Board approved policies. (*See Bid/Procurement Procedures, File DJED.*)

Competitive Bids and Quotations

The following POLICY ON PURCHASING PROCEDURES for the School District of Niagara Falls, New York, was first approved by the Niagara Falls Board of Education at their Regular Board Meeting of November 4, 1993, and at every subsequent yearly Reorganizational Meeting since:

The School District of the City of Niagara Falls, New York, shall comply with the New York State General Municipal Law, Chapter 413, Section 103 governing bid procedures for purchase contracts for items in excess of **twenty thousand dollars (\$20,000)** and public work contracts of thirty-five thousand dollars (\$35,000) or more within a given fiscal year.

The School District shall also adhere to the Education Law, Section 2513 in advertising for said bids. A legal notice shall be published in the School District's Official Newspaper, the **NIAGARA GAZETTE**, at least five (5) days prior to the opening of bids. Any additional advertising to stimulate competitiveness shall be at the discretion of the Administration, based on the subject of the bid.

The Administration has the right to request or waive the formality of a bid or performance bond in the preparation of the bid documents or award, depending on the scope of the bid.

Any sealed bids presented to the Administration after the advertised bid deadline shall remain sealed, time and date noted, and returned to the bidder.

Contracts shall be awarded to the lowest responsible bidder in accordance with specifications, terms and conditions as set forth in the coordinating bid. In the event the Administration awards the contract to any bidder other than the lowest dollar offerer, they shall be required to present justification as to why the purchase was in the best interest of the School District.

The Purchasing Officer shall try to maintain updated Minority Vendor Listings from the published documents and internal records, and whenever possible shall include minority vendors as part of the bidders' list.

In keeping with the Affirmative Action Policy of the School District of the City of Niagara Falls, the Board will attempt to commit five percent (5%) of the total purchases to minority vendors. They shall also encourage capital project contractors to make every reasonable effort to establish the level of minority participation at a minimum of five percent (5%) of the contractor's labor force and/or material purchases from minority enterprises.

All factors being equal, a tie bid shall be awarded to a local vendor. However, in keeping with the Affirmative Action Policy of the School District of Niagara Falls, if a tie exists concerning a local vendor and a minority vendor, all things being equal, the Board of Education will split the award at the consent of both vendors involved. In the absence of consent of both parties, or if the award does not warrant dividing, the tie will be given to the Minority Vendor. When a Minority Vendor and an out-of-town vendor tie, the tie will be given to the Minority Vendor. In all instances, the Minority Vendor designation must be identified by an official certification accompanying the bid.

Request for Proposal Process for the Independent Auditor

In accordance with law, no audit engagement shall be for a term longer than five (5) consecutive years. The District may, however, permit an independent auditor engaged under an existing contract for such services to submit a proposal for such services in response to a request for competitive proposals or be awarded a contract to provide such services under a request for proposal process.

Procurement of Goods and Services

Under Section 104-b of the General Municipal Law, effective June 22, 2010, procurement of goods, and services for which competitive public bidding is not required [items not meeting the dollar limitation value of twenty thousand dollars (\$20,000) or public works of thirty-five thousand dollars (\$35,000)] must still be done in a manner so as to assure the prudent and economical use of public monies, in the best interest of the taxpayers, to facilitate the acquisition of goods, and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

- a) Solicitation for verbal or written quotations shall be done in the procurement of most equipment, costly supplies, and any time a quantity discount can be realized. Variables such as delivery, assembly, lead-time, cost, etc., will determine the mode the Purchasing Department will use in the quotation procedure, and will canvass at least three (3) vendors for pricing, and where three (3) verbal quotation are stipulated, written documentation recording the three (3) vendors solicited shall be retained.
- b) Formal bid procedures may still be utilized at the discretion of the Purchasing Officer if he/she ascertains any advantages can be realized over informal quotations for better pricing, quality, and delivery.
- c) Written Quotations should be received for any public works not subject to competitive bidding in the best interest of the Board, and the Administration will decide at that time whether a performance bond is required.
- d) Whenever possible, Requests for Proposals will be accepted for Professional Services that are usually exempt from the bidding process.
- e) A Selection Criteria will be determined prior to the solicitation of a Request for Proposals by an RFP Selection committee, the committee to be determined by the Superintendent of Schools.

Circumstances where purchases should not be held, awaiting solicitation of bids or quotations should be:

- a) Emergencies where time is a crucial factor: (Documentation should accompany purchase request.)
 - 1. When the situation arises out of an accident or unforeseen occurrence or condition.
 - 2. When property, life, health, or safety, are affected.
 - 3. When situations that require immediate attention occur which cannot await public bidding.
- b) Certain Food Purchases: Whenever possible, quotations are to be done to ascertain that we are getting the best prices possible in the interest of the School District. However, since most food purchases are purchased to compliment meals prepared in conjunction with Free Government Commodities given to the Board on a monthly basis, lead time does not warrant procurement of these type foods on a formal bid/quote basis.
- c) Sole Source Commodities: The Administration must ascertain that these types of commodities are indeed sole source by obtaining documentation.
- d) Professional Services, which ~~because of the confidential nature of the services~~ do not lend themselves to procurement through solicitation, will require a Professional Services Justification Form which will be approved by the Purchasing Agent.
- e) Purchasing items through the New York State Contract (General Municipal Law 104).
- f) Purchasing articles manufactured in the State Correctional Institutions (Correction Law, Sections 184, 186).
- g) Purchasing items from Agencies for the Blind or Disabled (State Finance Law, Section 175-b).
- h) Curriculum will be selected via the District Steering Committee. Procurement of Curriculum Materials which may include print and non-print items, training, subscriptions and licensing will be approved by Board of Education Resolution.

Cooperative Purchasing

A resolution was approved by the Niagara Falls Board of Education at their Regular Board Meeting on July 2, 1998, and at every subsequent yearly Reorganizational Meeting, to endorse cooperative purchasing through the BOCES agencies, and/or various municipalities and government agencies which would benefit the District, expand its purchasing power, and which would be in the best interest of the Niagara Falls City School District.

This would include purchasing from bid results made available by those municipalities who include local government or school districts in the specifications to vendors.

Alternative Formats for Instructional Materials

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's Regulations.

District Plan

As required by federal law and New York State Regulations, the District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. Each school district has the option of participating in the National Instructional Materials Access Center (NIMAC). Whether a district does or does not participate in NIMAC, the district will be responsible to ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner

and in a format that meets NIMAS standards. The New York State Education Department (NYSED) recommends that school districts choose to participate in NIMAC, because this national effort to centralize the distribution of instructional materials in alternate formats will help guarantee timely provision of such materials to students.

For school districts, Boards of Cooperative Educational Services (BOCES), State-operated schools, State-supported schools and approved private schools that choose to participate in NIMAC, contracts with publishers executed on and after December 3, 2006 for textbooks and other printed core materials must include a provision that requires the publisher to produce NIMAS files and send them to the NIMAC (this will not add any cost to the contract).

For more information regarding NIMAC including model contract language, Steps for Coordinating with NIMAC and an IDEA Part B Assurances Application, see website: <http://www.vesid.nysed.gov/specialed/publications/persprep/NIMAS.pdf>

Environmentally Sensitive Cleaning and Maintenance Products

In accordance with Commissioner's Regulations, State Finance Law and Education Law, effective with the 2006-2007 school year, the District shall follow guidelines, specifications and sample lists when purchasing cleaning and maintenance products for use in its facilities. Such facilities include any building or facility used for instructional purposes and the surrounding grounds or other sites used for playgrounds, athletics or other instruction.

Environmentally sensitive cleaning and maintenance products are those which minimize adverse impacts on health and the environment. Such products reduce as much as possible exposures of children and school staff to potentially harmful chemicals and substances used in the cleaning and maintenance of school facilities. The District shall identify and procure environmentally sensitive cleaning and maintenance products which are available in the form, function and utility generally used. Coordinated procurement of such products as specified by the Office of General Services (OGS) may be done through central state purchasing contracts to ensure that the District can procure these products on a competitive basis.

The District shall notify their personnel of the availability of such guidelines, specifications and sample product lists.

Contracts for Goods and Services

No contracts for goods and services shall be made by individuals or organizations in the school that involve expenditures without first securing approval for such contract from the Purchasing Agent.

No Board member or employee of the School District shall have an interest in any contract entered into by the Board or the School District.

Upon the adoption of a resolution by a vote of at least three-fifths (3/5) of all Board members stating that for reasons of efficiency or economy there is need for standardization, purchase contracts for a particular type or kind of equipment, materials or supplies of more than ten thousand dollars may be awarded by the Board to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in law.

20 United States Code (USC) Section 1474(e)(3)(B)

Education Law Sections 305(14), 409-i, 701, 1604, 1709, 1950, 2503, 2554 and 3602

General Municipal Law Articles 5-A and 18

State Finance Law Sections 162 and 163-b

8 New York Code of Rules and Regulations (NYCRR) Sections 155, 170.2, 200.2(b)(10), 200.2(c)(2) and

Adoption Date June 22, 2010

Revised August 26, 2010

Readopted July 6, 2023

THRESHOLDS FOR PURCHASING OF SUPPLIES, EQUIPMENT AND SERVICES

SUPPLIES

CURRENT THRESHOLD

\$1,500 or less

\$1,501 to \$3,500

\$3,501 to \$19,999

\$20,000 and over

QUOTES NEEDED

judgment/catalog pricing

3 verbal quotes

3 written quotes

public and advertised bid

SERVICES

CURRENT THRESHOLD

\$5,000 or less

\$5,001 to 10,000

\$10,001 to \$34,999

\$35,000 and over

QUOTES NEEDED

judgment

3 verbal quotes

3 written quotes

public advertised bid

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Amended

Mr. Paretto moved to amend of the following policy. Mr. Bilson seconded the motion.

5720 TRANSPORTATION OF STUDENTS

2011

5720

1 of 4

Non-Instructional/Business
Operations

NF/EB

SUBJECT: TRANSPORTATION OF STUDENTS

Eligibility for Busing

The Board of Education shall provide transportation to and from school for each secondary student residing within the District who lives more than one and one-half (1-1/2) miles from the school which he/she attends, and for each elementary student who lives more than one (1) mile from the school which he/she attends. According to law, the distance used to determine eligibility is measured by the nearest available public thoroughfare according to engineering maps prepared specifically for the Board for this purpose.

Transportation shall be provided only in respect to attendance at elementary, middle and secondary school during the regular school year and ~~shall not~~ may be provided in respect to attendance at summer school or adult education classes at the discretion of the Superintendent of Schools.

Requests for Transportation to and from Nonpublic Schools

The parent or person in parental relation of a parochial or private school child residing in the School District who desires that the child be transported to a parochial or private school outside of the School District during the next school year should submit a written request to the Board of Education no later than April 1 of the preceding year, or within thirty (30) days of moving into the District. No late request of a parent or person in parental relation shall be denied where a reasonable explanation is provided for the delay.

Transportation to Child Care Locations

Students enrolled in a pre-Kindergarten through eighth grade program may be transported to child care locations within the attendance area of the school that they attend, or may be transported to a licensed or registered child day care center or school-age child care program (pursuant to Section 390 of District, after complying with administrative regulations covering such transportation arrangements).

Transportation to Nonpublic Schools on Holidays

When a holiday falls on a Saturday or Sunday, the Board of Education may choose to close on Friday or Monday in observance of the holiday. Schools that close may provide pupil transportation. However, if the District has not shared its calendar and informed nonpublic schools that it will not transport on the optional holiday, the District is required to provide pupil transportation services on that day to nonpublic schools that are open.

For students with disabilities (ages 5 through 21) who are parentally placed in nonpublic schools outside their district of residency, if special education services are to be provided to a student at a site other than the nonpublic school, the school district of location is responsible for providing the special education services, including, as applicable, arranging and providing transportation necessary for the student to receive special education services. The proportionate share of IDEA Part B dollars could be used for such purpose.

The school district of residence remains responsible to provide transportation to parentally placed nonpublic school students from the student's home to the nonpublic school.

Transportation of Students with Disabilities

Students with disabilities in the District shall be transported up to fifty (50) miles (one way) from their home to the appropriate special service or program, unless the Commissioner certifies that no appropriate nonresidential special service or program is available within fifty (50) miles. The Commissioner may then establish transportation arrangements.

Student Information

Any mode of transportation used on a regular basis to transport students with a disability on a regularly scheduled route shall, upon written consent of the parent or person in parental relation, have maintained on such mode of transportation the following information about each student being transported:

- a) Student's name;
- b) Nature of the student's disability;
- c) Name of the student's parent, guardian or person in a position of loco parentis (person in parental relation) and one or more telephone numbers where such person can be reached in an emergency; and/or
- d) Name and telephone number of any other person designated by such parent, guardian or person in a position of loco parentis as a person who can be contacted in an emergency.

Such information shall be used solely for the purpose of contacting such student's parent, guardian, person in a position of loco parentis, or designee in the event of an emergency involving the student, shall be kept in a manner which retains the privacy of the student, and shall not be accessible to any person other than the driver or a teacher acting in a supervisory capacity. In the event that the driver or teacher is incapacitated, such information may be accessed by any emergency service provider for such purpose.

Such information shall be updated as needed, but at least once each school year and shall be destroyed if parental consent is revoked, the student no longer attends such school, or the disability no longer exists.

Herein the term "disability" shall mean a physical or mental impairment that substantially limits one or more of the major life activities of the student, whether of a temporary or permanent nature.

Fire Extinguishers

School buses manufactured on or after January 1, 1990 fueled with other than diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers and used to transport such students shall be equipped with an automatic engine fire extinguishing system.

School buses manufactured on or after September 1, 2007 fueled with diesel fuel and used to transport three (3) or more students who use wheelchairs or other assistive mobility devices or with a total capacity of more than eight (8) passengers used to transport such students shall be equipped with an automatic engine fire extinguishing system.

The purchase of automatic engine fire extinguishing systems for school buses used to transport such students shall be deemed a proper school district expense.

Transportation of Non-Resident Students

Non-resident families must provide their own transportation.

Transportation to School Sponsored Events

Where the District has provided transportation to students enrolled in the District to a school sponsored field trip, extracurricular activity or any other similar event, it shall provide transportation back to either the point of departure or to the appropriate school in the District unless the parent or legal guardian of a student participating in such event has provided the District with written notice, consistent with District policy, authorizing an alternative form of return transportation for such student or unless intervening circumstances make such transportation impractical. In cases where intervening circumstances make transportation of a student back to the point of departure or to the appropriate school in the District impractical, a representative of the School District shall remain with the student until such student's parent or legal guardian has been contacted and informed of the intervening circumstances which make such transportation impractical; and the student has been delivered to his/her parent or legal guardian.

Transportation in Personal Vehicles

Personal cars of teachers and staff shall not be used to transport students except in the event of extenuating circumstances and authorized by the administration.

Education Law Sections 1604, 1709, 1804, 1903, 1950, 2503, 2554, 2590-e, 3242, 3602-c, 3621(15), 3623-a(2c), 3635, 4401-a, 4401(4), 4402, 4404, 4405, and 4410-6
Vehicle and Traffic Law Section 375(20)(1) and 375(21-i)

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth
Adoption Date July 6, 2023

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Amended

Information and Reports

Public Comment Non-Agenda Items :

Superintendent's Report :

Mr. Laurie shared the following:

Congratulations to the re-elected Board members and officers. All who ran for office are appreciated.

Summer programs for students begin Monday, July 10, 2023..

ELP has 520 students registered; 170 are registered for the high school and prep school programs. Other summer programming starts soon. These programs are grant-funded.

Thanks and welcome to the new audit committee members.

At the meeting of June 22, a speaker asked about Critical Race Theory; the Superintendent has followed up with that speaker and will make fuller comment at the August meeting.

The casino funding (99H) question remains unresolved.

The first day of the academic year is September 7, 2023.

For the first time in many years, there will be no early dismissal of elementary schools on Tuesdays. This will result in additional instructional time.

Governor Hochul will open a new welcome center on August 28 and has requested the NFHS marching/prep bands participate.

Marie Battaglia of Battaglia & Associates successfully sought an additional \$51,240 dollars through the Mentor Teacher Grant; additionally, the Governor will announced that the NFCSD will be the only District in New York State to get two P-TECH grants totally \$2 million. Partners include M & T Bank, NFMCC, and the Casino.

The graduation rate for the four-year cohort is inching toward 86%, up from 67% a few years ago; 93% of seniors who began at high school in September graduated, and nine more should finish this summer.

Board Members Comments and Reports:

Board members congratulated re-elected Board members and Board officers, as well as graduates. They commented that it was a great school year and congratulated those who work hard to serve children. Some expressed appreciation for the support of fellow Board members during health issues and loss of family members.

Adjournment:

At 6:31 p.m. on a motion by Mr. Bilson, seconded by Mr. Bass.
All in favor.

Mr. Petrozzi, Mr. Vilardo. * arrived 6:25 p.m.

MEMBERS ABSENT: Mr. Kudela (excused)

Opening of Schools:

Mr. Smeal reported that:

Building fire alarm system testing is ongoing and is 95% complete.

All playground safety inspections were completed.

The cleaning of District buildings is on schedule and cleaning is 80-85% complete.

All District backflow preventers have been inspected and certified.

The main arena, weight room, power-lifting room, the yoga room, media center soffits and pillars at NFHS have all been repainted in anticipation of the re-branding.

Replacement of boiler at DiFrancesco Center is complete.

Replacement of boilers at Bloneva Bond Elementary is ongoing,

Ms. Massaro reported that:

Staffing has remained fluid over the summer.

The District has hired/rehired about 190 Staff members, including one administrator and one assistant principal

NFT Appointments include 149 (107 of which are rehires)

and 108 teachers, two school psychologists, three school counselors and one social worker. Twenty-six teaching assistants and nine Pupil Service Assistant have been hired. Unfilled positions include science and special education teachers, school psychologists.

Substitute needs for "regular" and "long term" subs may change as people

TAUL = 227
HEAD START = 34
SUBS (All Areas) = 147

Mr. Granieri reported that:

Regarding System Setup, the following has taken place:
PowerSchool rollover, Office 365 builds, Network entrance.

Regarding Pilots, the following has taken place:
LMS - Schoology and Canvas, EveryDay Labs, RocketLit Science Assessments.

Other Work:

Classroom software, including rostering, administrative software system administration, user roles, and permissions have been updated.

New Cleartouch Interactive Boards have been installed and instructional staff training has taken place.

Hardware resets have been affected, including:
Additional security camera adds & updates (589 total operational devices)
Network upgrades and security patches.
Administrative laptop and device upgrades and security patches.
~12,000 student laptops:
All the same device, mostly out of the box performance.
This extends the three to five year replacement cycle.

Mr. Carella reported that:

Regarding Elementary level curriculum, the following has taken place:

ELA: Updated Gr. Kindergarten to 5 – new curriculum maps, guidance, and resources

Math Gr. 6 and 7: Prepared to renew resources for 24-25 – screened new resources and selected two programs to pilot in the 23-24 school year
Math Gr. 6, 7, and 8: Updated all curriculum maps to ensure vertical alignment with NYS Next Generation Algebra 1 Regents course. Created core grade 8 hybrid course – “Pre-Algebra” and selected new instructional resources for grades 8 and Algebra I courses

Science: Updated Gr. 6 - 8 curriculum to align to new NYS Gr. 8 Science assessment (June 24), embedded required Investigations and created district benchmark assessments

World Language (formerly Languages Other Than English): Revised Spanish 1 to align with new State Standards

Preparing students to earn the Seal of Civic Readiness upon high school graduation:

Implementation of Inquiry Based Learning and Performance Based Assessment

Revised Middle School Capstone Project

Began planning for implementation of 7th grade Inquiry Based Assessment – skills needed for

Capstone in grade 8 and beyond

23 courses revised or created

The 14 new course offerings include:

Advanced MET courses for P-TECH students, such as Introduction to Technical Calculation and Computer Science

Business electives, such as Principals of Business and Leadership and Professional Sales and Real Estate

Expansion of the Trades Program (course 2)

STEM: Biotech Science, Robotics Exploration, and Intro to Robotics and Programming

Humanities: Mastering the Academic Environment, School for

Mental Health Grants (3): Further development of Family Support Center
P-TECH – Cohort 3 of MET begins this year ; it is a planning year for
Computer Science
McKinney-Vento – work on clothes closets and family support room at CEC
was ongoing throughout the summer

A review of the agenda was held.

DATE: August 24, 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.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Paretto,
Mr. Petrozzi, Mr. Vilardo. * Participated remotely.

MEMBERS ABSENT: Mr. Cancemi(excused), Mr. Kudela (excused)

2.01 Pledge of Allegiance

2.02 Prayer

3. Letters and Communications

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bilson for approval of the Budget Transfer #1 . Mr. Paretto seconded the motion.

RESOLVED, That the Niagara Falls Board of Education approve the transfer of \$ 4,758,315.33 among the following fund, function, object, and location codes:

General Fund:	\$	3,743,164.37
Cafeteria Fund:	\$	0
Special Aid Fund:	\$	1,015,150.96
Capital Projects Fund:	\$	0

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

BIDS

None

motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Personnel Report - Classified

Mr. Vilardo moved to add the presented addendum to the classified report. Mr. Bass seconded.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Paretto moved for approval of the classified report. Mr. Bilson seconded the motion.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Committee on Special Education Report

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

Committee on Pre-School Special Education Report

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

The Committee on Pre-School Special Education met on June 15, and 20, 2023; July 6, 20, 24, 25, and 27, 2023; and August 3, 7, 14, 16, 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 2023-2024 school years.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

- F2110.404.098.9323 August 23, 24,25, 2023
15. Sara Minton Sports Medicine & Athletic Training Internship \$6,600.00 A2855 400 025 Fall Season 2023
 16. Michael Kurilovitch DBA "Be Better" Fundraising Coordination \$15,000.00 A1480.400.007 September 2023 - February 2024
 17. Cortez Bradberry Niagara Strikes Elementary Bowling Hyde Park/GJ Mann \$8,250.00 F2110.404.098.5022 October 9, 2023 – December 12, 2023
 18. Fight Night Boxing Fundamentals of Boxing for Students-NFHS, GPS \$20,000.00 F2110.404.098.5022 September 1, 2023 – February 2, 2024
 19. Francis Center Kindergarten Enrichment Bloneva Bond \$1,886.00 F2110.404.098.5022 August 2023
 20. Shalonda Wallace Wallace Media Group, LLC Girls Mentoring Program NFHS \$5,000.00 F2110 404 098 5022 September 27,28,29, 2023
 21. Marcus Thomeer Autism Workshop \$175.00/hr 6.5 hrs per day F2250.404.098.0724 August 16,17, 18, 2023
 22. Child Advocacy Center of Niagara 2-hour Training "Less is More Child Abuse & Maltreatment" \$0.00 F2330.404.098 F2330.404.096 August 30, 2023

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

July 2023 Head Start Report and Budget –

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

improvement (TSI) to support the development and implementation of the individual district and school continuous improvement plans; and

WHEREAS, The 2023 SIG-A Planning funds are provided to support the planning and development of the 2023/2024 district and school improvement plans as required in the ESSA; and

WHEREAS, The Niagara Falls City School District has been designated as a TSI District entitled to SIG-A Planning Funds; and

WHEREAS, Niagara Falls High School has been designated as a TSI school entitled to SIG-A Planning Funds; 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 \$39,266.00 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) Planning Grant; and

RESOLVED, that the grant award of \$39,266.00 be credited to revenue account code F4289.040.23 2022/2023 Title I School Improvement Section 1003(a) Planning Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2110.132-045-0423	22/23 SCH IMP PLNG - PER DIEM - NFHS	\$7,920
F 2110.132-098-0423	22/23 SCH IMP PLNG - PER DIEM - D/W	\$3,960
F 2110.140-045-0423	22/23 SCH IMP PLNG - SCH B - NFHS	\$8,630
F 2110.140-098-0423	22/23 SCH IMP PLNG - SCH B - D/W	\$10,356
F 2110.404-098-0423	22/23 SCH IMP PLNG - PRCHD SRVCS	\$8,400
	Total School Improvement Planning Budget	\$39,266

WHEREAS, official notice of the application and award in the amount of \$826,702.00 has been received; therefore be it

RESOLVED, That the Board of Education approves the acceptance of 2023/2024 funds for 21st

Century Community Learning Centers Prep Grant; and further

RESOLVED, That the grant award of \$826,702.00 be credited to 2023/2024 Revenue Account code F4289.240.24; and further

RESOLVED, That the money be expended in the following function/object codes.

Account	Description	Budget
F 2110.132-098-2424	23/24 21ST C PREP - PER DIEM	\$2,700.00
F 2110.140-098-2424	23/24 21ST C PREP - SCHEDULE B	\$293,440.00
F 2110.150-014-2424	23/24 21ST C PREP - GRANT ADMIN	\$7,500.00
F 2110.151-098-2424	23/24 21ST C PREP - STIPEND	\$24,000.00
F 2110.152-014-2424	23/24 21ST C PREP - PROG DIR	\$27,500.00
F 2110.164-014-2424	23/24 21ST C PREP - CLERICAL	\$25,000.00
F 2110.167-098-2424	23/24 21ST C PREP - HRLY CLSFD	\$14,400.00
F 2110.404-098-2424	23/24 21ST C PREP - PRCHD SRVCS	\$383,000.00
F 2110.409-098-2424	23/24 21ST C PREP - TRAVEL	\$9,000.00
F 2110.540-049-2424	23/24 21ST C PREP - SUPPLIES - GPS	\$5,312.00
F 2110.540-050-2424	23/24 21ST C PREP - SUPPLIES - LPS	\$5,312.00
F 2110.803-096-2424	23/24 21ST C PREP - FICA	\$29,538.00
	Total	\$826,702.00
Revenue Code: F4289.240.24		

Approved: Mr. Bass, Mr. Bilson, Mr. Canizari, Mrs. Dunn

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Code of Conduct as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 4, 2023; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Code of Conduct as amended, after review by the Committee; and be it further

RESOLVED, that the Code of Conduct as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

Mr. Bass moved to amend of the following resolution. Mr. Paretto seconded the motion.

APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (SC 1.2)

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 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 held on May 4, 2023, all as provided in this Resolution; and approval of the Building Level Plans and filing with the appropriate authorities to do any and all actions necessary to effectuate the purpose of this Resolution.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (SG 1,2)

RESOLVED that the Board of Education does hereby approve and adopt the Comprehensive District-Wide School Safety Plan as amended, after review by the District-Wide School Safety Committee; and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all

WHEREAS, The City School District of the City of Niagara Falls, 79th Street Elementary School, and Gaskill Preparatory School have been identified as Additional Targeted Support and Improvement schools and Niagara Falls High School has been identified as a Targeted Support and Improvement school for lack of adequate yearly progress in various accountability subgroups under NYSED's approved Every Student Succeeds (ESSA) plan; and

WHEREAS, A District Comprehensive Improvement Plan and three School Comprehensive Education Plans have been developed which meet all NYSED requirements; now therefore be it

RESOLVED, That the Board of Education approve the District Comprehensive Improvement Plan and three School Comprehensive Education Plans for 2023-2024, copies of which are on file in the District Clerk's Office and posted on the District and each school's website.

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, LLC, FOR PROFESSIONAL DEVELOPMENT AND CONSULTATION, FROM SEPTEMBER 1, 2023 - AUGUST 31, 2024 (SG 1)

WHEREAS, The District wishes to retain PLC Associates, LLC, an approved outside vendor to provide the necessary services required for three schools and the District Comprehensive

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 24th day of August, 2023, 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, LLC, 17177 North Laurel Park Drive Suite 233, Livonia, MI, 48152, 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 District and School planning, which services shall include, without limitation, the following:

- a) Data meetings, to include analysis of the Data Triangle surveys for Staff, Parents and Students;

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 \$50,975.00 provided the services have been completed, payable in quarterly installments each of \$12,743.75. PLC shall invoice the District for services delivered on or about the following dates: November 1, 2023 and February, 2024, May 1, 2024 and August 1, 2024. 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 9/1/23 through 8/31/24, 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

Ayes: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried

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

APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, LLC, A SCHOLARUS LEARNING COMPANY, FOR OUTSIDE EDUCATIONAL SUPPORT SERVICES FOR TSI SCHOOL DISTRICTS (TARGETED SUPPORT AND IMPROVEMENT), FROM SEPTEMBER 1, 2023 - AUGUST 31, 2024 (SG 1)

WHEREAS, The District wishes to retain PLC Associates, LLC, an approved outside provider of the necessary services and has negotiated a Contract with PLC Associates to provide the services; and

WHEREAS, The Contract will be for a term commencing September 1, 2023, and terminating August 31, 2024 for an amount not to exceed \$27,150.00 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 September 1, 2023 and terminating August 31, 2024 for an amount not to exceed \$27,150.00; and further

RESOLVED, That the Contract is subject to such modifications as the

14304 (hereinafter called the "First Party"), and PLC Associates, 17177 N. Laurel Park Drive Suite 233, Livonia MI, 48152, 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 data collection, which services shall include, without limitation, the following:

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

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 9/01/23 through 8/31/24, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the parties.

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY

DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PLC ASSOCIATES, LLC, FOR PROFESSIONAL DEVELOPMENT AND CONSULTATION, FROM SEPTEMBER 1, 2023 - AUGUST 31, 2024 (SG 1)

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

WHEREAS, The District wishes to retain PLC Associates, LLC, an approved outside vendor to provide the necessary services required for three schools and the District Comprehensive Improvement Team, 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 September 1, 2023, and terminating August 31, 2024 for an amount not to exceed \$119,975.00 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 September 1, 2023 and terminating August 31, 2024 for an amount not to exceed \$119,975.00; 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

and render to the First Party the usual and customary services of a consultant regarding Targeted Support and Improvement District and School 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 Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 \$119,975.00 provided the services have been completed, payable in quarterly installments each of \$29,993.75 each. PLC shall invoice the District for services delivered on or about the following dates: November 1, 2023, February 1, 2024, May 1, 2024, and August 1, 2024. Payment by check made payable to the order of

6. Term of Contract. This Contract shall be effective from 9/1/23 through 8/31/24, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party thirty days advance written notice of its election to terminate the same.

7. Assignment. The Independent Contractor may hire and pay assistants; however, the Independent Contractor is responsible for all wages, benefits, and taxes for any assistants so hired.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the parties.

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Chad Bonney, CEO

President. Board of Education

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

RESOLVED, That the Board of Education hereby approves the Contract with Marion Leonard, which provides, among other things, for a term commencing August 25, 2023 and terminating June 30, 2024 for an amount not to exceed \$8,700; 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 24nd day of August, 2023, 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 Marion Leonard, 985 North Bingham St., Cornwall, Vermont, 05753, 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 Bridges to Mathematics professional development, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

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 Marion Leonard, a sum not to exceed \$8,700.00 provided the services have been completed, payable in three installments as follows: \$500.00 on or after October 15, 2023, \$7,700.00 on or after December 15, 2023, and \$1,000.00 on or after April 1, 2024. Marion Leonard shall invoice the District for services rendered within as scheduled with the Assistant Superintendent for Curriculum and Instruction on or before the dates outlined above. 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, Marion Leonard.

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.

IN W ITNESS W HEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

Marion Leonard

President. Board of Education

Russell Petrozzi

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, AND BIG PICTURE LEARNING, FOR ON-SITE COACHING, LEADERSHIP WALKTHROUGHS, PRINCIPAL MENTORSHIP, AND

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 25th day of August 2023, 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 Big Picture Learning, 325 Public Street, Providence, Rhode Island, 02905 (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 teaching and learning environments that will provide our students with the knowledge.

evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 Big Picture a sum not to exceed \$48,550.00 provided the services have been completed, payable in quarterly installments each of \$11,462.50. BPL shall invoice the District quarterly for services rendered within the quarter, on or about the following dates: October 1, 2023, January 3, 2024, April 1, 2024, and July 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, Big Picture Learning.

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.

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

Big Picture Learning

CITY SCHOOL DISTRICT OF THE CITY
OF NIAGARA FALLS

President, Board of Education

Russell Petrozzi

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF CONTRACT FOR PURCHASED SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND CURRICULUM ASSOCIATES LLC, FROM AUGUST 25, 2023 - JUNE 30, 2024 (SG 1)

WHEREAS, The Contract will be for a term commencing August 25, 2023, and terminating June 30, 2024 for an amount not to exceed \$6,000.00 for services to be performed; therefore, be it

This Contract ("Contract" or "Agreement"), made this 24th day of August, 2023, 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 Curriculum Associates, LLC, 153 Rangeway Road, North Billerica, MA 01862-2013, hereinafter called the "Second Party" or "Curriculum Associates");

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 professional learning for iReady® Classroom, hereinafter described more fully on the attached Pilot Quote whose terms are incorporated herein, 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 iReady Classroom, which services shall include, without limitation, the following:

a) The iReady Classroom Mathematics Pilot course – 2 sessions;

b) iReady Classroom Mathematics Pilot Tailored Support – 1 session;

All of these functions shall be performed under the direction of the Superintendent of

been completed, payable in three installments each of \$2,000.00. Curriculum Associates shall invoice the District for service

rendered within the quarter, on or about the following dates: October 1, 2023, January 3, 2024, April 1, 2024. 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, Curriculum Associates.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify, defend, 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 during the term of this Contract. 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 8/25/23 through 6/30/24, 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. In the event of a termination, the First Party will submit payment to the Second Party for all services performed up to the date of termination.

Carried.

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

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 2023-2024 SCHOOL YEAR (SG 1)

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 6951 Williams Road, Niagara Falls, NY, plus \$10.00 for each pick-up location, or \$21 per leg of split transports as defined in attached contract; and

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2023 and ending June 30, 2024; 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, 2023 and ending June 30, 2024; 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

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

Nays: None

Carried.

Mr. Bilson moved for approval of the following resolution. Mr. Vilaro seconded the motion.

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. (SEPTEMBER 1, 2023 - JUNE 30, 2024) (SG 1)

WHEREAS, District Administration has negotiated a new Contract with the Niagara Alliance for Restorative Practices, Inc. for a cost not to exceed \$25,000 for period effective 9-1-2023 and to terminate 6-30-2024; 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 ten (10) full day trainings at a sum not to exceed \$25,000 for the period September 1, 2023 through June 30, 2024, 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

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 (September 1, 2023 to June 30, 2024), including:

- Ten (10) 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.

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, 2023 to June 30, 2024, 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.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

HEALTH AND CONSULTATION SERVICES (SEPTEMBER 1, 2023 - JUNE 30, 2024) (SG 1)

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 9/1/23 - 6/30/24 at a fee not to exceed \$150,000.00 to be billed in monthly installments of \$15,000 on the last day of each month; 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 24th Day of August, 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.

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 including family and individual student counseling
- 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 \$150,000, in monthly installments of \$15,000. Invoices shall be submitted on the last day of each month for the provided service of forty-two (42) hours of counseling per week. 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

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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried.

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

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 (SEPTEMBER 1, 2023 - JUNE 30, 2024)
(SG 1)

WHEREAS, The Administration negotiated a Contract with Booker College Planning to provide college planning guidance including college readiness seminars and assistance with the college admissions process for 9th, 10th, 11th and 12th grade students at Niagara Falls High School, and

BOOKER COLLEGE PLANNING

THIS AGREEMENT, made this 24th day of August 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 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 implementation for the 2023/24 School Year for students rising into grades 9, 10, 11, or 12, 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 including:

a) College readiness monthly seminars and college admissions advisory services to students at Niagara Falls High School

b) Assistance with student scholarship applications

advisory services hereunder a sum not to exceed \$31,500, payable in monthly in installments of \$3,150 to the order of Booker College Planning. Invoices shall be submitted by Booker College Planning on the last day of each month. Booker College Planning shall deem payment checks payable to the order of Booker College Planning full payment to, and acquittance.

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 September 1, 2023 to June 30, 2024, 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.

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 Family and Community Engagement, Extended Day, 21st Century Prep and Mental Health Professional Demonstration 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 Preparatory School and Niagara Falls High School for a cost not to exceed \$40,000 for period effective 9-1-2023 and to terminate 6-30-2024; 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 \$40,000 for the period September 1, 2023 through June 30, 2024, 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

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, 2023 – June 30, 2024), 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

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, its 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, 2023 to June 30, 2024, 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.

WHEREAS, The Agreement shall be effective for a term commencing

September 1, 2023 and ending August 31, 2024; therefore be it

RESOLVED, That the Board of Education hereby approves the attached Agreement between the City School District of the City of Niagara Falls and Niagara University for Early College High School programming for the 2023/24 School Year and Summer Camp 2024; 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 24th day of August 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 1936 (Controller's Office), 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

will be given the opportunity to participate in one (1) college credit bearing course on campus;

d) A supervised summer camp experience for rising 9th and rising 10th grade students during the months of July 2024 and August 2024, on dates to be mutually agreed upon;

All of the functions will be performed by the party of the University or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. The University and/or its subcontractor shall possess a thorough knowledge of language arts and mathematic procedures as they relate to the implementation of this research-based model, known as the workshop model, the ability to meet with and provide staff development to all teachers and administrators, and the ability to express ideas clearly and write reports effectively.

3. Relationship Between the Parties. The University shall not be an employee of the District. The University is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. The University is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to University. Upon receipt of a payment invoice, the

District shall pay to the University for its services hereunder a sum not to exceed \$50,000 in two (2) equal installments of \$25,000, all payable to the order of the University on May 15, 2024, and August 31, 2024. 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

thirty days prior written notice is given to the District.

6. Term of Agreement. This contract shall be effective from September 1, 2023 to August 31, 2024, 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS.

programming for the 2023/24 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 24th day of August 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, PO Box 1936 (Controller's Office), 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:

c) On-campus visits at Niagara University including courses being taught on campus if it is mutually agreed upon;

d) A minimum of four (4) field trips facilitated by Niagara University in collaboration with Niagara Falls High School 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 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 \$46,000 in two (2) installments of \$23,000 payable to the order of the University on December 31, 2023 and June 30, 2024. 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

6. Term of Agreement. This contract shall be effective from September 1, 2023 to June 30, 2024, 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

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 (SEPTEMBER 1, 2023 - JUNE 30, 2024) (SG 1)

WHEREAS, In numerous school years, the District has contracted with the Mental Health

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 September 1, 2023 through June 30, 2024, 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 24th day of August 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.

- 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 upon receipt of a payment invoice for a total sum not to exceed \$10,000.00 by June 30, 2024. 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

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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE MENTAL HEALTH ADVOCATES OF WNY, INC. FOR THE 2023-2024 BASIC EMOTIONAL SKILLS TRAINING PROGRAM (BEST) THROUGH THE AMERICAN

RESOLVED, that the Agreement is subject to such other and further terms and conditions acceptable to 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY AND BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND BONADIO & CO., LLP FOR INTERNAL AUDITOR SERVICES FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2027 (SG 3)

WHEREAS, The Niagara Falls City School District is required to maintain an internal audit function; and

WHEREAS, The Board of Education is responsible for overseeing the internal audit function, and in so doing, maintains an advisory Internal Audit Committee("IAC") consisting of Board appointed community members; and

for period July 1, 2023 through June 30, 2024 in accordance with the attached Engagement Letter, be and is hereby; and be it further

RESOLVED, That the Contract shall require that Bonadio & Co., LLP perform all services required of an Internal Auditor, including the identification of errors, fraud or illegal acts that may exist and the securing of all information required to identify risks to the District; and be it further

RESOLVED, That the terms and conditions of the Contract are subject to such modifications as the Superintendent and the School District Attorney deem necessary and 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

APPROVAL OF CONTINUATION OF RETAINER AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND SHAUB, AHMUTY, CITRIN & SPRATT LLP TO CONTINUE TO FURNISH LEGAL SERVICES IN CONNECTION WITH CLASS ACTION NO. 20 CIV. 5396 FOR 2023-2024 (SG 3)

Agreement based on hourly rates for attorneys who will provide legal services for this action No. 20 Civ 5396, and out of pocket expenses incurred on behalf of the District to be billed monthly commencing July 1, 2023, and terminating upon the completion of the case or the termination by the Board which ever shall sooner occur; 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None

Carried.

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

APPROVAL OF CONTRACT FOR USE OF FACILITIES BY THE NIAGARA COMMUNITY CENTER AND THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS FOR THE 2023/2024 SCHOOL YEAR (SG 1)

WHEREAS, The District wishes to engage The Niagara Community Center to utilize facilities for a variety of programs including Future Stars Programming (Elementary Unified Sports Programming), Athletic programming (Tennis, Basketball and dance), Extended Learning Programming, Pre-Kindergarten Week of the Young Child Activities and;

THIS AGREEMENT, made this 24th August 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 Community Center 530 66th Street Niagara Falls New York 14304.

WITNESSETH:

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

1. Engagement of Niagara Community Center. The District hereby engages the Niagara Community Center as a partner to utilize facilities for various programs upon and subject to the terms and conditions hereinafter set forth.

2. Use of Facilities: The District shall utilize the Niagara Community Center for the following programs

a) Elementary Unified Sports Programming: students with developmental and intellectual disabilities have the opportunity to participate in Special Olympics based programming. Students from Cataract Elementary, Henry J. Kalfas, Bloneva Bond and Niagara Falls High School to participate in Elementary Unified programming.

b) Pre-Kindergarten teachers and students to utilize to Niagara Community Center for culminating activity during the week of the young child (April 2024).

5. Indemnification. To the fullest extent permitted by law, Niagara Community Center 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 Community Center shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured.

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 1st, 2023 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.

7. 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.

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried.

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

Ayes: Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

Approval of Payment No. 6 to MLP Plumbing & Mechanical, Inc. for Plumbing Work, Contract #122, for Phase III of The Stewardship Capital Improvement Project – Retainage (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 G732, "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, Construction Managers and Administrator for School Business Services; and

WHEREAS, MLP Plumbing & Mechanical Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$2,766.00; and

WHEREAS, Plumbing work has been reviewed the by the Architect and Construction Managers and work has been determined to be substantially and satisfactorily completed;

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Carried

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

APPROVAL OF PAYMENT NO. 1 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$245,850.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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

Carried.

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

APPROVAL OF PAYMENT NO. 1 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$6,050.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$302.50; and

Public Comment Non-Agenda Items :

Bishop Kevin Dobbs- 716 Seymour Ave - spoke about what the Niagara Street Revitalization Committee is doing with Christ Redemption Tabernacle, specifically, offering programs at Christ Redemption Tabernacle on 27th Streets& Welch Ave. Partnering with Bond School, the City; and asking for partnership with District.

Superintendent's Report :

Mr. Laurrie shared the following:

Thanked Bishop Dobbs for his community leadership. Ms. Vilardo, Mr. Rotella will be in touch. Bond School will open a Family Support Center.

Congratulations to the Mr. Cowart.

A stabbing occurred at LPS yesterday first aid was performed by Mr. Josh Eagan.

NFHS has a graduation rate of 85.5%. This is an ever-increasing rate which needs to be continue to increase.

Extended thanks to staff for its support and preparation for the upcoming school year.

Regarding Safety: Raptor and Evolv technologies were put in place last year. This year the District will implement Zero Eyes, which senses weapons outside buildings through cameras and is not a facial recognition system.

Five School Resource Officers were added including one at the elementary level;

Emergency training was held at NFHS and included coaches and athletes. Kudos to Mr. Dalporto, Mr. Surace, Dr. Silvaroli, Ms. Massaro; will have 90% of staff trained in CPR, AED, and Heimlich Maneuver.

Transportation: Bus schedules mailed 8/29

A soft pilot of a GPS application will be piloted on buses in September; an app will allow parents to see the global position of children's busses.

Sports:

The District will have its greatest number of fall athletes ever, including 25 golfers.

Mr. Edwards will be providing lunch for all athletes. Dinner will be available soon.

Adjournment: in memory of

Ralph Guerrucci, former junior and senior high school teacher, principal and school district supervisor.

Dr. Kate Maher, former Chief Educational Administrator and Principal.

At 8 p.m. on a motion by Mr. Vilaro seconded by Mr. Bass. All in favor.

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: September 14, 2023

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:40 p.m.

MEMBERS PRESENT: Mr. Bass(entered 6:28pm), Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela (exited 7:10pm), Mr. Paretto, Mr. Petrozzi

MEMBERS ABSENT: Mr. Cancemi (excused) Mr. Vilardo (excused)

Mrs. Holody led a review of the proposed NYSSBA Resolutions; the Board decided how it wanted to direct its delegate to vote.

A review of the September 28 agenda was held.

Mr. Laurrie thanked the Chapel for its work, with our maintenance personnel, in beautifying the grounds at Abate School; thanked Mrs. Holody who is leading two audits currently, the external with Drescher & Malecki and the upcoming State Education Department Education Stabilization Funds (ESF)audit, beginning October 16.

The District met with North Tonawanda CSD principals regarding the continuing partnership with the NFCSD. Student activities will resume. The District had a good opening of schools – safe and smooth. Transportation issues need improvement but the situation is improving; thanks to parents and students for their patience.

DATE: September 28, 2023

KIND OF MEETING: Agenda Review Session

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened was the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Bilson, Mr. Cancemi *, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi. Mr. Vilardo

MEMBERS ABSENT: None.

Agenda Review Session

A review of the agenda was held.

The Board convened an executive session a 5:48 p.m. on a motion by Mr. Vilardo, seconded by Mr. Paretto, for the purpose of discussing three cases of possible demotion, dismissal, or discipline of an individual; and three cases of negotiations protected under the Taylor Law. All in favor.

The Board exited executive session at 6:45 p.m. on a motion by Mr. Bilson, seconded by Mr. Vilardo. All in favor.

DATE: September 28, 2023

KIND OF MEETING: Regular Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Bilson, Mr. Cancemi *, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi. Mr. Vilardo

MEMBERS ABSENT: None.

Letters and Communications (SG4)

Special Presentations –August Graduates the following students completed their requirements and were graduated from NFHS: David Ackroyd, Manuel Irizarry*, Frankie Pecoraro II*, Ill'aysha Winn, Mackenzie Venne.

**in attendance*

Special Presentation: NYSSBA Champion of Change Substitute Teacher Residency Program with Niagara University - Dr. Chandra Foote accepted a banner for Niagara University and the District retained one proclaiming NYSSBA's recognition of the program.

Oral Communications - Public Comment on Agenda Items Mr. Petrozzi made an exception to the protocol to allow Mike Esposito, history teacher, 8652 Griffon Avenue, to speak. Mr. Esposito spoke at length about two veterans he feels deserve to be honored by the District. His remarks are attached.

Mr. Laurrie responded that he will consider each to be named a Distinguished Alumnus and also enshrined on the District's forthcoming Wall of Fame. The NFCSD hopes to break ground on this project this summer; inclusion there is also appropriate.

Written Communications (SG4) – None.

Recommended Actions from the Superintendent of Schools - Routine Matters

On a motion by Mr. Vilardo seconded by Mr. Paretto, the minutes and the Budget Transfer were approved.

Minutes – August 24, 2023

Approval of Budget Transfer - #2 [\(SG3\)](#)

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Paretto for approval of the following bids . Mr. Vilardo seconded the motion.

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

1. Bid No. 7 Gymnasium Floor Refinishing
2. Bid No. 8 Facility Paint Supplies

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Treasurer's Report – August Received & filed. [\(SG3\)](#)

Budget Status Report – September Received & filed. [\(SG3\)](#)

Mr. Bilson moved for approval of the certificated report. Mr. Paretto seconded the motion.

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Bilson moved for approval of the classified report. Mr. Capizzi seconded the motion.

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Vilardo moved for approval of the CSE & CPSE reports. Mr. Paretto seconded the motion.

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

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Bilson moved for approval of the Short Term Contracts. Mr. Paretto seconded the motion.

Short-Term Contracts *(SG 1,3)*

1. Niagara University Foundations of TESOL Fall 2023 \$3,600
F2110.404.098.6624 Fall Semester 2023
2. NARP Fall CTLE \$3,750 F2070.404.045.8124 Fall 2023
3. Jeffrey Warren Coaching from the Fillmore LLC Virtual Mentoring Prep Students \$16,000
F2110.404.098.5022 School year 2023
4. Rev. MeKeeda Brooks \$24,700 F2110.404.098.5022 School year 2023

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Paretto moved for approval of the certificated report. Mr. Vilardo seconded the motion.

Report from Head Start/Early Head Start *(SG1)*

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

6. New Business

Mr. Paretto moved for approval of the following resolutions. Mr. Bilson seconded the motion.

ACCEPTANCE OF FUNDS FOR THE 2023/2024 LEARNING TECHNOLOGY GRANT

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 \$302,818.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2023/2024 Learning Technology Grant; and

RESOLVED, That the grant award of \$302,818.00 be credited to the following Revenue Account:

1. F3289.920.24 – 2023/2024 LRNING TECH REVENUE - \$302,818.00

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

Appropriation Description Amount

Account	Description	Budget
---------	-------------	--------

F 2110.132-098-9424	23/24 P-TECH - PER DIEM	\$13,500.00
F 2110.140-098-9424	23/24 P-TECH - SCHEDULE B	\$33,220.00
F 2110.152-014-9424	23/24 P-TECH - PROG DIR	\$80,542.00
F 2110.164-014-9424	23/24 P-TECH - CLERICAL	\$14,343.00
F 2110.404-098-9424	23/24 P-TECH - PRCHD SRVCS	\$139,946.00
F 2110.540-098-9424	23/24 P-TECH - SUPPLIES	\$21,267.00

\$302,818.00

Revenue Code: F3289.940.24

**Ayes: Mr. Bass, 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 resolutions. Mr. Bilson seconded the motion.

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2023/2024 NIAGARA FALLS TEACHER RESOURCE CENTER (SG 3)

Mr. Paretto moved for approval of the following resolutions. Mr. Bilson seconded the motion.

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 2023/2024 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 2023/2024 Teacher Resource Center Grant; and

RESOLVED, that the grant award of \$66,938.00 be credited to revenue account code F3289.810.24; and

RESOLVED, that the money be expended from the following function/object codes for Teacher Resource Center:

Account	Description	Budget
F 2070.132-098-8124	23/24 TRC - PER DIEM	\$13,086.00
F 2070.140-098-8124	23/24 TRC - SCH. B	\$2,582.00
F 2070.151-098-8124	23/24 TRC - STIPENDS	\$18,000.00
F 2070.404-045-8124	23/24 TRC - PRCHD SRVCS	\$22,700.00
F 2070.409-098-8124	23/24 TRC - TRAVEL	\$1,181.00
F 2070.540-045-8124	23/24 TRC - SUPPLIES	\$9,389.00
		\$66,938.00
Revenue Code: F3289.810.24		

--	--	--

Ayes: Mr. Bass, 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 resolutions. Mr. Bilson seconded the motion.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 EXTENDED SCHOOL DAY / SCHOOL VIOLENCE PREVENTION PROGRAM

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 2023/2024 Extended School Day/School Violence Prevention Program; and

RESOLVED, That the grant award of \$350,000.00 be credited to Revenue Account F3289.660.24 Extended School Day/Violence Prevention; and

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

Account	Description	Budget
F 2110.140-098-6624	23/24 EXT DAY - SCHEDULE B	\$139,304.00
F 2110.151-045-6624	23/24 EXT DAY - STIPENDS	\$39,000.00
F 2110.164-014-6624	23/24 EXT DAY - CLERICAL	\$4,500.00
F 2110.167-045-6624	23/24 EXT DAY - HRLY CLSFD	\$8,900.00
F 2110.404-098-6624	23/24 EXT DAY - PRCHD SRVCS	\$139,200.00
F 2110.409-098-6624	23/24 EXT DAY - TRAVEL	\$750.00
F 2110.540-045-6624	23/24 EXT DAY - SUPPLIES	\$6,096.00
F 2110.803-096-6624	23/24 EXT DAY - FICA	\$12,250.00
		\$350,000.00
Revenue Code: F3289.660.24		

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: 2,000

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.

Ayes: Mr. Bass, 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 resolutions. Mr. Bilson seconded the motion.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2022/2023 INDIAN EDUCATION GRANT

WHEREAS, The Niagara Falls City School District submitted an application for the Indian Education Grant to provide a cultural awareness program for the Indian children in its public school grades K-12; and

WHEREAS, To achieve its objectives, the Niagara Falls Board of Education has developed a program which combines activities with the Cayuga language, Iroquois culture and the Home-School Liaison areas; and

WHEREAS, District staff submitted an application for the 2023/2024 Indian Education Grant; and

WHEREAS, The Instructional Program Services Office received official notification of approval of grant award in the amount of \$109,068.00; therefore be it

RESOLVED, That the Board of Education approve the Acceptance of Funds for the 2023/2024 Indian Education Grant; and

RESOLVED, That the amount of said award be \$109,068.00 credited to Revenue Account F4289.150.24 and

RESOLVED, That the monies be expended in the following function/object codes:

Account	Description	Budget
F 2110.120-052-1524	23/24 IND. ED. - CULTURAL TCHR	\$30,600.00
F 2110.140-098-1524	23/24 IND. ED. - SCH B.	\$4,590.00
F 2110.150-052-1524	23/24 IND. ED. - GRANT ADMIN	\$30,600.00
F 2110.404-098-1524	23/24 IND. ED. - PRCHD SRVCS	\$4,500.00
F 2110.409-098-1524	23/24 IND. ED. - TRAVEL	\$1,000.00
F 2110.540-098-1524	23/24 IND. ED. - SUPPLIES	\$3,928.00
F 2110.802-096-1524	23/24 IND. ED. - TRS	\$6,908.00
F 2110.803-096-1524	23/24 IND. ED. - FICA	\$5,033.00
F 2110.807-096-1524	23/24 IND. ED. - HEALTH INS	\$21,909.00
	\$109,068.00	

Revenue Code: F4289.150.24

ABSTRACT

1. School District – School District of the City of Niagara Falls, New York
2. Title of Project – Indian Education
3. Funding Source – United States Department of Education
4. Total Budget - \$109,068.00
5. Total Staff Required – 2
6. Number of Clients Served – 202
7. Major Objectives:

- These funds made available to the Niagara Falls School District under the Indian Education Act will supplement and insure the operation of the Cultural Awareness Program through Cayuga Language and Iroquois Culture classes made available to Indian students in the school system and not duplicating any other available programs

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Carried.

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

**APPOINTMENT OF DELEGATE TO THE 2023 NEW YORK STATE SCHOOL BOARDS
ASSOCIATION VIRTUAL BUSINESS MEETING**

WHEREAS, The New York State School Boards Association will conduct a virtual fall business meeting on October 16, 2023; and

WHEREAS, Voting on crucial issues coming up at this business meeting can be conducted only by that person designated by the Board of Education as the delegate; and

WHEREAS, This delegate should be appointed by vote of the Board of Education; therefore, be it

RESOLVED, That the Niagara Falls Board of Education hereby appoints xxxxxxxx xxxxxxx as its delegate to the 2023 New York State School Boards Association Conference.

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

**APPROVAL OF AGREEMENT WITH EASTERSEALS NEW YORK (KESSLER CENTER) TO
PROVIDE SPECIALIZED SERVICES TO THE DISTRICT FOR 2023-2024 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, 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 2023-2024 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, 2023, through June 30, 2024 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, 2023, and ending June 30, 2024, 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

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT made this 28th day of September 2023, by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 - 66th Street, Niagara Falls, New York, party of the first part, herein called the School District, and Easterseals New York (Kessler Center) 402 Rogers Pkwy, Rochester, New York, party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, the School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, the Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized, and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about July 1, 2023, and ending on or about June 30, 2024, 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 2023-2024 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, 2023, 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, 2023 and terminate June 30, 2024. 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.

(SEAL) CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Attest: By: Board of Education President
Clerk
(SEAL) Easterseals New York (Kessler Center)
Attest: By: Principal

Clerk

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

**Nays: None
Carried.**

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

r. moved for approval of the following resolution. Mr. seconded the motion.

**APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL READING SERVICES BY
INDEPENDENT CONTRACTOR FOR DYSLLEXIA THERAPY PROFESSIONAL SERVICES— WNY
DYSLLEXIA SPECIALISTS, LLC. 7/01/23—06/30/24**

WHEREAS, The District has hired WNY Dyslexia Specialists, LLC as an independent agency to render professional services; and

WHEREAS, The current term of this Contract is for the period July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be at the rate of \$144 per 60-minute session. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Dyslexia therapy for students, between the City School District of the City of Niagara Falls and WNY Dyslexia Specialists, LLC., 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.

WYN DYSLLEXIA SPECIALISTS, LLC
4476 Main Street
Suite 200
Amherst, NY 14226

CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
WNY DYSLEXIA SPECIALISTS, LLC

THIS AGREEMENT, made this 28th day of September 2023, and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and WNY Dyslexia Specialists, LLC.

WITNESSETH:

INCONSIDERATION 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 WNY Dyslexia Specialists, LLC as an independent contractor to render to the District professional services regarding implementation of the Orton Gillingham Reading Program and WNY Dyslexia Specialists, LLC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional services and duties of Independent Contractor:
WNY Dyslexia Specialists, LLC shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Orton Gillingham Reading Program, where parents shall bring their child to attend this program:
All of the functions will be performed by WNY Dyslexia Specialists, LLC and shall be coordinated with the Lead CSE Chairperson.
WNY Dyslexia Specialists, LLC possesses a thorough knowledge of the Orton Gillingham Reading Program.
3. Relationship Between the Parties. WNY Dyslexia Specialists, LLC shall not be an employee of the District. WNY Dyslexia Specialists, 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. WNY Dyslexia Specialists, LLC 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 WNY Dyslexia Specialists, LLC for services at the rate of \$144.00 per 60-minute session(s). Payment checks payable to the order of WNY Dyslexia Specialists, LLC shall be deemed full payment to and acquittance by WNY Dyslexia Specialists, LLC.
5. Indemnification. To the fullest extent permitted by law, WNY Dyslexia Specialists, 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. WNY Dyslexia Specialists, LLC shall maintain general Liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. WNY Dyslexia Specialists, 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. Assignment: The services to be rendered by WNY Dyslexia Specialists, LLC Under this Agreement are unique and personal. Accordingly, WNY Dyslexia Specialists LLC shall 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 voided.

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.

WNY DYSLEXIA SPECIALISTS, LLC

CITY SCHOOL DISTRICT OF
THE CITY OF NIAGARA FALLS

WNY Dyslexia Specialists, LLC
Owner
Education

Russell Petrozzi
President, Board of

STATE OF NEW YORK)

ss:

COUNTY OF NIAGARA)

On this ____day of September 2023, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared WNY Dyslexia Specialists LLC, Founder, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity , and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

Ss:

COUNTY OF NIAGARA)

On this ____day of September 2023, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared Russell Petrozzi, President of the Board of Education of the City School District of the City of Niagara Falls, New York, to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of the individual acted, executed the instrument.

NOTARY PUBLIC

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF AMENDED CONTRACT FOR PROFESSIONAL APPLIED BEHAVIOR ANALYSIS SERVICES BY INDEPENDENT CONTRACTOR FOR PROFESSIONAL SERVICES—RACHAEL SCHNEIDER LICENSED BEHAVIOR ANALYST, PLLC. 7/1/23—06/30/24

WHEREAS, The District has hired Autism Learning Partners as an independent agency to render professional services; and

WHEREAS, the current term of this Contract is for the period July 1, 2023 through June 30, 2024; and

WHEREAS, The fee for these services shall be at the rate of sixty-five dollars and zero cents (\$65.00) per 0-60-minute session and one hundred ten dollars and zero cents (\$110.00) for supervision of behavioral technicians for all therapy services provided as well as a yearly mandatory fee of (\$200.00) per student for specialized materials. The Contractor agrees to submit monthly statements on appropriate voucher forms for payment to be requested.

RESOLVED, That the Contract for professional services for Occupational and Physical Therapy for students, between the City School District of the City of Niagara Falls and Rachael Schneider Behavior Analyst, PLLC, 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.

Rachael Schneider Licensed Behavior Analyst, PLLC
1333 S. Mayflower Ave.
#220 Monrovia CA 91016

CLINIC: 7041 Transit Road
East Amherst, NY 14051

**CONTRACT FOR PROFESSIONAL
SERVICES BY INDEPENDENT CONTRACTOR
RACHAEL SCHNEIDER LICENSED BEHAVIOR ANALYST, PLLC**

THIS AGREEMENT, made this 28th day of September 2023, and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Rachael Schneider Licensed Behavior Analyst, PLLC.

WITNESSETH:

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

Engagement of Independent Contractor. The District hereby engages Rachael Schneider Licensed Behavior Analyst, PLLC.

As an independent contractor to render to the District professional services regarding implementation of Applied Behavioral Analysis for students with Autism and Rachel Schneider, Licensed Behavior Analyst, PLLC.

1. Hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor:

Rachael Schneider Licensed Behavior Analyst, PLLC shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Applied Behavioral Analysis for students within the District who need behavioral supports and may not be able to attend a District or Out of District Program.

All of the functions will be performed by Behavioral Technicians who are delivered oversight by Rachael Schneider Licensed Behavior Analyst, PLLC and shall be coordinated with the Lead CSE Chairperson.

3. Relationship Between the Parties. Rachael Schneider Licensed Behavior Analyst, PLLC shall not be an employee of the District. Rachael Schneider Licensed Behavior Analyst, PLLC 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. Rachael Schneider Licensed Behavior Analyst, PLLC 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 Rachael Schneider Licensed Behavior Analyst, PLLC for services at the rate of \$144.00 per 60-minute session(s). Payment checks payable to the order of Rachael Schneider Licensed Behavior Analyst, PLLC shall be deemed full payment to and acquittance by Rachel Schneider Licensed Behavior Analyst, PLLC.

5. Indemnification. To the fullest extent permitted by law, Rachael Schneider Licensed Behavior Analyst, PLLC 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. Rachael Schneider Licensed Behavior Analyst, PLLC shall maintain general.

Liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Rachael Schneider Licensed Behavior Analyst, PLLC 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. Assignment: The services to be rendered by Rachael Schneider Licensed Behavior Analyst, PLLC.

Under this Agreement are unique and personal. Accordingly, Rachael Schneider Licensed Behavior Analyst, PLLC shall 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 voided.

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.

RACHAEL SCHNEIDER
LICENSED BEHAVIOR ANALYST, PLLC
1333 S. Mayflower Ave.
#220 Monrovia, CA 91016

NIAGARA FALLS CITY
SCHOOL DISTRICT
630 66th Street
Niagara Falls, New York 14304

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

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, 2023 – JUNE 30, 2024)

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 2022-2023 school year and the program was a tremendous success; and

WHEREAS, District administration has negotiated a new Contract with HOGHOL to provide weekly youth mentoring through culinary arts for Prep and High School Students at a cost not to exceed \$114,500.00 for the period effective September 1, 2023 – June 30, 2024.

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, 2023 through June 30, 2024, 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
HOGHOL**

THIS CONTRACT, made this 28th 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 2023-2024 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

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 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 \$114,500.00 to be paid in four (4) equal installments of \$28,625 on November 15, 2023, January 31, 2024, March 31, 2024, and June 30, 2024. 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, 2023 to June 30, 2024, 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 SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Jamie Anderson

Coordinator

Russell Petrozzi

President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

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, 2023 – JUNE 30, 2024)

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 eight (8) elementary schools and the prep schools for the period of September 1, 2023 through June 30, 2024 at a cost not exceed \$300,000, to be billed quarterly in the amount of \$75,000 therefore be it

RESOLVED, That the Contract for professional between the City School District of City of Niagara Falls and Niagara Falls Boys & Girls Club, Inc., at a sum not to exceed \$300,000 for period September 1, 2023 through June 30, 2024 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 28th day of September, 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 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 LaSalle and Gaskill Preparatory students through the 716 United Mentoring program
- b. Academic and social-emotional support with enrichment activities at all eight (8) elementary schools for after-school programming
- c. Daily Programming aligned with the After-School Program during the 2023-24 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 \$300,000 in quarterly installments of \$75,000 on November 15, 2023, January 31, 2024, March 31, 2024 and June 31, 2024 up to the invoice date for weekly social-emotional support services to students at all elementary schools and both prep schools. 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, 2023 through June 30, 2024, 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

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

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 (9/1/23 THROUGH 6/30/24)

WHEREAS, The Playworks program has had a great impact on student engagement related to social emotional learning in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to provide school year Playworks support for Sister School students, and to contract with Playworks to provide services to continue such educational experiences for students enrolled at H.F. Abate, Bloneva Bond and Kalfas Primary School.

WHEREAS, The Administration negotiated a Contract with Playworks for it to provide social-emotional support for a not to exceed agreed upon fee of \$78,000 payable in three equal installments.

WHEREAS, The Agreement shall be effective for a term commencing September 1, 2023 and ending June 30, 2024; 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 Playworks for programming for the 2023/24 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.

PLAYWORKS

Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks. Please initial to acknowledge all documents included: Main Service Agreement Program Plans Team Up Statement(s) of Work (indicate amount for each included)

Direct Service amount: \$78,000

Customer initial

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services

("SOS") represents the parties' mutual agreement to the terms and conditions of the Main Service Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED CUSTOMER

Title: Executive Director Title:

Date: May 31 , 2023 Date:

Attach the Main Services Agreement, Program Plan(s) and Statement(s) of Work

;l{PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 5/31/2023 by and between Niagara Falls City School District ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year Start Date: 9/1/2023 End Date: 6/30/2024

This contract includes Playworks TeamUp Program for three schools:

1. Team Up- Harry F. Abate 11/30/2022 \$26,000 11/1/2023
2. Team Up - Henry J. Kalfas 2/28/2023 \$26,000 2/21/2024
3. Team UP- 8/oneva Bond 6/30/2023 \$26,000 6/1/2024

TOTAL AMOUNT \$78,000

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date

- Payment on all invoices is due within 30 days of invoice date

- Please make all checks payable to Playworks Education Energized

Contact Name & Title Mark Laurrie, Superintendent

Billing Address 630 66'h Street, Niagara Falls, New York 14304

Customer Accounts

Payable detail

Email mlaurrie@nfschools.net

PO#

Additional detail Thank you for partnering with Playworks :)

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Program Plan: TeamUp

Basic features

Program name

Program

overview

Timeframe

Team Up

Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates the implementation of Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities.

Team Up ("Program") provides comprehensive consulting and program support delivered by an experienced Playworks Program Specialist who coaches school staff 5 days each month to model and teach strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting at recess. Playworks Program Specialist provides remote support to Customer during periods of distance learning, in the event of site closure.

Customer has access to Playworks resources and support ..

The Program operates during the school year. Program end date with Customer will be based on the last student-contact day of the school year stated on the original school calendar provided to Playworks. If Customer has a full year schedule or alternative calendar, Playworks

and Customer will determine the end date of Programming prior to the start of the school year. The Program school year starts on 9/1/2023 and ends on 6/30/2024. Schedule adjustments related to school closures will be approved by Playworks and Customer.

Playworks personnel

Overview

Program Specialist activities

Program Specialist development

Program Specialist

screening, testing, and immunizations

Playworks will assign a Program Specialist ("Program Specialist") and Program Manager ("Program Manager") for the Program. Program Specialist works on-site at the Customer and carries out the activities described in the Program. Program Specialist works remotely to support Customer distance learning programming when the site is closed. Playworks will ensure that Program Specialist is trained prior to the first day of Programming and that Program Specialist receives regular training and supervision throughout the school year. Program Specialist receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Program Specialists are CPR/ First Aid certified and are required by law and fully trained to report suspected child abuse as a mandated reporter.

Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Coach from working with minors, has tested negative for tuberculosis in line with Customer requirements, has complied with any applicable symptom screening for COVID-19 and other infectious disease testing required by Playworks and the Customer keeping with CDC and local agency guidance, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Program Manager activities

Program Specialist reports directly to the Playworks Program Manager, who will supervise all Program activities carried out as part of the Program. Program Manager will provide Program implementation support to Program Specialist. Program Manager will regularly communicate with Customer and carry out consultation and other activities set out in the Program Plan.

Customer personnel

Overview

Principal

Other school roles

Other personnel

Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff coaching or time for the delivery of each component.

The Principal of the Customer will attend all consultation and evaluation meetings with Program Manager as set out in the Program Plan, including without limitation an orientation meeting in the first week(s) Programming and regularly scheduled meetings throughout the Program's duration.

Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:

- Recess Manager: Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year.

Recommended: Assign Recess Manager role to a member of the school's administrative team.

- Recess Coach: Implements recess strategies and leads Program components on a daily basis. Customer will ensure Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan.

- Recess Team: School staff who actively support the planning and implementation of recess. Customer will ensure Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program Plan.

Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher.

Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program Plan. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. Other school community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace

Playground equipment

Customer will make available to Program Specialist a workspace with a computer and internet access and classroom space for Junior Coach Leadership Program trainings and other training set out in the Program Plan.

The Program will be implemented using existing playground equipment provided by the Customer. Playworks and Customer will determine COVID-19 safe cleaning systems and practices for equipment during Program. Playworks may provide a list of suggested playground equipment before the beginning of the school year. Playworks will support the development of an equipment maintenance system.

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Harassment free work environment

COVID-19 safety

Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort-verbal, physical, and visual-of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin, gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior. Program Specialist will be expected to adhere to Playworks COVID Safety Guidelines, which can be viewed here: [playworks.org/a/covid-safety-guidelines/](#). Customer will include Program Specialist into their school or district contact tracking and communication protocol.

Program components

Program Specialist on-site Program Specialist not on-site

Distance learning support

Digital Services

In this Agreement, "Program Days" means the days Program Specialist is on-site at a Customer, and "Customer Implementation Days" means the days when the Program Specialist is not on-site at Customer. Program Specialist will be on-site at each school 5 days each month during the course of the school year. In the event of site closures, Program Specialist supports play-based activities for distance learning programming during Program Days.

Recess Team will receive professional development through monthly coaching sessions (Recess Team Meetings) provided by the Program Specialist. Coaching sessions can occur off-site.

Recess Team will receive coaching sessions during the program. Coaching hours must be approved by Program Specialist and school leadership.

Recess Team Members identified by school will lead and facilitate the Recess and Junior Coach Leadership Program components of the Program using guidelines provided by Playworks.

Playworks will provide Customer with a schedule for the days when the Program Specialist is not on-site.

In the event of site closures during Program Days, Playworks will provide Customer with the following:

- Curation of Playworks resources: Program Specialist will provide staff with guidance and support resources for virtual game implementation and self-directed play activities for students.
 - Live "Virtual Play" Sessions: Program Specialist will lead virtual CGT and JCLP sessions with students. For all live, synchronous support, an adult representative from Customer (teacher, staff, or volunteer) is required to be in virtual attendance.
 - Consultation Webinars: When scheduled in-person trainings are not possible, Playworks will provide school staff with virtual professional development and support for in-person and distance learning play-based programming.
- A 12-month Customer site subscription to PlayworksU online services is included, unless otherwise specified. Access to online services is provided on the first day of in-person Programming. Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of:
- A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year
 - An application to view and download portable document format (.pdf) files

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Orientation activities All Staff Onboarding Recess (grade level: all)

- An internet connection of 2 MBps minimum to view streaming video It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer site email address and accept terms and conditions of use. Should the number of participants exceed 50 in any given month, Playworks reserves the right to charge \$15 per additional user for the site subscription for the balance of the subscription period. As part of the subscription, Playworks will be available for an optional 30-minute consultation call via phone or video

with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.

At the start of the Program, Playworks will schedule and conduct the following:

- **Assessment:** Playworks will conduct a schoolwide recess observation and assessment and will facilitate a follow-up meeting with school administrative and recess staff.

- **Goal-Setting Session (30-60 min):** Program Specialist will conduct a formal goal-setting session with Recess Manager and Recess Team. This meeting is key to solidifying a plan of action for future management of the Program. Required: Recess Manager, Recess Coach, Recess Team

- **All-School Orientation (30-60 min):** Customer will provide Program Specialist an opportunity to introduce themselves and Playworks Program to school community at-large.

Required: Recess Manager, Recess Team, Teachers, Students

- **Recess Team Training #1 (30- 90 min):** Program Specialist will provide an in-depth training to teach systems, games, and strategies to create, implement and sustain safe and healthy play at recess. This Day 1 training is key to frame the first week and ongoing learning that will take place on-site.

Required: Recess Manager, Recess Coach, Recess Team

Playworks will provide onboarding for all teachers and staff of Customer. Such training provides staff with best practices and examples to implement opportunities for play and physical activities for their students. Customer will provide Playworks with a block(s) of school staff development or staff meeting time, ideally 1 hr., for such onboarding, to be scheduled and communicated to Playworks at Kick off meeting. Onboarding may be conducted in-person or virtually.

Required: Principal, Recess Manager, Recess Coach, Recess Team, All Teachers and School Staff

This element of the Program will start no later than the 5th day of Programming.

During the COVID-19 public health emergency period, Playworks and Customer will work together to create a safe, physically-distanced recess environment compliant with CDC recommendations.

Playworks will support Recess Coach to use recess times for safe physically distanced playground games, sports, skill-building activities, and cooperative games. Program Specialist will provide consultation and modeling for Recess Coach on strategies for recess facilitation. During recess, Program Specialist will be focused on consulting and supporting the Recess Coach and will not be responsible for play space supervision. Customer shall provide staff for play area supervision during all recess periods and shall have full responsibility for play area supervision.

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Class Game Time/Recess 101 (grade level: all) Junior Coach Program (grade level: 4 & 5)

Recess Coach and/or Recess Team training and coaching Program Specialist provides classroom teachers with Class Game Time support. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting. Program Specialist will work with Customer to create the best possible Class Game Time schedule. Depending on the number of classrooms being served, Class Game Times will range from 30 to 40 minutes on a rotating schedule. Program Specialist must approve all Class Game Time schedules before distribution to teachers. Class Game Times may not be scheduled during any regularly scheduled recess period. Class Game Time may be delivered virtually during site closures. Customer will ensure the presence and engagement of a credentialed adult, preferably the classroom teacher, during every Class Game Time session.

This element of the Program will start no later than the 5th day of Programming. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing. Program Specialist will facilitate the establishment of a Junior Coach Program (JCP). The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess.

Junior Coaches are selected through a process that includes student applications, teacher recommendations, and parent permission. During the school day, Junior Coaches are required to participate as leaders at recess one to three times per week during Program Days .. Junior Coaches are expected to make up missed work and maintain good grades to participate in the Program. Junior Coaches will lead games and activities during the recess time as well as help students manage conflicts if they arise. Outside of the school day, Program Specialist will lead two to four hours of skill-development trainings each month, including team-building games and fun Playworks activities in order to Junior Coaches for their leadership roles on the playground. The trainings may be held before school, after school, or during enrichment or elective blocks during the school day. The trainings may be held virtually during site closures.

Trainings are based on Playworks JCLP curriculum that includes without limitation thematic units on Junior Coach Job Training , Conflict Resolution Strategies, Leadership Development, and Inclusion Practices. Junior Coach teams are limited to 15 students per training. Junior Coach attendance is required for all trainings in order for Junior Coaches to participate in their leadership roles at recess. This element of the Program will start no later than the 5th day of Programming. Playworks recommends implementation by rotation two and will work with school staff to provide all necessary materials needed to recruit Junior Coach leaders in advance. During the COVID-19 public health emergency period, additional program modifications may be implemented to ensure safety and social distancing. Playworks Program Specialist and Playworks Program Manager will provide Recess Coach and/or Recess Team with coaching

and training throughout the school year. Recess Coach will attend all professional development sessions. Playworks Program Specialist and Playworks Program Manager will provide Recess Manager and his or her team with training related to managing and sustaining recess improvements with school staff.

Recommended: Recess Manager regularly attends Recess Team trainings and coaching sessions.

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Consultation for Recess

Manager Customized Notes Curriculum and assessment tools

Program Specialist unavailability

Playworks will provide direct consultation for Recess Managers. The consultation will focus on managing a recess team, understanding and overseeing implementation of recess outcomes.

- Recess modifications:
- CGT modifications:
- JCP modifications:
- Additional program modifications:

Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials will include the Playworks Playbook, Recess Coach Manual, Junior Coach Program lesson plans, recess assessment tools, and Class Game Time lesson plans. If Program Specialist is unable to be on-site due to illness or emergency, Program Manager will communicate with Customer regarding alternative support of Junior Coach training and coaching

sessions with Recess Coach. Program Manager may make additional observation visits to Customer as needed to address such unavailability.

Consultative support

Overview Observation visits

Consultation visits

Playworks will meet at least twice with Customer administration to evaluate ongoing Playworks

Programming and support for continued school climate improvement.

Playworks will conduct observation visits during onsite implementation of the Program. Program Manager will observe and assess recess function and efficacy including the impact of the Junior Coach Program during recess. Playworks will provide feedback to Recess Coach and Recess Manager.

Program Manager will lead two consultation sessions to Customer: one in the fall and one in the spring. Program Manager will formally evaluate Program implementation and provide Customer administration with assessments and recommendations.

Program planning and impact

Planning calls and/or meetings

Program setup

Prior to the Program Specialist's first week, Customer agrees to participate in planning calls and/or meetings with Playworks to assign school staff roles, communicate to the school, set up the schedule, and disseminate/collect paperwork to support the Program.

Customer acknowledges that the Program requires setup and school staff participation in order to deliver Program components effectively. No later than two weeks prior to the Site-Coordinator's on-site arrival, Customer will ensure setup and required school staff participation:

- Confirm the Recess Manager, Recess Coach, and Recess Team
- Set and confirm schedule of orientation day(s) activities
- Ensure required school staff attendance per component

Exhibit A - FYE24 Playworks Program Plan PLAYWORKS

Impact measurement tools

Playworks may use one or more of the following tools to measure Program impact:

- Teacher-reported survey about student SEL growth. Teachers will complete a short assessment of randomly selected group of students
- Junior Coach Training Attendance and Assessment: coaches track attendance at Junior Coach training events and complete assessments of skill development throughout the year.
- Great Recess Framework observation tool: completed by Playworks staff after observing recess.
- Recess observations and reflections: completed by Playworks staff after observing recess.
- Annual Survey: completed voluntarily by school staff at the end of the year.

Main Services Agreement, Playworks (Form Agreement) This is a Main Services Agreement ("Agreement") dated as of 5/31/2023, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Niagara Falls City School District, a school district ("Customer").

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement. Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

Playworks will provide services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as Exhibit A ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For term related to purchases of digital services only, see: <https://www.playworks.org/playworks-digital-services-terms-conditions/> in lieu of Plan ("Digital Services Agreement"). For the avoidance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among

1 v.FY24

Main Services Agreement, Playworks (Form Agreement)

Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Main Services Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by (customer) and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together, Playworks and Customer may share sensitive information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In all of these activities, Playworks is committed to and will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with Customer in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personal Identifying Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its Main Services Agreement, Playworks (Form Agreement) other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policy. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, video or audio recordings and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services shall be, at all times, the sole and exclusive property of Playworks.

v.FY24

Main Services Agreement, Playworks (Form Agreement)

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion).

Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other school or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

Main Services Agreement, Playworks (Form Agreement)

4.3 logo Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's name, logo and other marks other than the rights granted under this Agreement; (b) the other party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party's marks will inure solely to the benefit of the other party. Each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for

extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

Main Services Agreement, Playworks (Form Agreement)

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or

Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under

6

Main Services Agreement, Playworks (Form Agreement)

Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery. Such a suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

7

v.FY24

Main Services Agreement, Playworks (Form Agreement)

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination.

Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision Main Services Agreement, Playworks (Form Agreement) will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARSHA MCWILSON FOR SOCIAL-EMOTIONAL SUPPORT SERVICES (SEPTEMBER 1, 2023 – JUNE 30, 2024)

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 weekly youth mentoring services under the scope of the Student Mental Health Supports and Mental Health Professional Demonstration Grants; and

WHEREAS, Marsha McWilson has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Marsha McWilson to provide weekly mentoring and social-emotional support services for students at four (4) elementary schools for a minimum of fifteen (15) hours per week; and

WHEREAS, District Administration has negotiated a new Contract with Marsha McWilson to provide such services for a minimum of fifteen (15) hours per week at a total cost not to exceed \$40,000 to be paid in monthly installments of \$4,000 on the last day of each month for the period effective 9-1-2023 and to terminate 6-30-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Marsha McWilson for youth mentoring services at a sum not to exceed \$40,000 for the period September 1, 2023 through June 30, 2024, 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
MARSHA MCWILSON

THIS AGREEMENT, made this 28th day of September 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 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 Student Mental Health Supports Grant and Mental Health Professional Demonstration Grant objectives and Marsha McWilson 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 Student Mental Health Supports Grant and Mental Health Professional Demonstration Grants at four (4) elementary schools: Harry F. Abate, Henry J. Kalfas, Bloneva Bond, and GJ Mann Elementary, including:

- Student mentoring to improve confidence and social emotional well-being
 - Teaching of life lessons such as building self-esteem
 - Fifteen (15) hours per week of student support services at the assigned elementary schools
- All of the functions will be performed by Marsha McWilson and shall be coordinated with the Summer Program Director and/or District Administration. Marsha McWilson possesses a thorough knowledge of social support services as they relate to the implementation of the Student Mental Health Supports Grant and Mental Health Professional Demonstration grant objectives.

3. Relationship Between the Parties. Marsha McWilson shall not be an employee of the District. Marsha McWilson 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. Marsha McWilson 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 to be paid in monthly installments of \$4,000 on the last day of each month (September 2023 – June 2024) for completion of a minimum of fifteen (15) hours of weekly support services to students. Payment checks payable to the order of Marsha McWilson shall be deemed full payment to and acquittance by Marsha McWilson.

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. Marsha McWilson 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, 2023 to June 30, 2024, 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, Marsha McWilson 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.

MARSHA MCWILSON
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND COMMUNITY MISSIONS, INC. (SEPTEMBER 1, 2023 – JUNE 30, 2024)

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 Student Mental Health Supports 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 2023-2024 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 30, 2023, January 31, 2024, March 31, 2024, and June 30, 2024 for period effective 9/1/2023 and to terminate 6/30/2024; 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, 2023 - June 30, 2024 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 28th day of September 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 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 Student Mental Health Supports 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 Student Mental Health Supports Grants for the 2023/2024 School Year including:

a) Development and implementation of weekly social-emotional support services for twenty (20) hours per week including Girls Circles that promote positive self-development in young women.

b) Elementary programming will rotate on a 12-week basis with three (3) program cycles. Community Missions will provide weekly social-emotional support services to Harry F. Abate Elementary, Hyde Park Elementary, Maple Avenue Elementary, Cataract Elementary, 79th Street Elementary, and GJ Mann Elementary.

c) Preparatory and High School programming will rotate on a 12-week basis with three (3) program cycles and include LaSalle Preparatory, Gaskill Preparatory, and Niagara Falls High School.

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

e) 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 Student Mental Health Supports 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 30, 2023, January 31, 2024, March 31, 2024, and June 30, 2024 for providing twenty (20) hours of weekly social-emotional support services to the nine identified schools. 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, 2023 to June 30th, 2024, 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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

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 21ST CENTURY PREPARATORY GRANT (SEPTEMBER 1, 2023 – JUNE 30, 2024)

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 four (4) hours per week for students before or after school at LaSalle and Gaskill Preparatory for the 2023-2024 School Year; and

WHEREAS, District Administration has negotiated a Contract with Long Life Yoga to provide such services for four (4) hours per week for a cost not to exceed \$18,000 for period effective September 1, 2023 and to terminate June 30, 2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Long Life Yoga for the 2023-2024 School Year through the 21st Century Preparatory Grant at a sum not to exceed \$18,000 for the period September 1, 2023 through June 30, 2024, 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 28th day of September 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 at Gaskill Preparatory and LaSalle Preparatory before or after-school to improve confidence and social emotional well-being
- Teaching the practice of Yoga to students
- Four (4) hours per week before or after-school at Gaskill Preparatory School and LaSalle 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 of four (4) hours per week hereunder a sum not to exceed \$18,000 to be paid in four (4) equal installments of \$4,500 on November 15, 2023, January 31, 2024, March 31, 2024, and a final payment upon completion of the program by June 30, 2024. 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 September 1, 2023 to June 30, 2024, 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

Founder

Russell Petrozzi

President, Board of Education

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

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

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA UNIVERSITY FOR LITERACY PROGRAMMING THROUGH THE 21ST CENTURY PREPARATORY AND EMPIRE GRANTS (SEPTEMBER 1, 2023 – JUNE 30, 2024)

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 2023-2024 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 before and after-school; and

WHEREAS, The proposed Contract is effective for a term of one (1) year, commencing September 1, 2023 and ending June 30, 2024 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 2023-2024 School Year; and further

RESOLVED, That the Agreement 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 28th day of September 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, PO Box 1936 (Controller's Office), 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 2023/24 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 for Fall 2023 and Spring 2024 semesters for Gaskill Preparatory and LaSalle Preparatory 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 before and after-school programming at the elementary level including Cataract Elementary School

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 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 31, 2024 and June 30, 2024. The University shall submit invoices for services rendered at the conclusion of each of the two semesters of programming. The District 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, it's 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, 2023 to June 30, 2024, 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

Debra Colley, PhD.

Executive Vice President

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

President, Board of Education

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

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

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 (10-1-2023 - 6-30-2024)

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 \$4,000.00 (80 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 (10-1-23 – 6-30-23) at a sum not to exceed 80 hours for \$4,000.00 for the period effective October 1, 2023 through June 30, 2024, 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 28th day of September 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 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 2023-2024 school year, including:

- Student mentoring to improve academic, behavioral, emotional and social well-being
- Arranging and facilitating activities for the male mentors and mentees in the program
- October 1, 2023 – June 30, 2024; at a cost not to exceed \$4,000.00 (80 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 \$4,000.00 to be paid in two installments of \$2,000.00 on December 31, 2023 and June 30, 2024. 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 October 1, 2023 to June 30, 2024, 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

William K. Jones, Sr.
Co-Facilitator

Russell Petrozzi
President, Board of Education

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

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 (10-1-2023 - 6-30-2024)

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 \$4,000.00 (80 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 (10-1-2023 - 6-30-2024) at a sum not to exceed 80 hours for \$4,000.00 for the period effective October 1, 2023 through June 30, 2024, 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 28th day of September 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 Jason Scott, 424-12TH 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 2023-2024 school year, including:

- Student mentoring to improve academic, behavioral, emotional and social well-being
- Arranging and facilitating activities for the male mentors and mentees in the program
- October 1, 2023 – June 30, 2024; at a cost not to exceed \$4,000.00 (80 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 \$4,000.00 to be paid in two installments of \$2,000.00 on December 31, 2023 and June 30, 2024. 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 October 1, 2023 to June 30, 2024, 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

Jason Scott
Co-Facilitator

Russell Petrozzi
President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES FOR WILSON LANGUAGE TRAINING CORPORATION BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND WILSON LANGUAGE TRAINING CORPORATION FOR THE 2023 - 2024 SCHOOL YEAR

WHEREAS, The District is obligated to provide high quality reading skills instruction to students enrolled in Kindergarten-2nd grade classrooms; and

WHEREAS, Wilson Language Training Corporation will provide 7 days of on-site coaching visits; and

WHEREAS, The agreed upon fee for the term of this Agreement is not to exceed \$75,465.00 and

WHEREAS, The Contract shall be effective for a term commencing September 14, 2023 and ending June 30, 2024; therefore, be it

RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and Wilson Language Training Corporation attached hereto, be and is hereby approved; and

RESOLVED, That the agreed upon fee for the period September 14, 2023 through June 30, 2024 is \$75,465.00; 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 September 14, 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 Wilson Language Training Corporation, 47 Old Webster Road Oxford, MA 01540 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 Wilson Language Training Corporation as an independent contractor to render to the District the services, and Wilson Language Training Corporation hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Wilson Language Training Corporation shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) Two (2) days of coaching services for Kindergarten teachers and one Lead Primary Enhancement Program (PEP) Interventionist who will become certified as a Wilson Language Kindergarten Presenter

b) Two (2) days of coaching services for First Grade Teachers and one Lead Primary Enhancement Program (PEP) Interventionist who will become certified as a Wilson Language First Grade Presenter

c) Three (3) days of coaching services for Second Grade Teachers and one Lead Primary Enhancement Program (PEP) Interventionist who will become certified as a Wilson Language Second Grade Presenter

d) Prepare and facilitate online meetings for Elementary Administrators

e) Other duties as deemed appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Wilson Language Training Corporation shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Wilson Language Training Corporation shall not be an employee of the District. Wilson Language Training Corporation is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the contractor to

perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee.

4. Compensation to Wilson Language Training Corporation. Upon receipt of payment invoices, the District shall pay to Wilson Language Training Corporation its services hereunder a sum not to exceed \$75,465.00 in 4 payments following services rendered upon receipt of invoices as follows: first payment of \$18,866.25 on November 30, 2023 second payment of \$18,866.25 on December 30, 2023, third payment of \$18,866.25 on February 28, 2024. Fourth payment of \$18,866.25 on April 30, 2024.

Payment checks payable to the order of the Wilson Language Training Corporation shall be deemed full payment to, and acquittance by Wilson Language Training Corporation.

5. Indemnification. To the fullest extent permitted by law, Wilson Language Training Corporation 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. Wilson Language Training Corporation and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Wilson Language Training Corporation and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

7. Term of Contract. This contract shall be effective from September 14, 2023 to June 30, 2024 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 Wilson Language Training Corporation under this Agreement are unique and personal. Accordingly, Wilson Language Training Corporation 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

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND TANYETTA CARTER EDUCATION ASSOCIATES (T.C.E.A.) (SEPTEMBER 1, 2023 – JUNE 30, 2024)

WHEREAS, in an effort to address emergent social issues, a number of social workers were hired in the district and assigned to schools; and

WHEREAS, The City School District of the City of Niagara Falls necessitates an increase in professional development, and a comprehensive plan for communication and organization of services for the increasing number of social workers; and

WHEREAS, Dr. Tanyetta Carter has had extensive experience with the City School District of the City of Niagara Falls as a student, parent, staff member, resident of Niagara Falls and community liaison; and

WHEREAS, District Administration has negotiated a Contract with Tanyetta Carter Education Associates (TCEA) to provide professional development and training for elementary, preparatory and high school social workers during the 2023 – 24 school year on six (6) District Superintendent Conference Days at a cost not to exceed \$6,500.00 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 Tanyetta Carter Education Associates for the professional development and training for elementary, preparatory and high school social workers during the 2023 – 24 school year on six (6) district Superintendent Conference Days (9-1-23 – 6-30-24) at a sum not to exceed \$6,500.00 for the period effective September 1, 2023 through June 30, 2024, 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

TANYETTA CARTER EDUCATION ASSOCIATES

THIS AGREEMENT, made this 28th day of September 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 Tanyetta Carter Education Associates, 1309 Garden 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 Tanyetta Carter Education Associates as an independent contractor to render to the District professional services regarding implementation of the Family and Community Engagement Grant objectives and Tanyetta Carter Education Associates hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Tanyetta Carter Education Associates shall provide and render to the District the usual and customary services of a contractor for professional services, regarding professional development and training for elementary, preparatory and high school social workers during the 2023 – 24 school year for six (6) District Superintendent Conference Days, including:

- Clarifying District social worker practices and procedures of service models
- Establishing norms for appropriate sharing of information and communication
- Planning and scheduling collaboration and professional development needs and schedules
- September 1, 2023 – June 30, 2024; at a cost not to exceed \$6,500.00 over the life of the contract at Niagara Falls High School for six (6) District Superintendent Conference Days

All of the functions will be performed by Tanyetta Carter Education Associates and shall be coordinated with the School-Based Mental Health Services Grant Facilitators and/or District Administration. Tanyetta Carter Education Associates possesses a thorough knowledge of social support services as they relate to the implementation of School-Based Mental Health Services Grant objectives.

3. Relationship Between the Parties. Tanyetta Carter Education Associates shall not be an employee of the District. Tanyetta Carter Education Associates is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the 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. Tanyetta Carter Education Associates 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 Tanyetta Carter Education Associates for services hereunder a sum not to exceed \$6,500.00 to be paid in one installment of \$3,500.00 after completion of the first three professional development sessions and invoiced before December 31, 2023, and one installment of \$3,000.00 after completion of the final three professional development sessions and invoiced before June 30, 2024. Payment checks payable to the order of Tanyetta Carter Education Associates shall be deemed full payment to and acquittance by Tanyetta Carter Education Associates.

5. Indemnification. To the fullest extent permitted by law, Tanyetta Carter Education Associates shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Tanyetta Carter Education Associates shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Tanyetta Carter Education Associates 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, 2023 to June 30, 2024, 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 Tanyetta Carter Education Associates under this Agreement are unique and personal. Accordingly, Tanyetta Carter Education Associates shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire 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.

TANYETTA CARTER EDUCATION ASSOCIATES

CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Dr. Tanyetta Carter

Russell Petrozzi President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

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 2023-2024 SCHOOL YEAR (SEPTEMBER 1, 2023 – JUNE 30, 2024)

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 he 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 three (3) eight week mentoring programs at both LaSalle Preparatory and Gaskill Preparatory, and two (2) sessions for Fall 2023 and Spring 2024 at Niagara Falls High School for a cost not to exceed \$55,000 to be paid in five (5) installments of \$11,000 for period effective 9-1-2023 and to terminate 6-30-2024; 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 (9-1-2023 - 6-30-2024) at a sum not to exceed \$55,000 for the period September 1, 2023 through June 30, 2024, 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 BECAUSE I TRIED ENTERPRISES, INC

THIS AGREEMENT, made this 28th day of September 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 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 (9-1-23 to 6-30-24), including:

- Maximum of 10-15 students per class
- Three (3) eight week programs at the Prep School Level
- Two (2) semester programs (Fall 2023 and Spring 2024) at Niagara Falls High School
- Programs can be offered both before and after school
- Program dates to run from September 2023 through June 2024
- Program graduation including party, certificates, awards and gifts

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 \$55,000 to be paid in five (5) installments of \$11,000 on November 1, 2023, December 31, 2023, February 29, 2024, April 30, 2024, and June 30, 2024. 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, 2023 to June 30, 2024, 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 SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

Maurice Cox

President

Russell Petrozzi

President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

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) (9/30/2023 THROUGH 12/30/2023)

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 \$21,000.00 payable in one payment.

WHEREAS, The Agreement shall be effective for a term commencing September 30, 2023 and ending December 30, 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 2023-24 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 28th day of September, 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 2023-24 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 2023-24 Adult ENL Program:

An academic course offerings during the 2023-24 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 \$21,000.00 in one payment payable to the order of University on January 10, 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, it's 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 September 30, 2023 to December 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 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.

NIAGARA UNIVERSITY

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

**AMENDMENT OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY
INDEPENDENT CONTRACTOR FOR TRUANCY PREVENTION PROGRAMS – R. CUNNINGHAM
CONSULTANTS, INC. 9/1/23 –8/31/24**

WHEREAS, The District desires to enter into agreement with R. Cunningham Consultants, Inc. as a consultant in the area of Truancy Prevention programs for grades Prek-12; and

WHEREAS, It is the recommendation of the administration that the Board of Education approve the agreement with R. Cunningham Consultants, Inc. for consulting services for the period September 1, 2023 and terminating August 31, 2024; and

WHEREAS, The fee for services to be rendered shall be an amount not to exceed the sum of \$120,000, payable in equal monthly installments of \$10,000, therefore be it

RESOLVED, That the Contract for Professional Consultant Services by an Independent Contractor for Truancy Prevention Programs between the Niagara Falls City School District and R. Cunningham Consultants, Inc. attached hereto, be approved; and

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

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

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

**CONTRACT FOR PROFESSIONAL
CONSULTANT SERVICES
BY AN INDEPENDENT CONTRACTOR**

This agreement, MADE THIS 28th DAY OF September, 2023, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 Sixty Sixth Street, Niagara Falls, New York, 14304 (hereinafter called the “First Party”), and R. Cunningham Consultants, Inc., P.O. Box 432, Niagara Falls, New York 14302 hereinafter called the “Second Party”);

WITNESSETH:

IN CONSIDERATION OF the provisions and mutual covenants hereinafter set forth, the Parties do hereby mutually agree as follows:

1. Engagement of Second Party. The First Party hereby engages the Second Party as an independent contractor to render to the First Party the professional consulting services in the area of truancy prevention, hereinafter described, and the Second Party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party. The Second Party shall provide and render to the First Party the usual and customary services of a consultant as they relate to interpreting services and shall include without limitation, the following:

a. Provide truancy prevention intervention services Grades PreK-12;

b. The Second Party will maintain the strictest standards of ethical behavior and confidentiality;

All of these functions shall be performed under the direction of the Superintendent. This consultant should possess a thorough knowledge of truancy prevention initiatives.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth, in the exclusive capacity of independent contractor only, and in no event as servant or employee except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the days worked and duties performed, the First Party shall pay to the Second Party, for services rendered hereunder, a sum not to exceed \$120,000, to be paid monthly by checks made payable to the order of the Second Party in equal monthly installments of \$10,000 provided the invoices are received and approved by the District and receipt of a monthly report by the Superintendent. Payment checks payable to the order of the Second Party shall be deemed full payment to and acquittance by the Second Party.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, its agents, servants and/or employees.

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Workers' Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from September 1, 2023 through August 31, 2024, provided, however, that any Party may, at any given time, terminate this Contract in all respects by giving to the other Party ten days advance written notice of its election to terminate the same.

7. Assignments\Assistants. The Independent Contractor agrees to hire at least three

Assistants to assist in performing the services required to be performed herein, and shall as an Independent Contractor be responsible and pay all wages, benefits, and taxes for

such Assistants, and any additional assistants it may determine to hire.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties and may be modified or amended only in writing duly subscribed by all of the Parties.

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

CONSULTANT

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Ronald Cunningham

President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF CONTRACT FOR PARTICIPATION IN THE POSITIVE EMOTIONAL DEVELOPMENT AND LEARNING SKILLS (HEREINAFTER, "PEDALS") FOR THE HEAD START PROGRAM AT THE DIFRANCESCO CENTER BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, AND LAKESHORE CONNECTIONS, A DELAWARE NONPROFIT CORPORATION THAT SOLELY SUPPORTS COMMUNITY CONNECTIONS NEW YORK (HEREINAFTER, "LAKESHORE CONNECTIONS"), FROM AUGUST 1, 2023 TO JUNE 30, 2025

WHEREAS, The District must ensure Head Start teaching staff receive training in social-emotional development and curricula; and

WHEREAS, PEDALS will provide Second Step curriculum training and orientation to PEDALS on August 31, 2023 and ongoing coaching support for the duration of the program's participation.

WHEREAS, There is no fee for the District's Head Start program to participate in PEDALS, as funding is being provided to Lakeshore Connections by the Ralph C. Wilson Jr. Foundation to cover all costs associated with the Head Start program's participation; therefore, be it

RESOLVED, That the Contract for the Head Start Program to participate in PEDALS between the City School District of the City of Niagara Falls, and Lakeshore Connections, attached hereby approved; and

RESOLVED, That the agreed upon does not include any fees for the period of participation from August 1, 2023 to June 30, 2025; and

RESOLVED, That the Contract 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 authorized and directed to execute such contract; and further

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

CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT, made this 6th day of July, 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 Teaching Strategies, LLC ("TS") (hereinafter Teaching Strategies) 4500 East West Highway, Suite 300 Bethesda, MD, 20814, 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 Teaching Strategies as an independent contractor to render to the District the services, and Teaching Strategies hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of the Name: Teaching Strategies shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:

a) Three (3) Professional Development training sessions for Head Start and Early Head Start Teaching Staff to be held over two (2) days as follows:

i. Introduction to Teaching Strategies Gold (TSG) – All Head Start and Early Head Start Teaching Staff on August 24, 2023.

ii. Introduction to the Creative Curriculum for Preschoolers – All Head Start Teaching staff on August 25, 2023.

iii. Introduction to the Creative Curriculum for Infants, Toddlers, and Two's – All Early Head Start Teaching staff on August 25, 2023.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Teaching Strategies shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Teaching Strategies shall not be an employee of the District. Teaching Strategies 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 Teaching Strategies. Upon receipt of payment invoice, the District shall pay to Teaching Strategies its services hereunder a sum not to exceed \$10,485.00 following services rendered upon receipt of invoice.

Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

5. Indemnification. To the fullest extent permitted by law, Teaching Strategies 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. Teaching Strategies 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. Teaching Strategies 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 July 6, 2023 and will remain in effect until professional development services are completed on August 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 Teaching Strategies under this Agreement are unique and personal. Accordingly, Teaching Strategies 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
**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND PROJECT L.E.E. INC. FOR STUDENT SUPPORT SERVICES THROUGH THE 21ST CENTURY PREPARATORY AND MENTAL HEALTH PROFESSIONAL DEMONSTRATION GRANTS (OCTOBER 1, 2023 – MAY 31, 2024)

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 past school years, the District contracted with Project L.E.E. Inc. at LaSalle and Gaskill Preparatory Schools to provide student mentorship; and

WHEREAS, Project L.E.E. Inc. has extensive experience in mentoring youth and using motivational workshops to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Project L.E.E. Inc., to provide youth mentoring and social-emotional support services for students at LaSalle and Gaskill Preparatory Schools for two (2) days per week at each school; and

WHEREAS, District Administration has negotiated a new Contract with Project L.E.E. Inc., to provide such services for two (2) days per week at each preparatory school at a cost not to exceed \$56,000 for the period effective 10-1-2023 and to terminate 5-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Project L.E.E. Inc for weekly social-emotional student support services at a sum not to exceed \$56,000 for the period October 1, 2023 through May 31, 2024, 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 PROJECT L.E.E., INC

THIS AGREEMENT, made this 28th day of September 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 Project L.E.E. Inc., PO Box 392, Buffalo, New York 14205.

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 Project L.E.E. Inc. as an independent contractor to render to the District professional services regarding implementation of the 21st Century Preparatory Grant and Mental Health Professional Demonstration Grant objectives and Project L.E.E. Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Project L.E.E. Inc shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century Prep Grant and Mental Health Professional Demonstration Grant objectives for October 1, 2023 – May 31, 2024 including:

- Student Mentoring
- Motivational workshops for at-risk students
- Two (2) days per week at each preparatory school
- Social Emotional Learning (SEL) support to students

All of the functions will be performed by Project L.E.E. Inc and shall be coordinated with the Summer Program Director and/or District Administration. Project L.E.E. Inc possesses a thorough knowledge of social support services as they relate to the implementation of 21st Century Prep and Mental Health Professional Demonstration Grant objectives.

3. Relationship Between the Parties Project L.E.E. Inc. shall not be an employee of the District. Project L.E.E. 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. Project L.E.E. 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 Project L.E.E. Inc. for services hereunder a sum not to exceed \$56,000 to be paid in monthly installments of \$7,000 on the last day of each month for two (2) days per week at each preparatory school. Payment checks payable to the order of Project L.E.E. Inc. shall be deemed full payment to and acquittance by Project L.E.E. Inc.

5. Indemnification. To the fullest extent permitted by law, Project L.E.E. Inc, 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, it's agents, servants and/or employees.

6. Taxes and Insurances. Project L.E.E. Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Project L.E.E. 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 October 1, 2023 to May 31, 2024, 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 Project L.E.E. Inc under this Agreement are unique and personal. Accordingly, Project L.E.E. 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.

PROJECT L.E.E., INC
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Rev. Gene Copelin
Executive Director

Russell Petrozzi

President, Board of Education

**Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF PAYMENT NO. 2 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$20,030.50; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,001.53; and

WHEREAS, The amount of payment the District will issue shall be \$20,030.50 less the required 5% retainage (\$1,001.53) as outlined in the contract, \$19,028.97; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$19,028.97 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF PAYMENT NO. 2 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$334,300.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$16,715.00; and

WHEREAS, The amount of payment the District will issue shall be \$334,300.00 less the required 5% retainage (\$16,715.00) as outlined in the contract, \$317,585.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$317,585.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 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 Grants Finance.

Ayes: Mr. Bass, 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. Bilson seconded the motion.

APPROVAL OF AGREEMENT WITH THE BOARD OF EDUCATION OF NIAGARA WHEATFIELD 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 September 1, 2022 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.

AGREEMENT FOR INSTRUCTION OF CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this ___ day of September 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 Niagara Wheatfield Central School District, 5700 West Street, Sanborn, NY 14132, party of the second part, herein called the School,

WITNESSETH

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

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 September 6, 2022, and ending on or about June 21, 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 children in all respects and at all times be subject to the control, supervision, and approval

of said Superintendent of Schools, who shall have the right to terminate the attendance of any child at the School at any time when he/she considers such action to be in the best interests of such child or the School District. Any action of said Superintendent of Schools herein mentioned may be taken by his/her duly authorized representative.

2. The school shall promptly furnish to said Superintendent of Schools any and all reports and data, which he/she may request concerning the education and educational progress of these children such as:

2-A Maintenance of evaluation, progress and discharge reports, therapy attendance records, daily session notes, quarterly progress notes as may be deemed appropriate

2-B Must permit Medicaid audits, that the agency maintains required records, and that the agency makes those records available in the event of an audit.

3. In full payment for the services rendered by the School as above provided, the School District will pay to the School at a rate of:

- Non-Resident 15:1 Tuition for 22/23 \$28,199

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 remainder of the school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual

attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. The School District recognizes that tuition rates are set by New York State and may be subject to change from above. Payment will be promptly made by the School District upon the audit and approval of such voucher in the regular course of business.

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

4. 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

5. This Agreement shall commence September 6, 2022 and terminate June 21, 2023.

The School District may sooner terminate this Agreement upon Thirty (30) Day written to Niagara Wheatfield Central School District of its intention to terminate.

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.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Carried.

Review of the Proposed Policy

Thirty day tabling waived on a motion by Mr. Vilardo, seconded by Mr Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Waived.

Adopted on a motion by Mr. Bilson, seconded by Mr. Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Adopted.

7.01 1320 Nomination and Election of Board Officers and Duties of the President and Vice President

2011 1320
By-Laws
NF/EB

SUBJECT: NOMINATION AND ELECTION OF BOARD OFFICERS AND DUTIES OF THE PRESIDENT AND VICE PRESIDENT

Officers of the Board of Education shall be nominated and elected by the simple majority of the Board at its Annual Organizational Meeting for a term of one (1) year. They will take their oath as officers at this meeting along with newly elected members.

The elected officers of the Board of Education are:

- a) President;
- b) Vice President.

Duties of the President of the Board of Education

The President's duties include the following:

- a) Presides at all meetings of the Board;
- b) Calls special meetings as necessary or on request;
- c) Appoints members to all committees of the Board;
- d) Serves ex-officio as a member of all committees;
- e) Executes documents on behalf of the Board
- f) Performs the usual and ordinary duties of the office;
- g) The President shall have the right, as other Board members have, to offer resolutions, discuss questions, and to vote.

No Board member may serve more than two (2) consecutive terms as Board President.

Duties of the Vice President of the Board of Education

The Board of Education may, in its discretion, elect one (1) of its members Vice President who shall have the power to exercise the duties of the President in case of the absence or disability of the President. In case of vacancy in the office of the President, the Vice President shall act as President until a President is elected.

Education Law Sections 1701, 2105(6) and 2502

Adoption Date 09282023

Items 7.02 – 7.04 Thirty day tabling waived on a motion by Mr. Vilardo, seconded by Mr Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Waived.

Adopted on a motion by Mr. Bilson, seconded by Mr. Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Adopted.

7.02 3420 Non-Discrimination and Anti- Harassment In The School District Policy, Grievance Procedure and Process

**CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
POLICY AGAINST DISCRIMINATION AND HARASSMENT**

- SECTION 1: PURPOSE
- A. Scope of Policy
 - B. Policy Objectives

SECTION 2: DEFINITIONS

SECTION 3: POLICY

- SECTION 4: POLICY ENFORCEMENT
- A. Complaint Procedure for Employees
 - 1. Notification Procedure
 - 2. Making a Complaint
 - 3. Supervisory Responsibilities
 - 4. Bystander Intervention
 - B. Time for Reporting a Complaint
 - C. Confidentiality and Privacy
 - D. Acknowledgment of Complaint

- SECTION 5: INVESTIGATION PROCEDURES
- A. Timing of Investigations
 - B. Method of Investigation
 - C. Notification to Complaining Party and the Accused Party
 - D. Remedial Measures

- SECTION 6: PROHIBITION AGAINST RETALIATION AND ABUSE OF THE POLICY
- SECTION 7: APPEALS

SECTION 8: RECORD KEEPING

SECTION 9: LEGAL PROTECTIONS AND EXTERNAL REMEDIES

SECTION 10: QUESTIONS

SECTION 11: COMPLIANCE OFFICERS

SECTION 12: EFFECTIVE DATE AND POLICY DISSEMINATION

SECTION 1: PURPOSE

The City School District of the City of Niagara Falls, believes in the dignity of the individual and recognizes the rights of all people to equal employment opportunities in the workplace. In this regard, the Niagara Falls City school District, (hereinafter "District"), is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without subjugation to harassment or discrimination in the workplace. It is the District's policy to provide an employment environment free from harassment and discrimination based on race, color, gender, religion, religious creed, sex, familial or marital status, age, national origin or ancestry, physical or mental disability, genetic information/predisposition or carrier status, military or veteran status, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation) citizenship, prior arrest or conviction record, domestic violence victim status or any other characteristics protected by applicable federal, state or local law.

- A. Scope of Policy** This Policy applies to all District employees and all personnel in a contractual or other business relationship with the District including, for example, applicants, temporary or leased employees, interns (whether paid or unpaid), volunteers, visitors, independent contractors, contractors, subcontractors, vendors, consultants or other persons providing services pursuant to a contract in the workplace, including employees of independent contractors, contractors, subcontractors, vendors, consultants, or others providing services pursuant to a contract in the workplace. In the remainder of this Policy, the term "employees" refers to this collective group. This Policy applies with equal force on District property as it does at District-sponsored events, programs, and activities that take place off District premises.
- B. Policy Objectives** By adopting and publishing this Policy, it is the intention of the District's Board of Education to:
- (1) Notify employees about the types of conduct that constitute harassment and discrimination prohibited by this Policy;
 - (2) Inform employees about the complaint and investigation procedures established by the District that enable any employee who believes (s)he is the victim of harassment or discrimination to submit a complaint which will be investigated by the District;
 - (3) Clearly advise all supervisory staff, administrators, and employees that harassment, discrimination and retaliation is strictly prohibited and no such person possesses the authority to harass or discriminate; and
 - (4) Notify all employees that the District has appointed Compliance Officer(s) who are specifically designated to receive complaints and ensure compliance with this Policy.

NOTE: The names and office location of the Compliance Officer(s) designated to receive and investigate complaints are listed below in *Section 11* of this Policy. Any change in the designated Compliance Officer(s) shall be distributed in writing to all current employees and shall be posted.

SECTION 2: DEFINITIONS

"Prohibited Discrimination of Employees"

Prohibited discrimination of employees can take the form of any adverse employment action against an employee, by either a District employee or official or a third party engaged in activities sponsored by the District which is based upon the employee's protected characteristic. Prohibited discrimination of employees also includes harassment based on a protected characteristic even where there is no tangible impact upon the employee's employment opportunities and/or employment benefits. The phrase "prohibited discrimination" as used in this Policy includes all forms of prohibited discrimination and harassment based on a protected characteristic, including "Sexual Harassment" as defined below.

"Harassment"

Harassment is strictly prohibited and includes, but is not limited to, any conduct that is unwelcome and that subjects an employee to inferior terms, conditions, or privileges of employment because of an individual's membership in one or more of the protected categories. Harassment does not have to be severe or pervasive to be illegal or violate this policy. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Such harassment of employees

is prohibited by this Policy if it is based on a protected characteristic or directed at an individual because of a protected characteristic. In this regard, individuals subject to this Policy should be mindful that conduct or behavior that is acceptable, amusing or inoffensive to some individuals may be viewed as unwelcome, abusive or offensive to others.

“Sexual Harassment”

Sexual harassment is strictly prohibited. It is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual (e.g., promotion, transfer, demotion, termination); or
- (3) Such gender-based conduct has the purpose or effect of subjecting an employee to inferior terms, conditions, or privileges of employment, even if the reporting individual is not the intended target of the sexual harassment.

The foregoing includes offensive comments, jokes, innuendoes or other statements of a sexual or gender-based nature as well as favoritism between a supervisor and subordinate based on an intimate/sexual relationship or desire for the same.

Who can be the target of harassment?

Harassment can occur between any individuals, regardless of their sex, gender or other protected status. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can harassment occur?

Unlawful harassment is not limited to the physical workplace itself. It can occur while employees are working remotely, traveling for business or at employer sponsored events or parties. Harassment can occur on virtual meeting platforms, in messaging apps, and between personal cell phones. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

“Prohibited Behavior and Examples of Harassment, including Sexual Harassment”

Specific forms of behavior the District considers harassment or sexual harassment are set forth below. Every conceivable example cannot be delineated herein, and thus the descriptions below are examples and should not be interpreted in any way as being all-inclusive.

- o **Verbal:** Abusive verbal language including jokes, comments, teasing or threats related to an employee's protected characteristic, sexual activity and/or body parts whether or not said in that person's presence including, but not limited to: sexual innuendos; slurs; suggestive, derogatory, or insulting comments or sounds; whistling; jokes; propositions; threats; comments on a person's appearance that make the person feel uncomfortable because of his or her protected characteristic; sex stereotyping; continuing to ask someone for dates or to meet after work after the person has made it clear that he or she does not want to go; comments about an employee's anatomy or protected characteristic that are unwelcome; and unwelcome advances or demands based on someone's protected

characteristic. This includes verbal remarks made over virtual platforms and in messaging apps when employees are working remotely.

- **Nonverbal:** Abusive written language showing or displaying pornographic or sexually explicit objects or pictures; graphic commentaries based on a protected characteristic; derogatory cartoons or caricatures; luring or obscene gestures in the workplace; staring at a person's body in a sexually suggestive manner; gestures or motions based on a protected characteristic; sending material through the District e-mail system or other electronic communication devices (e.g. voice mail) or using the District's mail, computers or cell phones to view material that is demeaning or derogatory based on one's protected characteristic. This includes the virtual or remote workspace and can include materials visible in the background of one's home during a virtual meeting.
- **Physical:** Unwelcome physical conduct, including but not limited to: hitting, pushing, shoving, slapping, petting, pinching, grabbing, holding, hugging, kissing, tickling, massaging, displaying private body parts, coerced sexual intercourse, rape or assault or attempts to commit these assaults, persistent brushing up against a person's body, unnecessary touching and flashing or other unwelcome physical conduct.
- **Other:** Hostile actions taken against an individual because of an individual's sex, sexual orientation, gender identity and the status of being transgender or because of any other protected characteristic, such as: interfering with, destroying or damaging a person's workstation, tools, or equipment, or otherwise interfering with the individual's ability to perform the job; sabotaging an individual's work; bullying, yelling, or name-calling.

Any employee who feels discriminated against or harassed should report so that any violation of this Policy can be corrected promptly. Any harassing conduct, even if a single incident, can be addressed under this Policy.

SECTION 3: POLICY

The District prohibits harassment and discrimination based on any characteristic protected by applicable law and will not tolerate any form of unlawful discrimination or harassment. The District will take all steps necessary to prevent and stop the occurrence of unlawful discrimination and/or harassment, including sexual harassment, in the workplace.

All employees, including but not limited to, District officials and supervisory personnel, are responsible for ensuring a work environment free from prohibited harassment and discrimination. All employees will be held responsible and accountable for avoiding or eliminating inappropriate conduct that may give rise to a claim of harassment or discrimination. Employees are encouraged to report violations to a supervisor, administrator, or the Compliance Officer(s) listed in *Section 11* of this Policy in accordance with the Complaint Procedure set forth in this Policy. Officials, administrators and supervisors must take immediate and appropriate corrective action when suspected instances of prohibited harassment and/or discrimination come to their attention to assure compliance with this Policy as well as report the suspected misconduct to the District's designated Compliance Officer(s). Furthermore, if any employee believes that any member of management has violated this policy or has not properly responded to and/or handled a report or concerns of discrimination or harassment, the employee should immediately contact one of the District's designated Compliance Officer(s).

Each employee is assured pursuant to *Section 6* of this Policy, that retaliation against an individual who makes a complaint or report under this Policy is absolutely prohibited and constitutes, in and of itself, a violation of this Policy. Employees who engage in retaliation against any employee for making or encouraging another employee to make a good faith complaint of harassment or discrimination, for opposing in good faith any practices forbidden by applicable anti-discrimination laws or for filing a good faith complaint with, or otherwise participating in any manner in an internal workplace investigation or an external investigation, proceeding or hearing conducted by any federal or state agency charged with enforcing employment discrimination laws shall be subject to discipline, up to and including termination of employment. Any employee who believes he/she has been retaliated against in violation of this policy should report violations to the Compliance Officer(s) listed in *Section 11* of this Policy in accordance with the Complaint Procedure set forth in this Policy.

Any questions regarding the scope or application of this Policy should be directed to the Compliance Officer(s) listed in *Section 11* of this Policy.

SECTION 4: POLICY ENFORCEMENT

A. Complaint Procedure for Employees

1. Notification Procedure

Prompt reporting of complaints or concerns is encouraged so that timely and constructive action can be taken before relationships become strained. Reporting of all perceived incidents of prohibited discrimination and/or harassment is encouraged and essential, regardless of the offender's identity or position. An employee or other individual who feels aggrieved because of harassment or discrimination shall contact his or her supervisor or the Compliance Officer(s) listed in *Section 11* of

this Policy, or another administrator. Likewise, anyone who witnesses or becomes aware of instances of harassment or discrimination should report such behavior to his or her supervisor or the Compliance Officer(s) listed in *Section 11* of this Policy, or another administrator. Employees should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can occur in different degrees, potential discipline for engaging in harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.

2. **Making a Complaint**

Complaints are accepted orally and in writing. All employees are encouraged to use the District's "Complaint of Alleged Discrimination" form. A copy of this form is attached to this Policy. Additional complaint forms can be obtained from the Compliance Officer(s), with no questions asked, or from the District's website. Because an accurate record of the allegedly objectionable behavior is necessary to resolve a complaint of prohibited discrimination or harassment, the District encourages employees to place complaints in writing, even if originally made orally. If an employee has any questions or difficulty filling out the complaint form, she/he can obtain assistance from the Compliance Officer(s) or the supervisor to which he/she complained. All complaints should include: the name of the complaining party, the name of the alleged offender(s), date(s) of the incident(s), description of the incident(s), names of witnesses to the incident(s) and the signature of the complaining party.

Once the complaining party has completed and dated a complaint, with or without the assistance of the District's Compliance Officer(s) or a supervisor, the written complaint, or oral complaint as the case may be, should be promptly forwarded to the District's Compliance Officer(s).

Complainants are expected to cooperate with the District's investigation procedures by providing all relevant information relating to the complaint, as are other supervisory and non-supervisory employees having relevant or related knowledge or information.

If the allegations forming the basis of a complaint of sexual harassment, if proven, would constitute prohibited conduct under Title IX, then the District's response, including the investigation procedures, will be governed by Title IX and the District's Title IX Policy.

3. **Supervisory Responsibilities**

Supervisors and administrators have a responsibility to prevent sexual harassment and discrimination. All supervisors and administrators who receive a complaint or information about suspected harassment or discrimination, observe what may be harassing behavior or for any reason suspects that harassment is occurring, are required to report such suspected harassment or discrimination to the District's Compliance Officer(s).

In addition to being subject to discipline if they engaged in discriminatory or harassing conduct themselves, supervisors and administrators will be subject to discipline for failing to report suspected harassment or otherwise knowingly allowing harassment to continue. Supervisors and administrators will also be subjected to discipline for engaging in any retaliation.

While supervisors and administrators have a responsibility to report harassment and discrimination, supervisors and administrators must be mindful of the emotional impact to the complainant as well as all parties involved. Supervisors and administrators will ensure complaints are handled with sensitivity and without retaliation.

4. **Bystander Intervention**

Any employee witnessing harassment as a bystander is encouraged to report it. The following are standard methods of bystander intervention that can be used by a witness to discrimination or harassment who wants to intervene:

- a. Interrupting harassment by engaging with the individual being harassed;
- b. Asking a third party to help intervene in harassment;
- c. Making a record of the harassment to benefit a future investigation;
- d. Following up with the harassed individual and confirming the behavior was not okay; or
- e. If safe, confronting the harasser(s) and naming the behavior as inappropriate. When confronting harassment, physically assaulting an individual or reciprocating by engaging in harassment, is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide for how to react when witnessing harassment in the workplace. As set forth above, any employee witnessing

harassment as a bystander is encouraged to report it; a supervisor or administrator who is a bystander to harassment is required to report it.

B. Time for Reporting a Complaint

Prompt reporting of all complaints is strongly encouraged. All employees should be aware that appropriate resolution of complaints and effective remedial action oftentimes is possible only when complaints are promptly filed.

C. Confidentiality and Privacy

The District shall keep complaints as confidential as is consistent with a thorough investigation, applicable collective bargaining agreements, and other laws and regulations regarding employees. To the extent complaints made under this Policy implicate criminal conduct, the District may be required by law to contact and cooperate with the appropriate law enforcement authorities. During the pendency of an investigation the District will consider implementation of appropriate mitigating measures in an effort to ensure against retaliation and ensure complaints and investigations are handled with sensitivity toward those participating.

D. Acknowledgement of Complaint

Upon receipt of an oral or written complaint, the Compliance Officer(s) should endeavor to contact promptly the complainant to confirm that the complaint has been received. If the complainant does not receive such confirmation promptly, she/he is encouraged to contact the Compliance Officer or his/her supervisor or the supervisor to whom the complaint was made to ensure its receipt. The purpose of this acknowledgment procedure is to ensure that all complaints are received by authorized individuals, carefully processed and promptly investigated.

SECTION 5: INVESTIGATION PROCEDURES

A. Timing of Investigations

The District will promptly investigate all allegations of discrimination and harassment prohibited by this Policy. The District will also attempt to complete investigations under this Policy promptly. The length of the investigation will depend upon the complexity and particular circumstances of each complaint.

B. Method of Investigation

Investigations will provide all parties due process, and reach reasonable conclusions based on the evidence collected. Investigations will be conducted by District Compliance Officer(s), District's legal counsel, and/or other impartial persons designated by the District. The primary purposes of all investigations under this Policy will be to determine:

- Did the conduct complained of occur?;
- Did the conduct complained of violate this Policy?; and
- What remedial measures or preventative steps, if any, shall be taken?

Investigations will necessarily vary from case to case and may typically include the following: fact-finding interviews, including of the accuser and the accused; document request, review and preservation, depositions, observations, or other reasonable methods. District investigators should pursue reasonable steps to investigate each complaint in a thorough and comprehensive manner. Any notes, memoranda, or other records created by District employees or agents conducting an investigation under this Policy shall be deemed confidential and privileged to the extent allowed by law.

Investigators will typically create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

- A list of all documents reviewed, along with a detailed summary of relevant documents;
- A list of names of those interviewed, along with a detailed summary of their statements;
- A timeline of events;
- A summary of prior relevant incidents, reported or unreported; and
- The basis for the decision and final resolution of the complaint, together with any remedial actions.

C. Notification to Complaining Party and the Accused Party

The results of the investigation shall be communicated in writing to both the person filing the complaint and the accused party. The District will remind the individual(s) reporting the complaint of his/her rights pursuant to the Legal Protections and External Remedies Section of this Policy.

D. Remedial Measures

This Policy is intended to prevent all forms of unlawful discrimination and harassment and put an end to any

prohibited discrimination that is found to have occurred. While disciplinary action may be appropriate in certain instances, punitive measures are not the exclusive means for responding to prohibited discrimination or harassment. During the pendency of any investigation being conducted pursuant to this Policy, remedial measures may be taken if appropriate and necessary.

Any individual who is found to have engaged in prohibited discrimination or harassment or conduct which may be prohibited by this Policy, may receive education, training, counseling, warnings, discipline, or other measures designed to prevent future violations of this Policy. Disciplinary action may include: warnings, suspension, or discharge from employment or such disciplinary action as may be permitted by applicable collective bargaining agreements and law. Any third party found to have engaged in discrimination or harassment of an employee may be barred from District property.

SECTION 6: PROHIBITION AGAINST RETALIATION AND ABUSE OF THE POLICY

Unlawful retaliation can be any action that could discourage an employee from coming forward to make a complaint or support a discrimination or harassment claim. Adverse action need not be job-related or occur in the workplace to constitute retaliation (e.g., threats of physical violence outside of work hours). Examples of retaliation may include, but are not limited to: demotion, termination, denying accommodations, reducing hours, or the assignment of less desirable shifts; publicly releasing personnel files; refusing to provide a reference or providing an unwarranted negative reference; labeling an employee as "difficult" and excluding him/her from projects to avoid "drama;" undermining an individual's immigration status; or reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Retaliation is strictly prohibited by this Policy and by law against anyone for making or encouraging another employee to make a good faith complaint of harassment or discrimination, for opposing in good faith any practices forbidden by applicable anti-discrimination laws or for filing a good faith complaint with, or otherwise participating in any manner in an internal workplace investigation or an external investigation, proceeding or hearing conducted by any federal or state agency charged with enforcing employment discrimination laws.

Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if he/she had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment or discrimination.

Complaints of retaliation should be brought directly to the Compliance Officer(s). Such complaints will be promptly investigated. If retaliation is found, the person retaliating will be subject to corrective action up to and including termination from employment, or in the case of a non-employee, an appropriate remedy up to and including termination of the business relationship.

SECTION 7: APPEALS

Any complainant or accused party who wishes to appeal the conclusion which the District reached in investigating a complaint filed under this Policy, may do so within ten (10) calendar days of receipt of the appealing party's notification of the investigation outcome. Untimely submissions shall not receive consideration. Such appeal must be made in writing to the District Board of Education. The appealing party shall be entitled to present evidence in writing as to why the conclusion was flawed, improper, or otherwise not supported by the evidence. The District's consideration and review of any such appeal shall be conducted confidentially in executive session. Following a review of that evidence, as well as the information obtained in the investigation process and conclusions derived there from, the District Board of Education, or its designee, shall render a decision. That decision shall be final. The appealing party shall be notified of the decision in writing.

Nothing set forth in the Appeal Process above shall be construed to in any way confer upon either the complainant(s) or the person(s) accused of violating this Policy any right to appeal the District's determination as to appropriate disciplinary and/or corrective action to be taken on meritorious complaints. In this regard, the District at all times retains sole discretion to determine the appropriate disciplinary and/or corrective action to be taken with regard to a meritorious complaint.

SECTION 8: RECORD KEEPING

The District shall maintain a written record of all complaints of discrimination and/or harassment for a period of at least three years. The District shall also document the steps taken with regard to investigations, as well as conclusions reached and remedial action taken, if any. The District shall also maintain these documents for, at a minimum, three years.

The District's records regarding alleged discrimination and harassment shall be maintained separate and apart from personnel records in a secure and confidential location.

SECTION 9: LEGAL PROTECTIONS AND EXTERNAL REMEDIES

Discrimination and harassment based on protected characteristics, including sexual harassment, are not only prohibited by the District but are also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the District, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment and harassment based on other protected characteristics set forth in this Policy, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the discrimination or harassment. Complaints of sexual harassment may be filed with DHR at any time **within three years** of the alleged sexual harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged harassment, including sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the District does not extend your time to file with DHR or in court. The one year or three years is counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual or other illegal harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual or other illegal harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees (in sex discrimination and sexual harassment cases only) and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on a computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide a referral to a volunteer attorney experienced in sexual harassment matters who can provide limited free assistance and counsel over the phone.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the discrimination or harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

SECTION 10: QUESTIONS

Any questions by employees of the District about this Policy or potential harassment or discrimination should be brought to the attention of one of the District's Compliance Officers. The names, addresses, and telephone numbers of the District's Compliance Officers are listed in *Section 11* of this Policy.

SECTION 11: COMPLIANCE OFFICER

<u>Maria Massaro</u>	<u>630 66th Street, Niagara Falls, NY 14304</u>
Name	Office Location
<u>(716) 286-4225</u>	<u>mmassaro@nfschools.net</u>
Telephone Number	email

In the event the Compliance Officer is the person complained of contact the Superintendent of Schools

SECTION 12: EFFECTIVE DATE AND POLICY DISSEMINATION

The effective date of this Policy, as revised, shall be _____. The District Superintendent shall ensure that this Policy is adequately disseminated and made available to all employees of the District. This Policy shall be distributed at the time of hire, and at every annual training regarding prevention of sexual harassment. In addition, copies of this Policy and Complaint Form shall be maintained in the office of each Compliance Officer as well as the District's Policy Book that is available at the _____.

Upon the effective date of this Policy, as revised, the provisions of this Policy shall supersede and replace prior District policies and regulations regarding employee discrimination and harassment.

ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT'S POLICY AGAINST DISCRIMINATION AND HARASSMENT

From:
To:
Subject:

The District is committed to a policy of protecting and safeguarding the rights and opportunities of all people to seek, obtain and hold employment without being subjected to harassment or discrimination in the workplace. It is the District's policy to provide a workplace environment free from harassment and discriminatory practices.

The District has adopted and disseminated a revised Policy Against Discrimination and Harassment. Please sign the attached acknowledgement that you have received a copy of the revised Policy, have reviewed it, and have been afforded an opportunity to ask a District Compliance Officer any questions you may have regarding the Policy. Return the signed acknowledgement to **the Human Resources Office – 630 66th Street, Niagara Falls, NY 14304.**

Thank you for your assistance in this matter. If you have any further questions regarding this Policy, feel free to contact **Maria Massaro – mmassaro@nfschools.net**

ACKNOWLEDGEMENT OF RECEIPT OF DISTRICT’S POLICY AGAINST DISCRIMINATION AND HARASSMENT

I, _____, have received the District’s Policy Against Discrimination and Harassment adopted effective _____. I have reviewed this Policy, and I have had the opportunity to ask questions regarding the Policy.

Signature of Employee

Date

7.03 3421 Title IX and Sex Discrimination

2024 3421
1 of 19

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION

Overview

The District is committed to creating and maintaining education programs and activities which are free from discrimination and harassment. This policy addresses complaints of sex discrimination, including sexual harassment, made under Title IX of the Education Amendments Act of 1972 and its implementing regulations (Title IX). It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Title IX prohibits discrimination on the basis of sex in any education program or activity operated by a district that receives federal financial assistance. As required by Title IX, the District does not discriminate on the basis of sex in its education programs and activities or when making employment decisions.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sex discrimination, including sexual harassment. The District will promptly respond to reports of sex discrimination, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections to complainants and respondents, and impose sanctions and implement remedies when warranted.

Inquiries about this policy or the application of Title IX may be directed to the District's Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Scope and Application of Policy

This policy is limited to addressing complaints of sex discrimination, including sexual harassment, that fall within the scope of Title IX which, among other things, has a specific definition of sexual harassment and applies only to sex discrimination occurring against a person in the United States. This policy applies to any individual participating in or attempting to participate in the District's education programs or activities including students and employees.

Other District policies and documents address sex-based misconduct and may have different definitions, standards of review, and grievance procedures. These documents must be read in conjunction with this policy as they may cover incidents of sex-based misconduct not addressed by Title IX.

If the allegations forming the basis of a formal complaint of sexual harassment, if proven, would constitute prohibited conduct under Title IX, then the grievance process outlined in this policy would be applied to the investigation and adjudication of all the allegations. Depending on the allegations, additional grievance procedures may apply.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The dismissal of a formal complaint of sexual harassment under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

What Constitutes Sex Discrimination Including Sexual Harassment

Title IX prohibits various types of sex discrimination including, but not limited to: sexual harassment; the failure to provide equal athletic opportunity; sex-based discrimination in a District's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy.

Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following:

- a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- c) Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- d) Dating violence, meaning violence committed by a person:
 - 1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
 - (a) The length of the relationship;
 - (b) The type of relationship;
 - (c) The frequency of interaction between the persons involved in the relationship;
- e) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

- f) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - 1. Fear for his or her safety or the safety of others; or
 - 2. Suffer substantial emotional distress.

Title IX Coordinator

The District has designated and authorized the following District employee(s) to serve as its Title IX Coordinator(s):

Maria Massaro, Administrator for Human Resources
630 – 66th Street
Niagara Falls, NY 14304
(716) 286-4225
mmassaro@nfschools.net

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the Superintendent of Schools will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

The Title IX Coordinator(s), who must be referred to as such, will coordinate the District's efforts to comply with its responsibilities under Title IX. However, the responsibilities of the Title IX Coordinator(s) may be delegated to other personnel.

Where appropriate, the Title IX Coordinator(s) may seek the assistance of the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Dignity Act Coordinator(s) (DAC(s)) in investigating, responding to, and remedying complaints of sex discrimination, including sexual harassment.

Reporting Allegations of Sex Discrimination

Any person may report sex discrimination, including sexual harassment, regardless of whether they are the alleged victim or not. Reports may be made in person, by using the contact information for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Reports of sex discrimination may also be made to any other District employee including a supervisor, building principal, or the District's CRCO. All reports of sex discrimination, including sexual

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

harassment, will be forwarded to the District's Title IX Coordinator. Reports may also be forwarded to other District employees depending on the allegations.

All District employees who witness or receive an oral or written report of sex discrimination must immediately inform the Title IX Coordinator. Failure to immediately inform the Title IX Coordinator may subject the employee to discipline up to and including termination.

Making a report of sexual harassment is not the same as filing a formal complaint of sexual harassment. A formal complaint is a document either filed by a complainant or a parent or legal guardian who has a right to act on behalf of the complainant or signed by the Title IX Coordinator which alleges sexual harassment against a respondent and requests that the District investigate the allegations. While the District must respond to all reports it receives of sexual harassment, the Title IX grievance process is only initiated with the filing of a formal complaint.

In addition to complying with this policy, District employees must comply with any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*. This includes, but is not limited to, Policy #7550 -- Dignity for All Students (DASA) which requires District employees to make an oral report promptly to the Superintendent or principal, their designee, or the DAC not later than one school day after witnessing or receiving an oral or written report of harassment, bullying, and/or discrimination of a student. Two days after making the oral report, DASA further requires that the District employee file a written report with the Superintendent or principal, their designee, or the DAC.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to the Superintendent of Schools who will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

Grievance Process for Complaints of Sex Discrimination Other than Sexual Harassment

The District will provide for the prompt and equitable resolution of reports of sex discrimination other than sexual harassment. In responding to these reports, the Title IX Coordinator will utilize, as applicable, the grievance process set forth in Policy #3420 -- Non-Discrimination and Anti-Harassment in the District and any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Grievance Process for Formal Complaints of Sexual Harassment

The District will respond to allegations of sexual harassment in a manner that is not deliberately indifferent whenever it has actual knowledge of sexual harassment in an education program or activity of the District. The District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For purposes of reports and formal complaints of sexual harassment under Title IX, education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent(s) and the context in which the sexual harassment occurred.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The District will follow a grievance process that complies with law and regulation before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

The District will conduct the grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is anticipated that, in most cases, the grievance process will be conducted within a reasonably prompt manner and follow the time frames established in this policy.

Definitions

- a) "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in this policy.
- b) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c) "Days" means business days, but excludes any weekday during which the school is closed.
- d) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the District. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by email or through an online portal provided for this purpose by the District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and must comply with the requirements of law and regulation.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- e) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- f) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

General Requirements for the Investigative and Grievance Process

During the investigation of a formal complaint and throughout the grievance process, the District will ensure that:

- a) Complainants and respondents are treated equitably. This includes applying any provisions, rules, or practices incorporated into the District's grievance process, other than those required by law or regulation, equally to both parties.
- b) All relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence. Inculpatory evidence implicates or tends to implicate an individual in a crime or wrongdoing. Exculpatory evidence frees or tends to free an individual from blame or accusation.
- c) The Title IX Coordinator, investigator, decision-maker involved in the grievance process, or any person designated by the District to facilitate any informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- d) Respondents are presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- e) The grievance process, including any appeals or informal resolutions, is concluded within a reasonably prompt time frame and that the process is only temporarily delayed or extended for good cause. Good cause includes, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. Whenever the time frame is temporarily delayed or extended, written notice will be provided to all complainants and respondents of the delay or extension and the reasons for the action.
- f) The range of possible disciplinary sanctions and remedies that may be implemented by the District following any determination regarding responsibility are described to any known party.
- g) The same standard of evidence is used to determine responsibility in all formal complaints.
- h) The procedures and permissible bases for an appeal are known to all complainants and respondents.
- i) The range of supportive measures available are known to all complainants and respondents.
- j) There is no requirement, allowance of, reliance on, or otherwise use of questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.
- k) The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties.
- l) The Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf of the District does not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so for the grievance process. If the party is not an eligible student, as defined in FERPA as a student who has reached 18 years of age or is attending a post-secondary institution, the District will obtain the voluntary, written consent of a parent.
- m) The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- n) Credibility determinations are not based on a person's status as a complainant, respondent, or witness.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- o) The ability of either party to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.
- p) The parties are provided with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for any complainant or respondent in any meeting or grievance proceeding. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- q) Written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, is provided to any party whose participation is invited or expected with sufficient time for the party to prepare to participate.
- r) The parties are provided with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely on in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- s) Any document sent to a minor or legally incompetent person is also sent to the party's parent or legal guardian.
- t) Any document sent to a party is also sent to the party's advisor, if known.

After a Report of Sexual Harassment Has Been Made

After receiving a report of sexual harassment, the Title IX Coordinator will:

- a) Promptly contact the complainant to discuss and offer supportive measures;
- b) Inform the complainant both of the range of supportive measures available and that these measures are available regardless of whether a formal complaint is filed;
- c) Consider the complainant's wishes with respect to supportive measures; and
- d) Explain to the complainant the process for filing a formal complaint.

The Title IX Coordinator may also contact the respondent to discuss and/or impose supportive measures.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Requests for confidentiality or use of anonymous reporting may limit how the District is able to respond to a report of sexual harassment.

Emergency Removal and Administrative Leave

At any point after receiving a report or formal complaint of sexual harassment, the District may immediately remove a respondent from the District's education program or activity on an emergency basis, provided that the District:

- a) Undertakes an individualized safety and risk analysis;
- b) Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
- c) Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

The District should coordinate their Title IX compliance efforts with special education staff when initiating an emergency removal of a student with a disability from an education program or activity as the removal could constitute a change of placement under the IDEA or Section 504.

The District may place a non-student employee respondent on administrative leave with or without pay during the pendency of the grievance process in accordance with law and regulation and any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Filing a Formal Complaint

A complainant may file a formal complaint with the Title IX Coordinator in person or by mail, email, or other method made available by the District. The complainant must be participating in or attempting to participate in the education program or activity of the District at the time of filing the complaint. The filing of a formal complaint initiates the grievance process.

A formal complaint must be signed by the complainant, the complainant's parent or legal guardian as appropriate, or the Title IX Coordinator. Where a parent or legal guardian signs the complaint, the parent or legal guardian does not become the complainant; rather the parent or legal guardian acts on behalf of the complainant. The Title IX Coordinator may sign the formal complaint, but his or her signature does not make him or her a complainant or a party to the complaint. If the formal complaint is signed by the Title IX Coordinator, the Title IX Coordinator is still obligated to comply with the grievance process outlined in this policy.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

The complainant, or the complainant's parent or legal guardian, must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties.

The District will not discriminate on the basis of sex in its treatment of a complainant or a respondent in responding to a formal complaint of sexual harassment.

The formal complaint form may be obtained from the District's Title IX Coordinator or found on the District's website.

Consolidation of Formal Complaints

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Written Notice of Allegations

Upon receipt of a formal complaint, the District will send all known parties written notice of:

- a) The District's grievance process, including any informal resolution process; and
- b) The allegations of sexual harassment which will:
 - 1. Provide sufficient details known at the time and sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. State that the respondent is presumed not to be responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
 - 3. Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. Inform the parties that they may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint; and

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

5. Include notice of any provision in any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about any complainant or respondent that were not included in the initial notice, the District will provide another notice of the additional allegations to the parties whose identities are known.

Investigation of a Formal Complaint

The Title IX Coordinator will oversee the District's investigation of all formal complaints. During the investigation of a formal complaint, the Title IX Coordinator or another District employee may serve as the District's investigator. The District may also outsource all or part of an investigation to appropriate third parties. The outsourcing of all or part of an investigation does not relieve the District from its obligation to comply with law and regulation.

It is anticipated that most investigations will be completed within 30 business days after receiving a formal complaint.

During the investigation of a formal complaint, the investigator will, as appropriate:

- a) Collect, review, and preserve all evidence including, but not limited to, any relevant documents, videos, electronic communications, and phone records.
- b) Interview all relevant persons including, but not limited to, any complainants, respondents, and witnesses. Interviews of complainants and respondents will be conducted separately. If a student is involved, the District will follow any applicable District policy, procedure, or other document such as the District's *Code of Conduct* regarding the questioning of students.
- c) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:
 1. A list of all documents reviewed, along with a detailed summary of relevant documents;
 2. A list of names of those interviewed, along with a detailed summary of their statements;
 3. A timeline of events; and
 4. A summary of prior relevant incidents, reported or unreported.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- d) Keep any written documentation and associated documents in a secure and confidential location.

Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the end of the investigation, an investigative report will be created that fairly summarizes all relevant evidence.

At least ten days prior to the determination regarding responsibility, the investigative report will be sent to each party and the party's advisor, if any, in an electronic format or a hard copy, for their review and written response.

Dismissal of a Formal Complaint

The District must investigate the allegations in a formal complaint. The District must dismiss a formal complaint under Title IX if the conduct alleged:

- a) Would not constitute sexual harassment even if proven;
- b) Did not occur in the District's education program or activity; or
- c) Did not occur against a person in the United States.

Further, the District may dismiss a formal complaint or any of its allegations under Title IX, if at any time during the investigation:

- a) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any of its allegations;
- b) The respondent is no longer enrolled or employed by the District; or
- c) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or any of its allegations.

Upon a dismissal of a formal complaint, the District must promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

(Continued)

2024

3421

13 of 19

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Informal Resolutions

Before reaching a determination regarding responsibility, but only after a formal complaint is filed, the District may offer and facilitate the use of an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the formal complaint.

It is anticipated that most informal resolutions will be completed within 30 business days.

The District will not require that parties participate in an informal resolution process. The District will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student. Further, the District will not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right.

If the District offers and facilitates the use of an informal resolution process, it will:

- a) Provide written notice to all known parties which details:
 - 1. The allegations in the formal complaint;
 - 2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
 - 3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and
- b) Obtain the parties' voluntary, written consent to the informal resolution process.

Determination Regarding Responsibility

The District will designate an individual decision-maker or a panel of decision-makers to issue a written determination regarding responsibility. A decision-maker can either be a District employee or, where appropriate, a third-party. They cannot be the same individual as either the Title IX Coordinator or the investigator(s).

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to:

- a) Submit written, relevant questions that a party wants asked of any party or witness within 10 business days after the parties have received the investigative report;
- b) Provide each party with the answers given by any party or witness within 10 business days of receiving the questions; and
- c) Allow for additional, limited follow-up questions and responses from each party to occur within 10 business days after the parties have received responses to their initial questions.

Questions and evidence about a complainant's sexual predisposition or prior sexual behavior will not be considered, unless the questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

The decision-maker(s) will issue a written determination regarding responsibility to the Title IX Coordinator, the Superintendent, and all parties simultaneously within 20 business days after responding to all follow-up questions.

To reach this determination, the decision-maker(s) will use the preponderance of the evidence standard which is the standard of evidence that will be applied in all formal complaints of sexual harassment. This standard is understood to mean that the party with the burden of persuasion must prove that a proposition is more probably true than false meaning a probability of truth greater than 50 %.

The written notice of the determination regarding responsibility will include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* to the facts;

Community Relations

- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District is imposing on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
- f) The District's procedures and permissible bases for the complainant and respondent to appeal.

Finality of Determination Regarding Responsibility

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination regarding responsibility for sexual harassment has been made against the respondent, remedies will be provided to a complainant and disciplinary sanctions may be imposed on a respondent. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Remedies and disciplinary sanctions will be implemented in accordance with applicable laws and regulations, as well as any District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

The Title IX Coordinator is responsible for the effective implementation of any remedies and/or disciplinary sanctions. The Title IX Coordinator will work with other individuals as necessary to effectively implement remedies and/or disciplinary sanctions.

Appeals

Either party may file an appeal from a determination regarding responsibility or from the District's dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within 10 business days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations.

An appeal may only be based upon one or more of the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c) The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The bases on which a party is seeking an appeal should be specifically stated in the party's written appeal.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

Upon receipt of an appeal, the District will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;
- b) Ensure that any decision-maker for the appeal:
 - 1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator;
 - 2. Does not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- c) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements within 10 business days
- d) Issue a written decision describing the result of the appeal and the rationale for the result; and
- e) Provide the written decision simultaneously to the Title IX Coordinator, the Superintendent, and all parties within 10 business day after receiving the parties written statements in support of, or challenging, the outcome.

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The District prohibits retaliation against any individual for the purpose of interfering with his or her Title IX rights or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under Title IX.

Charging an individual with *Code of Conduct* or other applicable violations that do not involve sex discrimination, including sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Charging an individual with a *Code of Conduct* or other applicable violation for making a materially false statement in bad faith during a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

All complaints alleging retaliation will be handled in a manner consistent with the District's policies and procedures regarding the investigation of discrimination and harassment complaints, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the District.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

Confidentiality

Except where disclosure may be permitted or required by law or regulation, the District will keep confidential the identity of any:

- a) Individual who has made a report or complaint of sex discrimination;
- b) Individual who has made a report or filed a formal complaint of sexual harassment;
- c) Complainant;
- d) Individual who has been reported to be the perpetrator of sex discrimination;
- e) Respondent; and
- f) Witness.

Training

The District will ensure that:

- a) All Title IX Coordinators, investigators, decision-makers, or persons who facilitate an informal resolution process receive training on:
 - 1. The definition of sexual harassment as defined in Title IX;
 - 2. The scope of the District's education program or activity;
 - 3. How to conduct an investigation and grievance process including appeals, and informal resolution processes, as applicable; and
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

(Continued)

Community Relations

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- b) All decision-makers receive training on any technology to be used and on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
- c) All investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- d) All District employees receive training on mandatory reporting obligations and any other responsibilities that they may have relative to Title IX.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment. Training materials will be made publicly available on the District's website.

Notification

The District will notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District of this policy.

Further, the District will prominently publish this policy and the contact information for the Title IX Coordinator(s) on its website and in other publications, including in each handbook or catalog that it makes available to the individuals and entities referenced above.

Recordkeeping

For a period of seven years, the District will retain the following:

- a) Records of each sexual harassment investigation including any:
 - 1. Determination regarding responsibility;
 - 2. Audio or audiovisual recording or transcript required under law or regulation;
 - 3. Disciplinary sanctions imposed on the respondent; and
 - 4. Remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- b) Any appeal and its result.

(Continued)

SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)

- c) Any informal resolution and its result.
- d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e) For each response to sexual harassment where the District had actual knowledge of sexual harassment in its education program or activity against a person in the United States, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

20 USC Section 1092(f)(6)(A)(v)

20 USC Section 1681, et. seq.

34 USC Section 12291(a)(8, 10, and 30)

34 CFR Part 106

Education Law Section 13

8 NYCRR Section 100.2

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District

#6121 -- Sexual Harassment in the Workplace

#7550 -- Dignity for All Students

District Code of Conduct

Adoption Date

7.04 6121 Sexual Harassment In The Workplace**2023**

6121

1 of 16

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE

Overview

The District is committed to creating and maintaining an environment which is free from harassment and discrimination. This policy addresses sexual harassment and gender discrimination in the workplace. It is intended to inform covered individuals of: their right to work in an environment that is free from sexual harassment and discrimination; what sexual harassment and discrimination look like; how they can prevent and report sexual harassment and discrimination; how they are protected from retaliation after taking action; and the general process for investigating a claim of sexual harassment and discrimination that falls under this policy. This policy is just one component of the District's overall commitment to maintaining a harassment and discrimination-free educational and work environment.

Under New York State Human Rights Law (NYSHRL), it is illegal for an employer to discriminate based on age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, status as a victim of domestic violence, or criminal history. These different identities impact an individual's perception and understanding of the world. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the process for reporting and investigating discrimination based on other protected classes is generally the same. However, the exact process may vary depending on a number of factors including, but not limited to, who is involved. Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* detail the specific process for reporting and investigating discrimination based on other protected identities.

Sexual harassment is a form of workplace discrimination that subjects individuals to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the District recognizes that discrimination can be related to or affected by other identities beyond gender.

Discrimination of any kind, including sexual harassment, is unlawful, a violation of District policy, and may subject the District to liability for the harm experienced by targets of discrimination. All individuals are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace.

Harassers may also be individually subject to liability and supervisors who fail to report or act on harassment may be liable for aiding and abetting sexual harassment and discrimination. Employees at every level who engage in harassment or discrimination, including supervisory personnel who engage in harassment or discrimination or who allow such behavior to continue, will be subject to remedial and/or disciplinary action by the District.

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sexual harassment in the workplace. The District will promptly respond to reports of sexual harassment in the workplace, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections, and impose disciplinary measures and implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Title IX Coordinator(s):

Maria Massaro
630 66th Street
Niagara Falls, NY 14304
(716) 286-4225
mmassaro@nfschools.net

Scope and Application

This policy applies to all instances of sexual harassment and gender discrimination perpetrated against a "covered individual" by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student. For purposes of this policy, a "covered individual" includes:

- a) Employees;
- b) Applicants for employment;
- c) Paid or unpaid interns; and
- d) Non-employees, which include anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract in the workplace. These non-employees include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are non-employees providing equipment repair, cleaning services, or any other service through a contract with the District.

Other District policies and documents such as regulations, procedures, collective bargaining agreements, and the District's *Code of Conduct* may address misconduct related to sexual harassment and may provide for additional, different, or more specific grievance procedures depending on a number of factors including, but not limited to, who is involved and where the alleged sexual harassment occurred. These documents must be read in conjunction with this policy.

The dismissal of a complaint under one policy or document does not preclude action under another related District policy or document.

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

What Constitutes Sexual Harassment

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating individuals differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression, and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Under NYSHRL, sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, NYSHRL specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which a covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of District policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts.

Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- a) The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. The impacted individual does not need to be the intended target of the sexual harassment;
- b) Employment depends implicitly or explicitly on accepting such unwelcome behavior; or

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of the behavior. These decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- a) Hostile work environment which includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- b) Quid pro quo harassment which occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment.

Any covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

Examples of Sexual Harassment

The following describes some actions that may constitute unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive. Any covered individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- a) Physical acts of a sexual nature, such as:
 - 1. Touching, pinching, patting, kissing, hugging, grabbing, brushing against another individual's body, or poking another individual's body; or
 - 2. Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy.
- b) Unwanted sexual comments, advances, or propositions, such as:
 - 1. Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

2. Subtle or obvious pressure for unwelcome sexual activities; or
 3. Repeated requests for dates or romantic gestures, including gift-giving.
- c) Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- d) Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
1. Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 2. Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- e) Sexual or discriminatory displays or publications anywhere in the workplace, such as:
1. Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 2. This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- f) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
1. Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 2. Sabotaging an individual's work;
 3. Bullying, yelling, or name-calling;
 4. Intentional misuse of an individual's preferred pronouns; or

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

5. Creating different expectations for individuals based on their perceived identities:
 - (a) Dress codes that place more emphasis on women's attire;
 - (b) Leaving parents/caregivers out of meetings.

Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. This policy applies to all instances of sexual harassment perpetrated against a "covered individual" by anyone in the workplace, including a co-worker, supervisor, or third-party such as a non-employee, paid or unpaid intern, vendor, building security, visitor, volunteer, parent, or student.

Sexual harassment does not happen in a vacuum and discrimination experienced by an individual can be impacted by biases and identities beyond an individual's gender. For example:

- a) Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- b) An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- c) Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. Sexual harassment can occur on school property and at school functions which, for purposes of this policy, means a school-sponsored or school-authorized extracurricular event or activity regardless of where the event or activity takes place, including any event or activity that may take place virtually or in another state. It can occur while covered individuals are traveling for District business or at District or industry-sponsored events or parties. Calls, texts, emails, and social media usage by covered individuals can constitute unlawful workplace harassment, even if they occur away from school property, on personal devices, or during non-work hours. Accordingly, conduct or incidents of sexual harassment that create or foreseeably create a disruption within the District may be subject to this policy in certain circumstances.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Sexual harassment can occur when covered individuals are working remotely. Any behaviors outlined above that leave a covered individual feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the covered individual is working remotely when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. Adverse actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- a) Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- b) Publicly releasing personnel files;
- c) Refusing to provide a reference or providing an unwarranted negative reference;
- d) Labeling an employee as "difficult" and excluding them from projects to avoid "drama";
- e) Undermining an individual's immigration status; or
- f) Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

Retaliation is unlawful under federal, state, and (where applicable) local law. The NYSHRL protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- a) Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- b) Testified or assisted in a proceeding involving sexual harassment or discrimination under the NYSHRL or any other anti-discrimination law;

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) Opposed sexual harassment or discrimination by making a verbal or informal complaint, or by simply informing a supervisor, building principal, other administrator, or the CRCO of suspected harassment;
- d) Reported that a covered individual has been sexually harassed or discriminated against; or
- e) Encouraged a covered individual to report harassment.

The District prohibits all retaliation. Any individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment or discrimination if they believe it has occurred. Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of sexual harassment or discrimination.

Any District employee who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All covered individuals who believe they have been subject to retaliation should inform a supervisor, building principal, other administrator, or the CRCO.

All employees and covered individuals who believe they have been a target of retaliation may also seek relief from government agencies, as explained in this policy.

Reporting Allegations of Sexual Harassment

Anyone who experiences, witnesses, or becomes aware of potential instances of sexual harassment is encouraged to report the behavior to a supervisor, building principal, other administrator, or the CRCO. Covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough or conversely because they do not want to see someone fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and could include education counseling, suspension, or termination.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is posted on the District's website if a covered individual would like to use it, but the complaint form is not required. Individuals who are reporting sexual harassment on behalf of another individual may use the complaint form and note that it is being submitted on another individual's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another individual is also acceptable.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

Reports may be made to a CRCO in person, by using the contact information for a CRCO, or by any other means that results in a CRCO receiving the person's verbal or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for a CRCO.

Reports of sexual harassment may also be made to any other District employee including a supervisor or building principal. All reports of discrimination and/or harassment must be immediately forwarded to the CRCO. Reports may also be forwarded to other District employees depending on the allegations.

District employees must comply with reporting requirements in any other applicable District policy or document.

Covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained in this policy.

Supervisory Responsibilities

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors, building principals, other administrators, and the CRCOs have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. All supervisors, building principals, and other administrators who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report the suspected sexual harassment to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Supervisors, building principals, and other administrators should not be passive and wait for a covered individual to make a claim of harassment. If they observe such behavior, they must act.

Supervisors, building principals, and other administrators can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors, building principals, and other administrators, can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

While supervisors, building principals, and other administrators have a responsibility to report harassment and discrimination, they must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors, building principals, and other administrators must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any individual witnessing harassment as a bystander is encouraged to report it. A supervisor, building principal, or other administrator that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

- a) A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
- b) A bystander who feels unsafe interrupting on their own can ask a third-party to help intervene in the harassment;
- c) A bystander can record or take notes on the harassment incident to benefit a future investigation;
- d) A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
- e) If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace.

Grievance Process for Complaints of Sexual Harassment in the Workplace

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, equitable, and started and completed as soon as possible. Investigations will be kept confidential to the extent possible. Disclosure may, however, be necessary to complete a thorough investigation of the charges and/or notify law enforcement officials. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

The CRCO will generally oversee the District's investigation of all complaints of discrimination and/or harassment. In the event an anonymous complaint is filed, the District will respond to the extent possible.

District employees may be required to cooperate as needed in an investigation of suspected sexual harassment. The District recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize a covered individual. Individuals receiving claims and leading investigations will handle complaints and questions with sensitivity toward participants.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, the CRCO:

- a) Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate.

If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

- b) Will investigate all complaints of sexual harassment regardless of how those complaints are reported and treat all complaints with equal priority. For verbal complaints, the individual will be encouraged to complete, in writing, the complaint form. If the individual reporting prefers not to fill out the complaint form, a complaint form or equivalent documentation based on the verbal reporting will be prepared. The individual reporting the harassment will be provided a copy of the completed complaint form.
- c) Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails, or phone records that may be relevant to the investigation. The CRCO will consider and implement appropriate document request, review, and preservation measures, including for electronic communications.
- d) Will seek to interview all parties involved, including any relevant witnesses. If a student is involved, the District will follow all applicable District policies and procedures regarding questioning students.
- e) Will create written documentation of the investigation (such as a letter, memo, or email), which contains the following:

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

1. A list of all documents reviewed, along with a detailed summary of relevant documents;
 2. A list of names of those interviewed, along with a detailed summary of their statements;
 3. A timeline of events;
 4. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 5. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- f) Will keep the written documentation and associated documents in a secure and confidential location.
- g) Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document. Any corrective action taken will be in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.
- h) Will inform the individual(s) who reported the harassment of the right to file a complaint or charge externally as outlined in this policy.

Other District policies and documents address sexual harassment. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

Annual Training

The District will provide a sexual harassment prevention training program to all employees on an annual basis. The training will be interactive and will include:

- a) An explanation of sexual harassment consistent with guidance issued by the Department of Labor in consultation with the Division of Human Rights;
- b) Examples of conduct that would constitute unlawful sexual harassment;

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)

- c) Information concerning the federal and state statutory provisions concerning sexual harassment and remedies available to victims of sexual harassment;
- d) Information concerning employees' rights of redress and all available forums for adjudicating complaints; and
- e) Information addressing conduct by supervisors and any additional responsibilities for such supervisors.

Notification

The District will provide this policy to all employees in-person or digitally through email upon hiring and will be posted prominently in all work locations. In addition to sending the policy through email, this policy will also be available on the District's website.

At the time of hiring and at every annual sexual harassment prevention training program, the District will provide each employee a notice containing this policy and the information presented at the District's sexual harassment prevention training program.

This notice will be provided in English and in the language identified by the employee as their primary language, provided that the New York State Department of Labor Commissioner has published a template of the model materials in that language.

The notice will be delivered in writing, either in print or digitally. The notice will either link to or include, as an attachment or printed copy, the policy and training materials.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the District, but it is also prohibited by state, federal, and, where applicable, local law.

The District's internal process outlined in the policy above is one way for covered individuals to report sexual harassment. Covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, covered individuals may also seek the legal advice of an attorney.

In addition to those outlined below, individuals may have other legal protections.

(Continued)

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)New York State Division of Human Rights (NYSDHR)

The NYSHRL, NY Executive Law, Art. 15, Section 290 et seq., applies to all employers in New York State and protects covered individuals, regardless of immigration status. A complaint alleging violation of the NYSHRL may be filed either with the NYSDHR or in New York State Supreme Court.

Complaints of sexual harassment filed with NYSDHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with NYSDHR, they can bring a lawsuit directly in state court under the NYSHRL, **within three years** of the alleged sexual harassment. An individual may not file with NYSDHR if they have already filed a NYSHRL complaint in state court.

Complaining internally to the District does not extend the time to file with NYSDHR or in court. The three years are counted from the date of the most recent incident of harassment.

Individuals do not need an attorney to file a complaint with NYSDHR, and there is no cost to file with NYSDHR.

NYSDHR will investigate the complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, NYSDHR has the power to award relief. Relief varies, but it may include requiring the employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

NYSDHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. Individuals may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with NYSDHR. The website has a digital complaint process that can be completed on a computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to NYSDHR. The website also contains contact information for NYSDHR's regional offices across New York State.

Call the NYSDHR sexual harassment hotline at **1-800-HARASS-3 (1-800-427-2773)** for more information about filing a sexual harassment complaint. This hotline can also provide a referral to a volunteer attorney experienced in sexual harassment matters who can provide limited free assistance and counsel over the phone.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 USC Section 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 calendar days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

Individuals may obtain relief in mediation, settlement, or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov, or via email at info@eeoc.gov. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

If an individual filed an administrative complaint with the NYSDHR, then NYSDHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

Title IX

Title IX of the Education Amendments Act of 1972 prohibits discrimination on the basis of sex in education programs and activities that receive federal financial assistance. The United States Department of Education's Office for Civil Rights (OCR) enforces Title IX of the Education Amendments Act of 1972.

For more information about how to file a complaint, contact OCR at 800-421-3481 (TDD 800-877-8339) or visit: <https://www2.ed.gov/about/offices/list/ocr/docs/howto.html>. The website contains information about filing the complaint online, by mail, or by email.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city, or town in which they live to find out if a law exists.

(Continued)

Personnel

SUBJECT: SEXUAL HARASSMENT IN THE WORKPLACE (Cont'd.)Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

Title VII of the Civil Rights Act of 1964, 42 USC Section 2000e et seq.
Title IX of the Education Amendments Act of 1972, 20 USC Section 1681 et seq.
29 CFR Section 1604.11(a)
34 CFR Subtitle B, Chapter I
Civil Service Law Section 75-b
New York State Human Rights Law, Executive Law Section 290 et seq.
Labor Law Sections 201-g and 740

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District

#3421 -- Title IX and Sex Discrimination

#6122 -- Employee Grievances

#7551 -- Sexual Harassment of Students

Adoption Date

Information and Reports**Public Comment on Non-Agenda Items**

Ronald E. Cunningham, 1616 15th Street, working as a contracted truancy officer – supports the idea of raising the compulsory education age limit; spoke about the need to engage parents; congratulated Mr. Laurie on receiving the Excellence in Education Award from DATAG; recommends greater outreach to parents.

Gloria Dolson: 1502 Ontario. Thanked NFHS administration and Mr. Wojton for supporting the Men Standing Strong Together (MSST) Community Day. She reviewed upcoming MSST activities and congratulated Mr. Laurie.

Felix Gibbs: 2113 Ferry Ave. Deacon and member of MSST. Spoke on the need to teach chess, which will impart valuable life skills regarding decision-making and patience.

Christopher Hopper: Amherst 135 Plantation Dr. East Spoke on his daughter's experience at 79th Street School. He has joint custody of his daughter parent and has concerns. He seeks resolution. Mr. Laurie is familiar with the situation and will contact Mr. Hopper in coming days.

Superintendent's Report

1. Thanked speakers. Noted that the District does have a chess club at NFHS, but he is interested in pursuing this as an after-school club in other schools. NFHS Chess Team finished second in WNY.
2. Last Saturday Mr. Laurie joined the MSST community meeting, at which 60 community members were present and respectfully discussed the "clean slate" bill before the Governor.
3. The school year continues to go well; kudos to the staff, students, and parents of Gaskill Prep School on the strict no cell phone policy they instituted. Since September, there have been only four violations. This has promoted more discussions and interaction among students. Regarding NFHS, meetings are taking place with Villa Maria College to create an articulation agreement for college credits. There are currently 45 courses offered at NFHS for college credit, yesterday Stanford University also became a partner. Through this agreement, 15 black and brown boys are studying Artificial Intelligence through Stanford University.
4. Thanked Board for its support.

Board Members Report and Comments

Various Board members commended staff and the Superintendent on a successful opening of schools; commented that more schools should take away cell phones; congratulated graduates; and thanked speakers for their thoughts. Mr. Paretto suggested Section VI officials should participate in partnerships such as the NT/NFCSD partnership to get to know our community better and dispel misconceptions about our community and students.

10. Adjournment

10.01 Meeting Adjourned at 7:xx p.m. on a motion by Mr. X seconded by Mr. in memory of the following, recently deceased persons:

1. Annie West, mother of Dorothy Brundidge, grandmother of Shereta Flourney.
2. Cynthia L. Budge, retired teacher and librarian.
3. Elizabeth 'Beth' A. Castiglione, former library associate.
4. Alice DiNardo, mother of Karen Waugaman, grandmother of Victoria Waugaman.
5. John Hartman, father of Sunnie Ventry father-in-law of Ed Ventry.
6. Mark Kudela, cousin of Paul Kudela and Terence Pratt.
7. Constance M. "Connie" MacKay, retired music teacher.
8. Joyce Steed-Burnett, sister of Owen Steed, aunt of Owen Steed Jr.
9. Walter Weiss, father of Daniel Weiss, NFT President

Meeting adjourned on a motion by Mr. Bilson, seconded by Mr Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Adjourned.

Respectfully submitted,
Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: October 12, 2023

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 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)

Mr. Rotella presented on Community Schools. Because many of our high school students face mental health concerns, difficulties with new settings and change sometimes resulting in conflicts with others, and the need for flexibility due to dealing with situations at homes, the District desires to offer supports to these students.

A remote learning option is available, and some students are very successful with this model, while others continue to need more support. Community Schools will provide in-person remote learning support close to students' homes that are accessible during the day. They will provide linkage to support services, meals, and access to community service and learning opportunities.

Initially planned is academic support that includes one teacher and one safety officer, who will work across multiple sites throughout the week. Over time, the District will add a teaching assistant and an additional safety officer at each site to allow those locations to be open every day of the week. Social work and mental health support will be provided by current NFHS staff. Two sites have made a commitment to partner, including Christ Redemption Tabernacle and Fresh Start Ministries.

A review of the agenda was held.

Tuesday, November 7 is professional development and voting day. One proposal on the ballot is to raise the debt limit from 5 to 10% for small city school districts. If it passes it will benefit our District.

Thanks to NFHS and NT District; two mutual events have taken place. Ms. Sullivan has been a great volunteer in these events. Thanks to Mr. Allah for guiding a tour at the Underground Railroad.

Elementary Mile Run took place today; Mr. Forcucci and Mr. Frame led the event.

Extended best thoughts to Israel and all affected by recent terrorist events, and Ukraine.

Mr. Bass thanked the District for hosting the NFFD v NFPD football game, which the NFFD won.

At 6:26 p.m. the Board entered Executive Session on a motion by Mr. Vilardo seconded by Mr. Bilson for the purpose of discussing 3 instances of the demotion or removal of person(s); ongoing litigation related to the CVA; one instance of the possible promotion of an individual. All in favor.

At 7:48 p.m. the Board exited Executive Session on a motion by Mr. Vilardo seconded by Mrs. Dunn. All in favor.

DATE: October 19, 2023

KIND OF MEETING: **Agenda Review Session**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo *remote

MEMBERS ABSENT: None.

Drescher & Malecki's Mr. Trottier and Mr. Montalbo presented their findings of the external audit. The audit report was clean; there were no findings and is no Corrective Action Plan report needed. The carryover will be \$7,260,169. The District has maximized its unrestricted fund balance and has nearly funded Workers Compensation to the actuarial highest confidence level. The cafeteria balance has been right-sized. Total reserves will be in excess of \$45 million. This is the best audit the District has ever had. Staff was cooperative with auditors.

Financial Trends: State aid has been favorable, which is beneficial.

Internal Claims Auditors reviewed \$10 million in July and August and found one claim for \$97.

There have been no material finding in two years; all time high in staff; there are 1452 staff members. District has settled all labor contracts through 2028. Fund balance exceeds any the District has ever had.

Mr. Laurrie recognized Mrs. Holody for her leadership. A \$20 million audit is underway currently. Five auditors from the NY State Department of Audit Services are in the District through next week auditing CRSSA, ESSER and CARES Act pandemic money and spending.

Capital Project Update - Mr. Smeal Mr. Miceli and Mr. Lowe and reported the following projects under way: At the Community Education Center relative to District Archives: Fire Suppression System Installation is in process, with an estimated completion date after November 10, 2023.

At Bloneva Bond Primary School the boiler plant replacement is in process, with an estimated completion date of November 3, 2023.

At Henry J. Kalfas, the replacement of the HVAC heat pump system is ongoing with an estimated completion date of July 2024.

At Niagara Falls High School, the chiller plant and cooling tower are on site; the chillers will ship on October 27. The estimated completion date is March 1, 2024.

Mr. DalPorto reported on tomorrow's NFHS active shooter drill at noon. Many police agencies will be present. Students will not be in the building, as it is Homecoming Day. Eight police departments (troopers, sheriff, park police and others), fire department and AMR ambulance service. Intruder simulation will take place. Thanks to all partners for participating. Upon completion, such a drill will have been held at each level: elementary, prep, and high school. Mr. DalPorto thinks the District is among the most prepared in the country in terms of weapons detection and general preparation regarding safety.

A review of the agenda was held.

DATE: October 19, 2023

KIND OF MEETING: **Regular Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi*, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: None.

Letters and Communications (SG4)

Oral Communications - Public Comment on Agenda Items

Written Communications (SG4) – A letter of thanks was received from Scott MacKay.

Recommended Actions from the Superintendent of Schools - Routine Matters

On a motion by Mr. Bilson seconded by Mr. Vilardo, the minutes and the Budget Transfer were approved.

Minutes – September, 2023

Approval of Budget Transfer - #3 (SG3)

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

Mr. Paretto for approval of the following bids . Mr. Cancemi seconded the motion.
Approval of the following Bids: [\(SG3\)](#)

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Treasurer's Report – September Received & filed. [\(SG3\)](#)
Budget Status Report – September Received & filed. [\(SG3\)](#)

Mr. Vilardo moved to include the addendum to the certificated report. Mr. Bilson seconded the motion.

Personnel Report – Addendum to Certificated [\(SG2\)](#)

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Bass for approval of the certificated report. Mr. Bilson seconded the motion.
Personnel Report - Certificated [\(SG2\)](#)

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Paretto moved for approval of the classified report. Mr. Bilson seconded the motion.

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Bilson moved for approval of the CSE & CPSE reports. Mr. Cancemi seconded the motion.

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

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Bilson moved for approval of the Short Term Contracts. Mr. Cancemi seconded the motion.

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

1. Niagara Falls Convention Center NFHS Prom 2024 \$12,000.00 A 2110 400 045 2280 June 21, 2024
2. Kimberly Gingrich Bi-lingual Evaluation \$2,200.00/per eval F2250.404.098.0724 June 2023
3. Father and Son Center Judah Deliverance Ministries Mentoring Gaskill Prep students \$20,000.00 F2110.404.098.5022 School Year 2023-2024 16 weeks
4. Anne Kent Kwasniewski TRC – 6 Online Book Studies \$1,600.00 F2070.404.045.8124 October 16 – December 8, 2023
5. Community Health Center of Niagara Schools in the Community \$5,000 A 2110 400 045 2280 October, 2023 – June 2024
6. Fresh Start Ministries Schools in the Community \$5,000 A 2110 400 045 2280 October, 2023 – June 2024
7. Christ Redemption Tabernacle \$5,000 A 2110 400 045 2280 October, 2023 – June 2024
8. Buffalo Speech and Hearing Speech/Language/Auditory Evaluation \$115/hr. F2250.404.098.0724 1 day TBD
9. Kindermusik International Workshop Harry F. Abate School \$3,800 F2110.404.098.5022 November 7, 2023
10. Dan Cappellazzo Alumni Posters \$5,976 A1480.400.007 November 2023

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.

Mr. Paretto moved for approval of the report from Head Start/Early Head Start. Mr. Bilson seconded the motion. [\(SG1\)](#)

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.

6. New Business

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

6.01 Acceptance of the 2022-2023 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 accepts the 2022-2023 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).

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.

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

6.02 Approval to Bind Cyber Security Insurance with Coalition Insurance Solutions, Inc. through Wright Risk Management and New York State Insurance Reciprocal ("NYSIR"), as Proposed, for the Dollar Amount Of \$34,395.36, for the Period October 1, 2023 to September 30, 2024 [\(SG 3\)](#)

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 an additional one million dollars of 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 one million dollars of Cyber Security insurance with Coalition Insurance Solutions, Inc. through Wright Risk Management, as proposed, for the dollar amount of \$34,395.36 for the period October 1, 2023 to September 30, 2024; and be it further

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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

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

6.03 Agreement for Professional Services Between The City School District of The City of Niagara Falls and Compassionate Care of Niagara, Inc., for 2023–2024 School Year [\(SG 1\)](#)

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 Compassionate Care of Niagara, 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 September 18, 2023 and ending June 30, 2023; therefore, be it

RESOLVED, That the Board hereby approves the Agreement attached hereto with Compassionate Care of Niagara, 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 September 18, 2023 and ending June 30, 2024; 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 19th day of October 2023, to the Agreement for transportation services made between Compassionate Care of Niagara, Inc., 755 Dorwood Park, Ransomville, NY 14131 and, City School District Of The City Of Niagara Falls, 630 66th Street, Niagara Falls, New York 14304 dated October 19, 2023.

It is agreed to by both parties that the Agreement dated October 19, 2023, will include the following:

Description

- Compassionate Care of Niagara, Inc. agrees to provide door to door transportation services to Niagara Falls students to an in-district or out of district program.
- The cost for Compassionate Care of Niagara, Inc. will be a flat rate of \$2.50 for pick up and a flat rate of \$2.50 for drop off. For each mile transported to and from the location, the cost will be \$3.00 per mile.

City School District Of The City

Compassionate Care of Niagara, Inc.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

6.04 Approval of Contract for Professional Consulting Services between The City School District of The City Of Niagara Falls and HOGHOL (Formerly F-Bites) for Additional Services at Niagara Falls High School (November 1, 2023 – June 30, 2024) [\(SG 1\)](#)

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 2022-2023 school year and the program was a tremendous success; and

WHEREAS, District administration has negotiated a new Contract with HOGHOL for three (3) hours of additional staffing at Niagara Falls High School Students at a cost not to exceed \$8,000 for the period effective November 1, 2023 – June 30, 2024.

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 \$8,000 for the period November 1, 2023 through June 30, 2024, 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
HOGHOL**

THIS CONTRACT, made this 19th day of October 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 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 2023-2024 school year, including:

- a) Culinary and life skills weekly programming for High School students including the cost of food and beverage
- b) Additional staffing for three (3) hours per day at Niagara Falls High School
- c) Collaboration with school administration as needed

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 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 weekly services of three (3) additional hours per day at Niagara Falls High School for a sum not to exceed \$8,000 to be paid monthly on the last date of each month in the amount of \$1,000 for the months of November – June 2024. 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 November 1, 2023 to June 30, 2024, 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 SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

6.05 Approval of Contract for Professional Services between The City School District of The City of Niagara Falls and Game on Entertainment for The 2023-2024 School Year (October 20, 2023 – June 30, 2024) (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 previously in the after-school program at LaSalle Preparatory and Gaskill Preparatory Schools; and

WHEREAS, The District wishes to enter into Contract with Game on Entertainment to provide youth mentoring to students and introduce them to E-Sports for the 2023-2024 School Year; and

WHEREAS, District Administration has negotiated a new Contract with Game on Entertainment to provide such services four (4) hours per week for thirty (30) weeks at a cost not to exceed \$12,000 for period effective 10-20-2023 and to terminate 6-30-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Game on Entertainment for the 2023-2024 School Year through the 21st Century Preparatory Grant and Student Mental Health Supports Grant at a sum not to exceed \$12,000 for the period October 20, 2023 through June 30, 2024, 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 19th day of October 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 Game on Entertainment, 637 60th Street, Niagara Falls, NY 14304.

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 to improve confidence and social emotional well-being through computer programming
- Teaching of electronic gaming and the use of coding to students
- Four (4) hours per week for 30 weeks at Harry F. Abate Elementary, Hyde Park Elementary, and LaSalle 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 weekly services of four (4) hours per week at Harry F Abate Elementary, Hyde Park Elementary, and LaSalle Preparatory School hereunder a sum not to exceed \$12,000 paid in four (4) equal installments of \$3,000 on December 15, 2023, February 15, 2024, April 30, 2024, and June 30, 2024. 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 20, 2023 to June 30, 2024, 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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

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

6.06 Approval of Contract for Consultation Services between The City School District of The City of Niagara Falls, New York and Tell Consulting for the 2023-2024 School Year (October 20, 2023 – June 30, 2024) [\(SG 1\)](#)

WHEREAS, The Family And Community Engagement and Student Mental Health Supports 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 Family And Community Engagement and Student Mental Health Supports Grants to staff, and to contract with TELL Consulting to continue trainings on culturally responsive practices in classrooms; and

WHEREAS, The Administration negotiated a Contract with TELL Consulting to provide consultation and instructional materials to staff members - not to exceed an agreed upon fee of \$7,000, payable in the amount of \$3,500 after completion of each full day training; and

WHEREAS, The Contract shall be effective for a term commencing October 20, 2023 and ending June 30, 2024; 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 the 2023/24 School Year; and further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

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 19th day of October 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 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 regarding implementation for the 2023/24 School Year 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
- b) Instructional resources for teaching English Language Learners
- c) Assist 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 \$7,000 for two (2) full day staff trainings, payable in the amount of \$3,500 after the completion of each full day training to the order of TELL Consulting. Staff members shall be provided all instructional resources at each professional development and access to any needed digital materials. Invoices shall be submitted by TELL Consulting after completion of each full day training. 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 \$7,000. Payment checks payable to the order of TELL Consulting shall be in two payments of \$3,500. The first payment of \$3,500 will be after completion of one full day of professional development. The second payment of \$3,500 will be after completion of the second full day professional development and before June 30, 2024.

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 October 20, 2023 to June 30, 2024, 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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

**Nays: None
Approved.**

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

6.07 Approval of Contract for Purchased Services Between The City School District of The City of Niagara Falls, New York and Everyday Labs, Inc., for Attendance Intervention Services from October 20, 2023 – August 31, 2024 [\(SG 1\)](#)

WHEREAS, the District requires support and guidance for attendance data gathering, messaging to families and professional development; and

WHEREAS, The District wishes to retain Everyday Labs, Inc, an ESSA-approved outside provider of attendance data and aligned interventions; and

WHEREAS The Contract will be for a term commencing October 20, 2023, and terminating August 31, 2024 for an amount not to exceed \$40,000.00 for services to be performed; therefore, be it

RESOLVED, That the Board of Education hereby approves the Contract with EveryDay Labs, Inc., a copy of which is hereto attached which provides, among other things, for a term commencing October 20, 2023 and terminating August 31, 2024 for an amount not to exceed \$40,000.00; 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 19th day of October, 2023, 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 EveryDay Labs, Inc., 303 Twin Dolphin Drive, Suite 600 Redwood City, CA 94065 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 services regarding student attendance intervention planning and implementation, 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 attendance intervention planning and implementation, which services shall include, without limitation, the following:

- a) Student Attendance tracking and reporting
- b) Family Communication via text message, email and letter
- c) Actionable reporting
- d) Staff development regarding student attendance improvement

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 EveryDay Labs, Inc., a sum not to exceed \$40,000.00 provided the services have been completed, payable in three installments as follows: EveryDay Labs, Inc., shall invoice the District for products and services rendered, on or about the following dates: November 15, 2023, not to exceed \$15,000, February 1, 2024, not to exceed \$15,000.00, May 1, 2024, not to exceed \$10,000.00. 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, EveryDay Labs, Inc.

5. Indemnification and Insurance. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the First Party, it's agents, servants and/or employees

The Second Party shall maintain general liability insurance in amounts acceptable to the First Party. All policies shall name the First Party as an additional part insured. The Second Party is responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law.

Certificates of insurance shall be filed with the First Party prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the First Party.

6. Term of Contract. This Contract shall be effective from 10/20/23 through 8/31/24, 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 W ITNESS W HEREOF, the parties have executed this Agreement on the date and year first above written.

CONSULTANT CITY SCHOOL DISTRICT OF THE CITY
**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

6.08 Approval of Payment No. 3 to DV Brown & Associates, Inc. for HVAC Work for Phase I of The American Rescue Plan (ARP) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement

Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$385,700.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$19,285.00; and

WHEREAS, The amount of payment the District will issue shall be \$385,700.00 less the required 5% retainage (\$19,285.00) as outlined in the contract, \$366,415.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$366,415.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

6.09 Approval of Payment No. 3 to Cir Electrical Construction Corp. for Electrical Improvements in HVAC Equipment for Phase I of The American Rescue Plan (ARP) Capital Improvement Project (CIP) [\(SG 3\)](#)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$24,285.74; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,214.29; and

WHEREAS, The amount of payment the District will issue shall be \$24,285.74 less the required 5% retainage (\$1,214.29) as outlined in the contract, \$23,071.45; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it Lawrence Labor RESOLVED, That the Board of Education approves the payment of \$23,071.45 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

Information and Reports

Public Comment on Non-Agenda Items

Deborah Hicks 3820 DeVeaux St. – commends Board on negotiating contracts and on infrastructure of schools, graduation rate. However she is concerned about the literacy rate among some children. She would like to see smaller class sizes at elementary schools and more teachers of color.

Lawrence Blaber 625 38th Street requested longitudinal information on AIMS web scores by schools and grades and asked if students involved would have counseling available after the active shooter drill.

Barbara Rodgers – 1408 97th Street - spoke on the conditions at two properties proximate to GJ Mann School and her home. She contends a private home owner is running a business out of his home, for which the neighborhood is not zoned. She contends items on the property present a hazard to students attending GJ Mann. She has addressed City Council as well.

Superintendent's Report

1. Thanked speakers, especially Ms. Hicks who has participated in all North Tonawanda activities for two years. Mr. Blaber's remarks are appreciated and is he well-informed. Ms. Rodgers' passion is appreciated.
2. On Tuesday the District received the NYS Department of Labor Teacher Residency grant with Niagara University. This is a \$740,600 award that will allow a cohort of 24 individuals transitioning to teaching from another bachelor's degree field to join the field of education. These individuals will spend one year in a school, can serve as a building-based substitutes for the non-certified rate, receive a learning experience from a mentor, have tuition relief and ultimately and hopefully join our district.
3. Thank you to all who attended and participated in the ENL celebration at Kalfas last evening. One hundred fifteen ENL families attended.

4. Congratulated Ms. Manella on her promotion to Principal; she is extremely well-versed in her field and will be an asset to Cataract Elementary School.
5. Nov. 7 Superintendent's Conference Day and is a general election voting day. Included is a proposition related to small city school districts to raise debt level from 5% to 10%.
6. NFHS presents a production of *Ann Frank* November 2 -4.
7. Larry Bell's estate is donating artwork to the District. Mr. Lynch will assist.
8. Tomorrow CEC closet will have its grand opening, assisting McKinney Vento families.
9. Randy Willet, an associate, performed the Heimlich Maneuver on a student at Gaskill Prep.
10. Wednesday October 25 Hyde Park Buffalo Bills alumni Stevie Johnson and Ryan Fitzpatrick coming. Feedmore , Wegmans and Amazon will put on a special assembly for Hyde Park School. This will occur in the afternoon and footage of the assembly will be shown the next day during the Bills Thursday night game against Tampa Bay on Amazon Prime.
11. Guardian Angel of the Year was Frank Coney, congratulations to him.

Board Members Report and Comments

Various Board members congratulated Ms. Manella on her promotion, were pleased with the audit report, and welcomed Mr. Cancemi back to the Board after his recent illness.

Mrs. Dunn gave a brief report of the NYSSBA delegate meeting.

Mr. Cancemi thanked all for their thoughts during his recent illness, commended staff and the Superintendent on the award he will receive Saturday night from the Niagara Organizing Alliance for Hope.

10. Adjournment

10.01 Meeting Adjourned at 7:45p.m. on a motion by Mr. Vilardo seconded by Mr. Bass in memory of the following, recently deceased persons:

Meeting adjourned on a motion by Mr. Bilson, seconded by Mr Paretto.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Adjourned.

Respectfully submitted,
Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: November 9, 2023

KIND OF MEETING: **Review**

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:39 p.m.

MEMBERS PRESENT: **Mr. Bass*, Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo** *Remote

MEMBERS ABSENT: **Mr. Capizzi (excused)**

A review of the agenda was held.

Mr. Laurrie made the following comments:

Three NFHS softball players signed letters of intent today: Isabel Maynard (Ithaca), Ava White (St. Peter) Amelia Marra (Edinborough).

Winter sports start Monday; eight of the fall teams are Scholar/Athlete teams.

The NFHS drama students had an outstanding performance of The Diary of Anne Frank.

Junior Evan DalPorto's short film premiered at the Big Apple Film Festival in NYC.

Thanks to voters, Proposition 1 passed in the general election. The proposition amends the state constitution by removing the current 5% debt limit that the state's 57 small city school districts are restricted by, in order to match the 10% figure that all other rural and suburban districts operate under.

Today concludes the first ten weeks of school.

Congratulations to Mr. Granieri and Mr. Carella on the successful roll out of Cleartouch Boards and to David St. Onge, Ed Maynard, Wes Slusser, and Tommy Chandler, who completed their advanced level training certificates in teaching and technical support for Clear Touch Boards.

The Board entered Executive Session at 6:04 p.m. on a motion by Mr. Vilardo, seconded by Mr. Bilson for the purpose of discussing the possible demotion, discipline, or removal of four individuals and continuing litigation matters related to the Child Victims Act. All in favor.

The Board exited executive session at 7:21 p.m. on a motion by Mr. Bilson, seconded by Mr. Vilardo. All in favor.

DATE: November 16, 2023

KIND OF MEETING: **Agenda Review Session**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:36 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: Mr. Bilson (excused)

ZERO EYES

The Board heard a virtual presentation by Mr. Handell on Zero Eyes, which is an artificial intelligence-driven, proactive, human-verified, visual gun detection and situational awareness software that integrates into existing digital security cameras to stop mass shootings and gun-related violence. The company works in conjunction with District security experts, school resource officers, and local law enforcement to implement the best protection from parking lots to entrances, exits, hallways, stairwells, and other areas monitored by security cameras. It “finds” weapons and reports them to appropriate personnel to react before tragedy occurs. The product does not use facial recognition software.

The software alerts via text, mobile application and desktop application. Studies show most active shooters prepare on school property. This early warning provides time to protect people on campuses. It notifies police directly in the event it detects a weapon.

Mr. DalPorto offered his comments on this software and what he sees as positives about it. Mr. Laurie supports considering this software. He is lobbying to make this BOCES-aidable but does not want to wait for that before moving forward.

DISTINGUISHED ALUMNI

The following were recognized as Distinguished Alumni:

Lance Cpl. Gerald DeMunda, class of 1966, Niagara Falls High School - DeMunda made the ultimate sacrifice for our country fewer than two years after graduating from Niagara Falls High School. He joined the Marine Corp. in July 1966. He was deployed to Vietnam at the height of the conflict. DeMunda served as a machine gunner. DeMunda's sister, Anna Bruno, was present.

He was injured in March 1967 and was sent to Japan for knee anterior cruciate ligament (ACL) reconstruction. He stayed in Japan until September 1967, when he returned to Vietnam. Two months later, on Nov. 26, 1967, DeMunda was killed in action by a gunshot wound to the chest. He was 20 years old. His deployment to Vietnam was to end in December 1967, one month after his death.

Posthumously, Corporal DeMunda was awarded the Purple Heart and several military medals for bravery and successful combat missions.

James Vaccarella, class of 1943, Trott Vocational High School – Vaccarella played three sports during his time at Niagara Falls High School; he was drafted for military service in World War II. He spent two years in the army and 19 months on the front lines as a combat medic in the 305th Division, serving under Gen. George Patton.

Vaccarella liberated a concentration camp in Austria where he saw many of the atrocities inflicted upon the camp prisoners and assisted in leading the survivors to freedom.

Combat Medic Vaccarella fought in one of the most famous battles in the Battle of the Bulge in 1944. During the battle, James retrieved many soldiers who had significant injuries, saving their lives. He earned a Purple Heart after being injured in the process of pulling a wounded soldier out of harm's way. Vaccarella's granddaughter Gina Gigliotti was present.

Viola M. Vaughn, Ed.D., class of 1965, Niagara Falls High School - Vaughn has dedicated her life to learning, earning her Doctor of Education Degree from Columbia University's prestigious Teacher's College, which has also awarded her a Distinguished Alumni Award. Vaughn spent several years traveling back and forth to Africa, and she learned that the school pass rate was low for girls and young women in the part of rural Senegal where she lived. Seeing this, Vaughn created WHEPSA – Women's Health Education and Prevention Strategies Alliance. Adding the phrase "10,000 Girls" to the title represents the goal the young women in the program set for the number of their peers they want to reach.

10,000 Girls combines education and employment for girls. The education program gives girls a place and time to study and provides books and school supplies. All of the tutors in this program are teachers who volunteer their time. 10,000 Girls has a student pass rate of 92 percent.

The employment and training arm of 10,000 Girls is for girls who have failed at school or who never attended. They each learn a trade of sewing or baking. The students run a pastry shop and a sewing workshop. Their products are exported and sold, and the earnings are split between the girls and the education program. Today, besides the pastry shop and a catering business, "10,000 Girls" runs a sewing workshop, and the girls export their handmade dolls and household linens overseas.

Vaughn was recognized as a CNN Hero in 2008. Classmates from Niagara Falls High School Class of 1965, were present.

A review of the agenda was held.

DATE: November 19, 2023

KIND OF MEETING: Regular Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi. Mr. Vilardo * remote

MEMBERS ABSENT: None.

Letters and Communications [\(SG4\)](#)

Oral Communications - Public Comment on Agenda Items None

Written Communications None

Recommended Actions from the Superintendent of Schools - Routine Matters

Minutes

Budget Transfer #4

On a motion by Mr. Kudela seconded by Mr. Cancemi, the minutes and the Budget Transfer were approved.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

Approval of bids . None.

Treasurer's Report – September Received & filed. [\(SG3\)](#)

Budget Status Report – September Received & filed. [\(SG3\)](#)

Mr. Paretto for approval of the certificated report. Mr. Capizzi seconded the motion.
Personnel Report - Certificated [\(SG2\)](#)

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

Mr. Cancemi moved to include the addendum to the classified report. Mr. Capizzi seconded the motion.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

Mr. Vilardo moved for approval of the classified report. Mr. Kudela seconded the motion.

Personnel Report - Classified (SG2)

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Cancemi moved for approval of the CSE & CPSE reports. Mr. Paretto seconded the motion.

Report from Committee on Special Education (SG1)
Report from Committee on Preschool Special Education (SG1)

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Kudela moved for approval of the Short Term Contracts. Mr. Vilardo seconded the motion.

Short-Term Contracts (SG 1,3)

1. See Through Math Elementary Math Professional Development \$5,125.00
F2110.404-098-5022 November 16, 2023 December 5,6,11,12,13, 2023
2. Buffalo Museum of Science Digging Dinosaurs Outreach \$186.40
F2250.404.098.1924 December 7, 2023
3. Aquarium of Niagara Animal Tales - Turtle \$100.00 F2110.404.098.1924
November 15, 2023
4. Shannon McCrory-Churchill Sports Physicals \$1,200.00 A2110.400.056 November 2023
5. Open Buffalo Black Excellence Youth Engagement Workshop \$1,000 A2110.400.045
February 28, 2024
6. African American Co-op After school tutoring 3 Days of 3-hour Presentations/week
NTS \$13,500 F2110.404.098.1924
7. Niagara Strikes Bowling 2 days per week for 10 weeks \$8250 F2110.404.098.5022 Oct. 9 – Dec.
12
8. Jenna Hayden Carroll Pre-Employment and Medicaid Prescriptions \$420/per diem (\$60/hr)
A2110.400.056 November 17, 2023

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

Mr. Kudela moved for approval of the report from Head Start/Early Head Start. Mr. Capizzi seconded the motion. (SG1)

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

6. New Business

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

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2023/2024 FEDERAL IDEA (EDUCATION OF STUDENTS WITH DISABILITIES ACT) FUNDING – PART B, SECTIONS 611 AND 619 (SG 1, 3)

WHEREAS, The Federal Government, through the State Education Department, has made funds available for ESEA Section 611 and ESEA Section 619 – Federal IDEA Funding for the Education of Students with Disabilities Act; and

WHEREAS, Sections 611 and 619 allocate money to school districts for the purpose of providing supportive services to students with disabilities; and

WHEREAS, Official notification of approval of the application and award in the amount of \$2,290,880.00 for Section 611 and \$109,872.00 for Section 619 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2023/2024 Federal IDEA Funding for the Education of Students with Disabilities Act – Sections 611 and 619; and be it further

RESOLVED, that the grant award of \$2,290,880.00 for Section 611 be credited to revenue account code F4256.070.24; and be it further

RESOLVED, that the grant award of \$109,872.00 for Section 619 be credited to revenue account code F4256.730.24; and be it further

RESOLVED, that the money be expended from the following function/object codes for Section 611; and be it further

Account	Description	Budget
F 2250.132-098-0724	23/24 IDEA 611 - PER DIEM	\$94,600
F 2250.133-014-0724	23/24 IDEA 611 - TSA - C/O	\$203,997
F 2250.133-045-0724	23/24 IDEA 611 - TCHR - NFHS	\$211,768
F 2250.133-056-0724	23/24 IDEA 611 - TCHR - ABATE	\$52,974
F 2250.133-057-0724	23/24 IDEA 611 - TCHR - CATARACT	\$169,839
F 2250.133-065-0724	23/24 IDEA 611 - TCHR - 79TH	\$68,223
F 2250.133-098-0724	23/24 IDEA 611 - TCHR - DIST. WIDE	\$66,182
F 2250.138-014-0724	23/24 IDEA 611 - CSE CHAIR	\$104,659
F 2250.140-098-0724	23/24 IDEA 611 - SCHEDULE B	\$62,394
F 2250.143-049-0724	23/24 IDEA 611 - T/A - GPS	\$33,814
F 2250.143-056-0724	23/24 IDEA 611 - T/A - ABATE	\$66,031
F 2250.143-057-0724	23/24 IDEA 611 - T/A - CATARACT	\$42,310
F 2250.143-058-0724	23/24 IDEA 611 - T/A - H/P	\$21,155
F 2250.143-061-0724	23/24 IDEA 611 - T/A - BBPS	\$42,310
F 2250.147-045-0724	23/24 IDEA 611 - PSA - NFHS	\$100,299
F 2250.147-049-0724	23/24 IDEA 611 - PSA - GPS	\$45,632
F 2250.147-058-0724	23/24 IDEA 611 - PSA - H/P	\$46,772
F 2250.147-065-0724	23/24 IDEA 611 - PSA - 79TH	\$45,632
F 2250.164-014-0724	23/24 IDEA 611 - CLERICAL - C/O	\$138,518
F 2250.177-045-0724	23/24 IDEA 611 - SPED CLASS ASSOC - NFHS	\$53,198
F 2250.177-061-0724	23/24 IDEA 611 - SPED CLASS ASSOC - BBPS	\$22,957
F 2250.177-098-0724	23/24 IDEA 611 - HRLY CLSFD	\$48,737

F 2250.404-098-0724	23/24 IDEA 611 - PRCHD SRVCS	\$331,147
F 2250.409-098-0724	23/24 IDEA 611 - TRAVEL	\$7,860
F 2250.540-079-0724	23/24 IDEA 611 - SUPPLIES - CATH ACAD	\$8,292
F 2250.540-084-0724	23/24 IDEA 611 - SUPPLIES - CTK	\$4,146
F 2250.540-098-0724	23/24 IDEA 611 - SUPPLIES	\$10,000
F 2250.803-098-0724	23/24 IDEA 611 - FICA	\$16,756
F 2820.133-045-0724	23/24 IDEA 611 - PSYCHOLOGIST - NFHS	\$113,785
F 2820.133-050-0724	23/24 IDEA 611 - PSYCHOLOGIST - LPS	\$56,893
Total		\$2,290,880

Revenue Code: F4256.070.24

RESOLVED, that the money be expended from the following function/object codes for Section 619.

Account	Description	Budget
F 2250.133-059-7324	23/24 IDEA 619 - TCHR - KALFAS	\$65,934
F 2250.404-098-7324	23/24 IDEA 619 - PRCHD SRVCS	\$35,655
F 2250.409-098-7324	23/24 IDEA 619 - TRAVEL	\$655
F 2250.807-096-7324	23/24 IDEA 619 - HEALTH INS	\$7,628
Total		\$109,872

Revenue Code: F4256.730.24

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 - \$2,290,880.00
5. Total Budget, Section 619 - \$109,872.00
6. Total Staff, Section 611 – 25.40
7. Total Staff, Section 619 – 1.00
8. Number of Clients Served – 1403
9. 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)
10. Major evaluation:
 - Conduct annual review of children

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

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2023/2024 PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL GRANT (SG 1, 3)

WHEREAS, The New York State Pathways In Technology Early College High School (NYS P-TECH) 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 \$302,818.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2023/2024 New York State Pathways in Technology Grant; and be it further

RESOLVED, That the grant award of \$302,818.00 be credited to the following Revenue Account: F3289.940.24 – 2023/2024 P-TECH REVENUE - \$302,818.00; and be it further

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

Appropriation Account	Description	Amount
F 2110.132-098-9424	23/24 P-TECH - PER DIEM	\$13,500
F 2110.140-098-9424	23/24 P-TECH - SCHEDULE B	\$33,220
F 2110.152-014-9424	23/24 P-TECH - PROG DIR	\$80,542
F 2110.164-014-9424	23/24 P-TECH - CLERICAL	\$14,343
F 2110.404-098-9424	23/24 P-TECH - PRCHD SRVCS	\$139,946
F 2110.540-098-9424	23/24 P-TECH - SUPPLIES	\$21,267
Total	\$302,818	

Revenue Code: F3289.940.24

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays: None
Approved.

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

**APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 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 2023/2024 Smart Scholars Early College High School (ECHS) Grant; and be it further

RESOLVED, that the grant award of \$112,500.00 be credited to revenue account code F3289.630.24; and be it further

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

Account	Description	Budget
F 2010.132-098-6324	23/24 SMART SCHOLARS - PER DIEM	\$15,150
F 2010.140-098-6324	23/24 SMART SCHOLARS - SCH B	\$11,250
F 2010.152-014-6324	23/24 SMART SCHOLARS - PROG DIR	\$23,000
F 2010.404-098-6324	23/24 SMART SCHOLARS - PRCHD SRVCS	\$60,000
F 2010.409-098-6324	23/24 SMART SCHOLARS - TRAVEL	\$1,980
F 2010.540-098-6324	23/24 SMART SCHOLARS - SUPPLIES	\$1,120
Total		\$112,500

Revenue Code: F3289.630.24

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

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

APPROVAL OF ACCEPTANCE OF FUNDS FROM THE CITY OF NIAGARA FALLS, NEW YORK FOR ASSISTANCE IN THE OPERATION AND MAINTENANCE OF THE OUR SCHOOLS CHANNEL OSC 01/01/2023 – 12/31/2023 (SG 1, 3)

WHEREAS, In 2004, the City School District of the City of Niagara Falls, New York, by Agreement with the City of Niagara Falls was designated to operate and administer the Access Educational Channel, now known as Our School's Channel (OSC); and

WHEREAS, The District has successfully operated the OSC since the date of the Agreement affording its students, staff and the community educational and informative programs; and

WHEREAS, In the past, the City assisted the District by contributing monies toward the operation and maintenance of OSC; and

WHEREAS, The City again wishes to assist the District and contribute \$10,000.00 (ten thousand dollars) toward the operation and maintenance of OSC subject to certain terms

and conditions contained in an Agreement negotiated by City and District representatives; therefore be it

RESOLVED, that the Board of Education accepts the sum of \$10,000.00 (ten thousand dollars) from the City of Niagara Falls, New York for assistance in the operation and maintenance of the Our School's Channel and does hereby approve the Agreement attached hereto, by and between the City and School District, as to use of said funds; 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 is hereby authorized to execute the Agreement attached hereto; and be it further

RESOLVED, that the District Clerk is directed to obtain the signature of the President of the Board of Education on the Agreement

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2023/2024 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 2023/2024 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 2023/2024 McKinney-Vento Grant; and

RESOLVED, that the grant award of \$125,000.00 be credited to revenue account code F4289.540.24; and

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

Account	Description	Budget
---------	-------------	--------

F 2110.138-014-5424	23/24 M/V - GRANT COORD	\$48,967
F 2110.140-098-5424	23/24 M/V - SCH B	\$54,000
F 2110.167-098-5424	23/24 M/V - HRLY CLSFD	\$20,380
F 2110.803-096-5424	23/24 M/V - FICA	\$1,653
Total		\$125,000

Revenue Code: F4289.540.24

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 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 2023/2024 My Brother's Keeper - Family and Community Engagement Program; and be it further

RESOLVED, That the grant award of \$125,000.00 be credited to Revenue Account F3289.190.24 Family and Community Engagement Program; and be it further

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

Account	Description	Budget
F 2110.132-098-1924	23/24 FCEP - PER DIEM	\$2,875
F 2110.140-098-1924	23/24 FCEP - SCH B	\$31,500
F 2110.152-014-1924	23/24 FCEP - PROG DIR	\$28,750
F 2110.164-014-1924	23/24 FCEP - SECRETARY	\$5,200
F 2110.167-098-1924	23/24 FCEP - HRLY CLSFD	\$2,310
F 2110.404-098-1924	23/24 FCEP - PRCHD SRVCS	\$46,250
F 2110.540-098-1924	23/24 FCEP - SUPPLIES	\$2,711
F 2110.803-096-1924	23/24 FCEP - FICA	\$5,404
Total		\$125,000

Revenue Code: F3289.190.24

Revenue Code: F3289.190.24

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.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

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

Approval of Payment No. 4 to DV Brown & Associates, Inc. for HVAC Work for Phase I of The American Rescue Plan (ARP) Capital Improvement Project (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$493,250.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$24,662.50; and

WHEREAS, The amount of payment the District will issue shall be \$493,250.00 less the required 5% retainage (\$24,662.50) as outlined in the contract, \$468,587.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$468,587.50 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 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 Grants Finance.

Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays: None

Approved.

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

APPROVAL OF PAYMENT NO. 4 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$29,550.75; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,477.54; and

WHEREAS, The amount of payment the District will issue shall be \$29,550.75 less the required 5% retainage (\$1,477.54) as outlined in the contract, \$28,073.21; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,073.21 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

APPROVAL OF PAYMENT NO. 1 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$50,782.13; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$2,418.20; and

WHEREAS, The amount of payment the District will issue shall be \$50,782.13 less the required 5% retainage (\$2,418.20) as outlined in the contract, \$48,363.93; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$48,363.93 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays: None
Approved.**

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

APPROVAL OF PAYMENT NO. 1 TO JOHN W. DANFORTH COMPANY FOR BOILER IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated September 21, 2022, with John W. Danforth Company for Boiler Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$472,520.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$22,290.55; and

WHEREAS, The amount of payment the District will issue shall be \$472,520.00 less the required 5% retainage (\$22,290.55) as outlined in the contract, \$423,520.45; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$423,520.45 to John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Kudela, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Information and Reports

Public Comment on Non-Agenda Items

Lawrence Blaber spoke on the importance of civics education.

Justin Gilmore, graduate of the University of Louisville, spoke on being one of just five Division 1 football players from the City. He spoke about a program he has developed addressing mental health, and leveraging his marketing and branding background to address broader issues.

Gloria Dolson – 1352 Cleveland Ave. - spoke on the importance of small class sizes at the pre-kindergarten and kindergarten level.

Superintendent's Report

Congratulated the Distinguished Alumni recognized this evening.

Thanks to Mr. Contento and Mr. Surace for completing sports physicals – more than 90 in all.

NAZ716 will distribute turkeys from Bloneva Bond Primary School tomorrow at 3 p.m.

Twelve or 13 NFHS students are studying artificial intelligence through Stanford University, earning college credit. Others are working with the cement masons union to learn cement finishing. Photos of each group were shared. The plan is to expand these offerings in future.

New, recommended graduation requirements were released this week. Mrs. Jones is one of 64 members of the Blue Ribbon Commission, which helped shape the recommendations. Increased relevancy of assessments, allowing more, flexible time to obtain a high school diploma, and a focus on civics are among the potential new requirements. Congratulations to the committee. The recommendations still must be voted upon.

Grade ten student Tori Franke will compete in 1-meter diving. She is currently 17th in the state with 469.35 points.

On Monday, a girls wrestling team is being formed with Niagara-Wheatfield School District. JV boys lacrosse is coming in the spring.

Mr. Laurrie spent time at Gaskill with Ms. Brown and her students, who presented petitions relative to the dress code, food offerings, cell phones.

School Resource Officer Cierra Lee is implementing a grade 6 Drug Awareness & Resistance Education-type program for all elementary schools.

Congratulations to Rep. Brian Higgins as he retires; the Congressman was instrumental in the District being granted the Head Start program and in obtaining mental health grants.

BOARD MEMBER COMMENTS:

Members wished everyone a happy thanksgiving. Mr. Vilardo congratulated the honored alumni, who are but a small sample of our graduated students through the years.

Adjournment

Meeting Adjourned at p.m. on a motion by Mr. Cancemi seconded by Mr. Kudela in memory of the following, recently deceased persons:

Richard DiVita, who is the father of Ashley Hardy (Abate), father-in-law of Mike Hardy (Bond/Kalfas), Uncle to Stacey Dean(Cataract), Bryan Dean (Lasalle Prep).

Myrtle Gilreath, mother of Mitch Gilreath, retired groundskeeper.

Edward J. McGreevy, retired social studies teacher.

Edith Penale, retired teacher

All in favor.

Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Kudela, Mr. Paretto, Mr. Vilaro, Mr. Petrozzi
Nays: None
Adjourned.

Respectfully submitted,
Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: December 7, 2023

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:39 p.m.

MEMBERS PRESENT: Mr. Bilson, Mr. Cancemi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. Bass, Mr. Kudela, Mr. Capizzi (excused)

Early Literacy Plan Updates: Mr. Carella, Ms. Sullivan, Mr. Orfano, and Ms. Pasek presented the following information:

The team provided an explanation of the Primary Literacy Framework; all students are screened for literacy level and assigned a program by tier. Universal screening, via AIMSweb, calls for a reading component to be administered to all students in grades K-8 in September, January and May. National Norms determine how NFCSD students compare to their grade level peers across the country.

Tier 1 Core Instruction involves 110 minutes per day: Reading/Writing/Small Group Differentiated Instruction, as well as 30 minutes per day of phonics and word study.

Tier 2, an intervention level, requires 40 minutes per day, 3 days per week, of PEP (Primary Enhancement Program)

Tier 3, also an intervention level, requires PEP services for the students most in need, 40 minutes, 5 days per week, taking place in very small groups.

The core reading program includes receive comprehensive literacy instruction delivered by the classroom teacher to all students. Lessons include explicit instruction in phonics, phonemic awareness, vocabulary, fluency and comprehension. Writing instruction is aligned to the text being read and includes modeled, interactive, and independent writing activities. Scaffolded supports for English Language Learners (ELL) are embedded throughout each lesson.

Student Progress Monitoring probes are administered weekly at the Tier 3 level or bi-weekly at the Tier 2 level. Student progress is frequently reviewed by teachers during common planning time. Appropriate software programs are utilized to address each tier and any deficits a student may evidence.

Parent involvement encouraged and communication takes place via phone calls, text messages, e-mails, computer based apps used by teachers to communicate with families, District generated letters when students are in need of academic or behavioral intervention, New York State Department of Education-generated letters following state assessments. Information is also available on the District website, New York State Department of Education website, via viewing livestreamed Board of Education meetings, or through in-person meetings and conferences.

Professional Development for staff includes summer trainings, superintendent conference day professional development sessions, on-site coaching provided by district and outside coaches; training is differentiated by level and offered to both teachers and administrators. Additionally, capacity and sustainability are developed via 3 Lead PEP Interventionists, who are being trained in Foundations levels K, 1 and 2 by Wilson Language Literacy Specialists. Hyde Park, Bloneva Bond and Kalfas will act as Demonstration Sites for the 2023 – 2024 school year. Upon completion, the Interventionists will assume the role of District facilitators. Elementary Administrators will also be involved in training sessions.

PEP and Primary Skills Presentation: Mr. Carella, Ms. Sullivan, Mr. Orfano, and Ms. Pasek presented the following information:

Intervention Focus: PEP (Primary Enhancement Program) at 79th Street Elementary School – Mr. Orfano expounded on the PEP program at 79th Street School.

PEP interventionists service kindergarten through grade four students, utilizing 35 minute blocks of time to provide support to intermediate students.

Classroom ELA blocks are also designated. In addition, teachers establish goals for students and monitor their accomplishments.

A review of the agenda was held. A policy regarding workplace violence will be presented with the hope it will be adopted in December; this is a new State requirement. Additionally, a second policy will be presented regarding the compulsory education age for students. The Board will consider raising the age to 17. This should be tabled for full and serious consideration. The Board asked how many other districts have done this and when it would take effect.

Mr. Weiss, NFT president, was permitted to address the Board. He joined Mr. Laurie in Syracuse where they opened a new STEAM high school. NFCSD, Watertown, and a NYC school each received a micron grant. Mr. Weiss was instrumental in securing this grant opportunity for the District. With NYSUT, this opens a new pathway with Micron engineers, to develop curriculum around microchips.

Ms. Vilardo reported that shadowing days with NTHS/NFHS took place. Students were paired and are forming friendships. Mr. Laurie congratulated NFHS on its new Sports Pass program, which requires passing grades and 85% attendance to attend games/events.

Mr. Laurie made the following comments:

1. The Cataract City Classic atmosphere on Saturday was reported to be the best in years.
1. A March field trip to Historically Black Colleges and Universities will include 20 students visiting Spellman, Brown University, and Clark Atlanta.
2. NF Fire Department and the OSC – TV are to be congratulated on the recent annual Firefighters Toy Fund Telethon.
3. The NFHS Girls basketball team is partnering with NTHS to host a toy drive for students attending HF Abate School.
4. Happy Hanukkah to those celebrating.
5. The Nutcracker is being performed in the NFHS Performing Arts Center this weekend
6. Congratulations to Mr. Petrozzi on his birthday, and the birth of his new grandchild.

The Board entered Executive Session at 6:55 p.m. on a motion by Mr. Vilardo, seconded by Mr. Bilson for the purpose of demotion, discipline suspension or removal of a person or persons; discussing a contract. All in favor.

The Board exited executive session at 8:43 p.m. on a motion by Mr. Cancemi, seconded by Mr. Vilardo. All in favor.

DATE: December 21, 2023

KIND OF MEETING: Regular Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened with the pledge of allegiance and a prayer by Mr. Cancemi.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: None.

Letters and Communications (SG4)

Oral Communications - Public Comment on Agenda Items

Dr. Tina Gregory Schultz, Candlewood Drive, Lockport- Discussed her desire to have Kalfas School as a polling site.

Written Communications None

Recommended Actions from the Superintendent of Schools - Routine Matters

Minutes

Budget Transfer #5

On a motion by Mr. Cancemi seconded by Mr. Bilson, the minutes and the Budget Transfer were approved.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

On a motion by Mr. Cancemi seconded by Mr. Bilson, the bid was approved.

Approval of Bids [*\(SG3\)*](#)

1. Bid No. 10 Elevator and Lift Maintenance and Repair Services

WHEREAS, Funds were appropriated for Elevator and Lift Maintenance and Repair Services in the General Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No 10 – Elevator and Lift Maintenance and Repair Services; and

WHEREAS, Legal notice was published November 9, 2023 and bid documents were mailed to or secured by five potential bidders; and

WHEREAS, Bids were publicly opened and read on November 28, 2023 and one properly executed bid was received; and

WHEREAS, Bids were analyzed by Mr. Earl Smeal, Director of Facilities III and Ms. Ann Schiro, Purchasing Agent; therefore, be it

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

Award No

Vendor

Award Amount

10A

D.C.B. Elevator Co., Inc

Amount in Excess of \$32,040.00

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Treasurer's Report – September Received & filed. [\(SG3\)](#)

Budget Status Report – September Received & filed. [\(SG3\)](#)

Mr. Bilson for approval of the certificated report. Mr. Cancemi seconded the motion.

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

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Bilson moved for approval of the classified report. Mr. Cancemi seconded the motion.

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

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Cancemi moved for approval of the CSE & CPSE reports. Mr. Bass seconded the motion.

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

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

The Committee on Pre-School Special Education met on November 9, 14, 16, 20, 21, 28, and 30, 2023; and December 11, and 13, 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 2023-2024 school years.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Cancemi moved for approval of the Short Term Contracts. Mr. Vilardo seconded the motion.

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

1. Landmark Educational Tours Travel for HBCU Campus Tours NTE \$50,000.00
A2110 409.045.2280 March 19 – 22, 2024
2. Long Life Yoga Student Yoga \$750.00 F2110.404.098.1924 December 14, 2023; February 8,29;April 18;May 9, 2024
3. Louise Ferretti, PhD Neuro-psychological Evaluation NTE \$2,200 per evaluation
F2250 404-098-0724 TBD
4. Jessica Tufte Community Connections of NY Community Needs Assessment\$5,488.00
F2330 404 098 HS24 F2330 404 098 EH24 TBD
5. Willie Price Speaks, LLC Youth Mentoring Hyde Park Elementary \$5,600.00
F2110.404.098.9524 January - June 2024
6. Amplify ELA PD for new Teachers \$750.00 F2110.404-098-5022 January 26, 2024

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

Mr. Bilson moved for approval of the report from Head Start/Early Head Start. Mr. Vilardo seconded the motion. [*\(SG1\)*](#)

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Approved.

6. New Business

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

APPROVAL OF RECEIPT OF GIFT FROM TRINITY UNITED METHODIST WOMEN [*\(SG 4\)*](#)

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

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

**APPROVAL OF RECEIPT OF GIFT FROM NEW YORK SCHOOLS INSURANCE
RECIPROCAL ("NYSIR") (SG 3)**

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, NYSIR has donated \$1,000 to sponsor the Niagara Falls City School District's Walk the World Cultural Fair taking place at Niagara Falls High School; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of \$1,000; and RESOLVED, That the District Clerk be directed to send a letter of appreciation to:

John Brady, WNY Senior Regional Manager
New York Schools Insurance Reciprocal
21 Chaseview Road
Fairport, NY 14450

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

**ACCEPTANCE OF FUNDS FOR THE 2023/2024 MENTOR TEACHER / INTERNSHIP
PROGRAM (MTIP) GRANT (SG 2, 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 \$51,240.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2023/2024 Mentor-Teacher Internship Program Grant; and

RESOLVED, That the grant award of \$51,240.00 be credited to Revenue Account F3289.220.24 Mentor-Teacher Internship Program; and

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

Account	Description	Budget
F 2110.140-098-2224	23/24 MTIP - SCHEDULE B	\$20,448
F 2110.149-098-2224	23/24 MTIP - SUBSTITUTES	\$20,400
F 2110.404-098-2224	23/24 MTIP - PRCHD SRVCS	\$10,000

F 2110.540-098-2224 23/24 MTIP - SUPPLIES \$392
Total \$51,240
Revenue Code: F3289.220.24

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

**ACCEPTANCE OF FUNDS 2023/2024 UNIVERSAL PRE-KINDERGARTEN (UPK) GRANT
(SG 1, 3)**

WHEREAS, 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 received UPK funding in the 2022/2023 school year will be eligible to receive UPK funding in the 2023/2024 school year; and

WHEREAS, The Niagara Falls City School District received UPK funding in the 2022/2023 school year, therefore the District will receive UPK funding in the 2023/2024 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 \$4,357,010.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2023/2024 Universal Pre-Kindergarten (UPK) Grant; and

RESOLVED, that the grant award of \$4,357,010.00 be credited to revenue code F3289.310.24; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2510.132-098-3124	23/24 UPK - PER DIEM	\$55,550
F 2510.133-057-3124	23/24 UPK - TCHR - CATARACT	\$331,360
F 2510.133-058-3124	23/24 UPK - TCHR - H/P	\$91,024
F 2510.133-059-3124	23/24 UPK - TCHR - KALFAS	\$401,242
F 2510.133-060-3124	23/24 UPK - TCHR - MAPLE	\$287,183
F 2510.133-061-3124	23/24 UPK - TCHR - BBPS	\$467,392
F 2510.133-065-3124	23/24 UPK - TCHR - 79TH	\$285,109
F 2510.133-067-3124	23/24 UPK - TCHR - MANN	\$294,402
F 2510.140-098-3124	23/24 UPK - SCH. B	\$17,212
F 2510.150-014-3124	23/24 UPK - GRANT ADMIN.	\$60,295
F 2510.164-014-3124	23/24 UPK - SECRETARY	\$64,231
F 2510.177-057-3124	23/24 UPK - CLASS ASSOC - CATARACT	\$196,086
F 2510.177-058-3124	23/24 UPK - CLASS ASSOC - H/P	\$65,142
F 2510.177-059-3124	23/24 UPK - CLASS ASSOC - KALFAS	\$173,712
F 2510.177-060-3124	23/24 UPK - CLASS ASSOC - MAPLE	\$130,944
F 2510.177-061-3124	23/24 UPK - CLASS ASSOC - BBPS	\$261,448
F 2510.177-065-3124	23/24 UPK - CLASS ASSOC - 79TH	\$153,428
F 2510.177-067-3124	23/24 UPK - CLASS ASSOC - MANN	\$130,284
F 2510.404-098-3124	23/24 UPK - PRCHD SRVCS	\$283,044

F 2510.409-098-3124	23/24 UPK - TRAVEL	\$4,500
F 2510.540-098-3124	23/24 UPK - SUPPLIES	\$56,157
F 2510.802-096-3124	23/24 UPK - TRS	\$223,579
F 2510.803-096-3124	23/24 UPK - FICA	\$265,152
F 2510.807-096-3124	23/24 UPK - HEALTH INS.	\$58,534
Total		\$4,357,010

Revenue Code: F3289.310.24

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 - \$4,357,010.00
5. Total Staff – 77.55
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.

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

ACCEPTANCE OF FUNDS FOR THE 2023/2024 TITLE IIIA, ELL 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 \$17,618.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2023/2024 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the grant award of \$17,618.00 be credited to revenue account code F4289.290.24 ESEA Title III – ELL, Part A Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2259.140-098-2924	23/24 TITLE III ELL - SCH B	\$8,016
F 2259.151-059-2924	23/24 TITLE III ELL - DEPT CHAIR	\$3,997
F 2259.167-098-2924	23/24 TITLE III ELL - HRLY CLSFD	\$913
F 2259.404-098-2924	23/24 TITLE III ELL - PRCHD SRVCS	\$900
F 2259.540-098-2924	23/24 TITLE III ELL - SUPPLIES	\$3,792
Total		\$17,618

Revenue Code: F4289.290.24

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 - \$17,618.00
5. Total Staff – 1.00
6. Number of Clients Served: 200 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

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays:

Approved.

Mr. Bilson moved for approval of the following resolution. Mr. Cancemi seconded the motion.

ACCEPTANCE OF FUNDS FOR STUDENT MENTAL HEALTH SERVICES GRANT (SG 1, 3)

WHEREAS, Since the COVID-19 pandemic, the Niagara Falls City School District has experienced a dramatic and troubling increase in the number of students demonstrating fragile mental health, and

WHEREAS, more students are receiving diagnosis that may have been influenced by the pandemic, many more are exhibiting behaviors that negatively impact their academic achievement and the school environment, and

WHEREAS, The District is in the midst of implementing a three-tiered MTSS system, and

WHEREAS, the District needs additional supports at the Tier II and Tier III levels, and

WHEREAS, The Student Mental Health Supports grant will enable the District to implement Tier II and Tier III supports to help students reverse this trend, and

WHEREAS, District staff have prepared and submitted an application for the 2023/2024 Student Mental Health Supports Grant; and

WHEREAS, official notice of approval of the application and award in the amount of \$750,000.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2023/2024 Student Mental Health Supports Grant; and be it further

RESOLVED, that the grant award of \$750,000.00 be credited to revenue account code F4289.960.23; and be it further

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

Account	Description	Budget
F 2110.132-098-9623	22/23 SMHS - PER DIEM	\$125,000
F 2110.140-098-9623	22/23 SMHS - SCHEDULE B	\$74,500
F 2110.150-014-9623	22/23 SMHS - GRANT COORD.	\$9,000
F 2110.152-014-9623	22/23 SMHS - PROJ. DIR.	\$39,000
F 2110.164-014-9623	22/23 SMHS - SECRETARY	\$11,250
F 2110.167-098-9623	22/23 SMHS - HRLY CLSFD	\$15,000
F 2110.404-098-9623	22/23 SMHS - PRCHD SRVCS	\$373,750

F 2110.409-098-9623	22/23 SMHS - TRAVEL	\$17,500
F 2110.540-098-9623	22/23 SMHS - SUPPLIES	\$42,210
F 2110.803-096-9623	22/23 SMHS - FICA	\$11,074
F 2110.807-096-9623	22/23 SMHS - HEALTH INS.	\$10,716
F 2825.134-061-9623	22/23 SMHS - SOCIAL WORKER	\$21,000
Total		\$750,000

Revenue Code: F4289.960.23

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

APPROVAL OF RESOLUTION DIVIDING THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS INTO TWENTY - ONE ELECTION DISTRICTS EACH COTERMINOUS WITH GENERAL ELECTION DISTRICTS IN THE CITY AND DESIGNATING A POLLING PLACE IN EACH SCHOOL ELECTION DISTRICT (SG 4)

WHEREAS, The Education Law of the State of New York authorizes the division of City School Districts into school election districts by resolution of the Board of Education; and

WHEREAS, If circumstances permit such school election districts shall be coterminous with one or more general election districts and so far as may be possible school elections be held in a public school house in the election district if there be one and if there is none the Board of Education by resolution designate the place where the election be held in such district; and

WHEREAS, The Board of Education is of the opinion that in order to afford a greater opportunity to all school district residents to vote in school district elections, the school district should be divided into twenty-one (21) election districts each coterminous with the twenty-one (21) general election districts in the city; and

WHEREAS, The Board is of the further opinion, the polling places used in the general election, some being school house, should be the polling places for school elections, all listed in attached Schedule "A"; now therefore be it

RESOLVED, That the City School District of The City of Niagara Falls be and is divided into twenty-one (21) school election districts as designated in attached Schedule "A", each coterminous with one or more general election districts in the city; and be it further

RESOLVED, That the Board of Education hereby designates the polling place in each school election district those sites indicated in the attached Schedule "A", as the place where school elections shall be held; and be it further

RESOLVED, That the Superintendent take such action as may be required to insure the orderly and proper implementation of the election districts for the next school election to be held on May 21, 2024.

SCHEDULE A:

2024 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT	Polling Place	Polling Address
1	3rd	*1,	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John De La Salle	8469 Buffalo Avenue
3		*4 , 5, 7	Grace Lutheran Church	736 Cayuga Drive
4		*6	Geraldine J. Mann School	1330 – 95 th Street
5		8	79 th Street School	551 – 79 th Street
6	4 th	*1 st	St. John AME Church	917 Garden Avenue
7		*2	V.F.W. Post 917	2435 Seneca Avenue
8		*3	Wrobel Towers	800 Niagara Avenue
9		*4	Niagara Falls Public Library	1425 Main Street
10		*5	Niagara Arts & Cultural Ctr.	1201 Pine Avenue.
11	5 th	*1 , 2	Maple Avenue School	925 Maple Avenue.
12		*3	Gaskill Prep School	910 Hyde Park East
13		*4	Hyde Park School	1620 Hyde Park
14		*5 ,	John Duke Senior Citizens Ctr.	1201 Hyde Park
15		1	City Hall	745 Main Street
16	6 th	2, 3	Cristoforo Columbo Society	2223 Pine Avenue.
17		4	Bloneva Bond School	2513 Niagara Street
18		5	Packard Court Center	4300 Pine Avenue.
19		6	Community Education Center	6040 Lindbergh
20		7	LaSalle Prep School	7436 Buffalo Avenue
21		8	Spallino Towers	720 Tenth Street

*ACCESS FOR HANDICAPPED

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays:

Approved.

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

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 21, 2024; 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 2024 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 9, 2024, 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 21, 2024, 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, 2024.
2. To adopt the annual budget of the school district for the fiscal year 2024/25 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 December 21, 2023, 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 December 21, 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:

2024 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT	Polling Place	Polling Address
1	3rd	*1	Board of	630 – 66 th
2		*2 3	St John De	8469
3		*4 5	Grace	736
4		*6	Geraldine I	1330 –
5		8	79 th Street	551 – 79 th
6	4 th	*1 st	St John	917
7		*2	VFW Post	2435
8		*3	Wrobel	800
9		*4	Niagara	1425
10		*5	Niagara	1201 Pine
11	5 th	*1 2	Manle	925 Manle
12		*3	Gaskill Pren	910 Hvd
13		*4	Hvd Park	1620
14		*5	John Duke	1201
15		1	City Hall	745 Main
16	6 th	2 3	Cristoforo	2223 Pine
17		4	Bloneva	2513
18		5	Packard	4300 Pine
19		6	Community	6040
20		7	LaSalle	7436
21		8	Snallino	720 Tenth

*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, 2024) 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.

***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, 2024) 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 22, 2024

Judith Glaser, Clerk of the Board of Education

SCHEDULE A

2024 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT	Polling Place	Polling Address
1	3rd	*1,	Board of Education Admin. Bldg.	630 – 66 th Street
2		*2 , 3	St. John De La Salle	8469 Buffalo Ave.
3		*4 , 5, 7	Grace Lutheran Church	736 Cayuga Dr.
4		*6	Geraldine J. Mann School	1330 – 95 th Street
5		8	79 th Street School	551 – 79 th Street
6	4th	*1st	St. John AME Church	917 Garden Ave.
7		*2	V.F.W. Post 917	2435 Seneca Ave.
8		*3	Wrobel Towers	800 Niagara Ave.
9		*4	Niagara Falls Public Library	1425 Main Street
10		*5	Niagara Arts & Cultural Ctr.	1201 Pine Ave.
11	5th	*1 , 2	Maple Avenue School	925 Maple Ave.
12		*3	Gaskill Prep School	910 Hyde Park Blvd.
13		*4	Hyde Park School	1620 Hyde Park Blvd.
14		*5 ,	John Duke Senior Citizens Ctr.	1201 Hyde Park Blvd.
15		1	City Hall	745 Main Street
16	6th	2, 3	Cristoforo Columbo Society	2223 Pine Ave.

17	4	Bloneva Bond School	2513 Niagara Street
18	5	Packard Court Center	4300 Pine Ave.
19	6	Community Education Center	6040 Lindbergh Ave.
20	7	LaSalle Prep School	7436 Buffalo Ave.
21	8	Spallino Towers	720 Tenth Street

***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 6, 20, & May 13/14 & 17 2024

*Judith Glaser
Clerk of the Niagara Falls
Board of Education*

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays:
Approved.**

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

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND HORIZON HEALTH SERVICES, INC. (JANUARY 1, 2024 – JUNE 30, 2024) (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, Horizon Health Services, Inc. and the City School District of the City of Niagara Falls have agreed to establish clinical mental health services through a professional behavioral health services office at Gaskill Preparatory School; and

WHEREAS, Horizon Health Services, Inc. has extensive experience in providing screening, assessment, and treatment services to students suffering from mental health and/or substance use disorders; and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into Contract with Horizon Health Services, Inc. to provide a mental health clinician for six (6) hours per week for a total of twenty-five (25) weeks at Gaskill Preparatory School; and

WHEREAS, District Administration has negotiated a new Contract with Horizon Health Services, Inc. for a cost not to exceed \$45,000 for the period effective 1-1-2024 and to terminate 6-30-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Horizon Health Services, Inc. to provide mental health support and interventions to students and families in the school district at a sum not to exceed \$45,000 for the period January 1, 2024 through June 30, 2024, 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
HORIZON HEALTH SERVICES, INC.

THIS AGREEMENT, made this 21ST day of December 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 Horizon Health Services, Inc., 55 Dodge Road, Getzville, New York 14068.

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 Horizon Health Services, Inc. as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant. Horizon Health Services, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Horizon Health Services, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant for the school year (January 1, 2024 to June 30, 2024), including to:

- Provide screening, assessment and treatment services to students suffering from mental health and or/substance use disorders
- Secure appropriate authorization forms and insurance billing information from each student/patient
- Provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School for a total of twenty-five (25) weeks
- Collaborate with the school team at Gaskill Preparatory School to identify students in need of mental health services and promote the exchange of information related to the implementation of clinic treatment services on-site
- Attend meetings as needed with District Administration and school staff at Gaskill Preparatory School

All of the functions will be performed by Horizon Health Services, Inc. and shall be coordinated with the Program Director and/or District Administration. Horizon Health Services, Inc. possesses a thorough knowledge of mental health interventions as they relate to the implementation of the Student Mental Health Supports Grant and the School Based Mental Health Services Grant Objectives.

Confidentiality

1. Horizon acknowledges and agrees that, in the course of providing services to the GPS, they may obtain confidential information and records about the GPS, including, but not limited to information about students, employees, GPS practices and procedures and financial information.

Horizon agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). Horizon further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

2. GPS students who become patients of Horizon will become protected under state and federal privacy laws. Disclosure of any protected health information by Horizon to GPS or anyone other than the patient may be done only after the patient signs appropriate written authorization allowing the disclosure.

3. Relationship Between the Parties. Horizon Health Services, Inc. shall not be an employee of the District. Horizon Health Services, 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. Horizon Health Services, 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 Horizon Health Services, Inc. for services hereunder a sum not to exceed \$45,000 for six (6) hours per week of services at a rate of \$300 per hour for a total of twenty-five (25) weeks. The District shall pay \$45,000 in two installments of \$22,500 on March 1, 2024, and June 30, 2024. Payment checks payable to the order of Horizon Health Services, Inc. shall be deemed full payment to and acquittance by Horizon Health Services, Inc.

5. Indemnification. To the fullest extent permitted by law, Horizon Health Services, 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. Horizon Health Services, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Horizon Health Services, 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 January 1, 2024 to June 30, 2024, 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 Horizon Health Services, Inc. under this Agreement are unique and personal. Accordingly, Horizon Health Services, 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.

HORIZON HEALTH SERVICES, INC.
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Brandy Vandermark-Murray
President

Russell Petrozzi
President, Board of Education

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi
Nays:
Approved.**

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

**APPROVAL OF REVISED CONTRACT FOR USE OF FACILITIES BETWEEN THE
NIAGARA COMMUNITY CENTER AND THE CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS FOR THE 2023/2024 SCHOOL YEAR (SG 1)**

WHEREAS, The District wishes to engage The Niagara Community Center to utilize facilities for a variety of programs including Future Stars Programming (Elementary Unified Sports Programming), Athletic programming (Tennis, Basketball and dance), Extended Learning Programming, Pre-Kindergarten Week of the Young Child Activities and;

WHEREAS, On August 24, 2023, the Board of Education approved a Contract with The Niagara Community Center allowing the District to utilize the facility for a period of one (1) year at a fee not to exceed \$15,000.00 to be billed quarterly, each quarterly installment to be \$3,750.00 for period effective 9-1-2023 and to terminate 6-30-2024 and;

WHEREAS, The District and the Niagara Community Center wish to modify the terms of the contract. Such modification would reduce the cost of the one (1) year fee to \$10,000.00 to be billed quarterly, each quarterly installment to be \$2,500.00 In return for such reduction, the District will perform snow removal and salting services for the Niagara Community Center during the winter months of the 2023-2024 school year.

Now therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Community Center to utilize facilities for a variety of programs to afford students multiple opportunities for personal and social growth through such programs as well as appropriate support programs and experiences for classroom teachers at a sum not to exceed \$15,000.00 for period September 1st, 2023 to June 30th, 2024 attached hereto be and is hereby amended; and further

RESOLVED that as modified, the cost of the one (1) year fee is \$10,000.00 to be billed quarterly, each quarterly installment to be \$2,500.00; and further

RESOLVED In return for such reduction, the District will perform snow removal and salting services for the Niagara Community Center during the winter months of the 2023-2024 school year; and further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and be it further

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

CONTRACT FOR use of Facilities The Niagara Community Center
THIS AGREEMENT, made this 21st day of December , 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 Community Center 530 66th Street Niagara Falls New York 14304.

WITNESSETH:

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

1. Engagement of Niagara Community Center. The District hereby engages the Niagara Community Center as a partner to utilize facilities for various programs upon and subject to the terms and conditions hereinafter set forth.

2. Use of Facilities: The District shall utilize the Niagara Community Center for the following programs

a) Elementary Unified Sports Programming: students with developmental and intellectual disabilities have the opportunity to participate in Special Olympics based programming. Students from Cataract Elementary, Henry J. Kalfas, Bloneva Bond and Niagara Falls High School to participate in Elementary Unified programming.

b) Pre-Kindergarten teachers and students to utilize to Niagara Community Center for culminating activity during the week of the young child (April 2024).

c) Cataract Elementary to utilize facility for school based activities throughout the 2023-2024 school year.

d) Extended Learning Program; Saturday Academy, Winter/Spring recess and Cataract Elementary Parent/Family Engagement programming.

e) Inter-scholastic athletic activities: use of tennis courts, basketball court, and dance/cheerleading room.

3. Relationship Between the Parties. The Niagara Community Center is engaged by the District only for the purposes and to the extent set forth in this Agreement. The Niagara Community Center is to maintain all records of use of facilities, and to address any matters related to facility concerns.

4. Compensation to Niagara Community Center. Upon receipt of a payment invoice, the District shall pay to the Niagara Community Center for its services hereunder a sum not to exceed \$10,000.00 to be paid in in four (4) installment as follows: \$2,500 on November 15, 2023; February 15, 2024 (prorated for payment made) ; May 15, 2024 and July 15, 2024. Payment checks payable to the order of Niagara Community shall be deemed full payment to and acquittance by the Niagara Community Center.

5. Snow Removal Services – In consideration of the reduction in the Use of Facilities fee, the District, will perform snow removal and salting services for the Niagara Community Center during the winter months of the 2023-2024 school year

6. Indemnification. To the fullest extent permitted by law, Niagara Community Center 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.

7. Taxes and Insurances. Niagara Community Center shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured.

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.

8. Term of Contract. This contract shall be effective from September 1st, 2023 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.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

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

Niagara Community Center

CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS

Executive Director
Gary Hall, Sr.

President, Board of Education
Russell Petrozzi

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

**APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE
CITY OF NIAGARA FALLS AND BUFFALO FEDERATION OF NEIGHBORHOOD
CENTERS FOR CONSULTING SERVICES IN THE AREA OF MULTISYSTEMIC C
RIME**

PREVENTION 1/1/2024 - 12/31/2024 (SG 1)

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 January 2024 and continuing thereafter with the last payment on the 31st day of December 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 21th day of December 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 possesses a thorough knowledge of crime prevention strategies. The Second Party will maintain the strictest standards of ethical behavior and confidentiality. The Second Party's services shall be performed in collaboration with the Deputy Superintendent of Schools.

3. Relationship Between the Parties. The Second Party shall not be an employee of the First Party. The Second Party is engaged by the First Party only for the purposes and to the extent set forth in this Agreement, and the relationship to the First Party during the term of this Agreement shall be solely and exclusively that of the professional consultant services to perform only the services hereinbefore expressly set forth, in the exclusive capacity consultant only, and in no event

as servant or employee except as may be specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of said consultant.

4. Compensation to the Second Party. Upon receipt of due monthly invoice indicating the service performed by the Second Party in accordance with the Crime Prevention Collaboration Program Log attached hereto and the verification of the performance of such services to the satisfaction of the Administrator for Business Services, the First Party shall pay to the Second Party, for all services rendered hereunder, a sum not to exceed \$60,000 for period January 1, 2024, through December 31, 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 2024 and continuing on the 1st day of each and every month thereafter until the 31th day of December 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 January 1, 2024, through December 31, 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.

BUFFALO FEDERATION OF CITY SCHOOL DISTRICT OF THE
NEIGHBORHOOD CENTERS CITY OF NIAGARA FALLS

By _____
Title _____

By _____
President, Board of Education

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

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 1)

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.

CONTRACT

CRIME PREVENTION COLLABORATIVE PROGRAM

THIS AGREEMENT made as of the 21th day of December 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 multisystemic approach to youth is critical to establish the future success of young adults ages 12 through 15, and that an innovative partnership needs to be created to implement such approach; and

WHEREAS, the District and Social Services agree to form a Crime Prevention Collaborative partnership and to contract with the Buffalo Federation of Neighborhood Centers to provide the multi-systemic approach to youth by addressing the educational, social, and emotional needs of youth ages 12 through 15.

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

FIRST: To form an intergovernmental partnership to the fullest extent permitted by law to address the following areas:

- a. Educational
 1. To reduce student truancy.
 2. To improve the attendance and tardiness rate for project students.
 3. To reduce student disciplinary referrals by 10%.
- b. Juvenile Justice
 1. To eliminate new referrals for project students to the Juvenile Justice and Court system.
 2. To eliminate recidivism in criminal activities of the project students.
- c. Social Services
 1. Provide to all families whose children are eligible and referred to participate in the program, outreach services at their homes so as to communicate the school's concern, and to offer a range of home and school-based services available to assist them.
 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, 2024 and will be in effect until December 31, 2024.

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, 2024 for the services provided from January 1, 2024 through December 31, 2024.
- d. For the services provided in 2024, Social Services shall reimburse the District quarterly in the amount of \$7,500.00, payable on March 15, 2024, June 15, 2024, September 15, 2024, and December 15, 2024.

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.

CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS

By:

RUSSELL PETROZZI
President of the Board of Education
City School District of the City of Niagara Falls

NIAGARA COUNTY DEPARTMENT SOCIAL SERVICES

By:

MEGHAN T. LUTZ
Commissioner
Niagara County Department of Social Services

Approved as to Form:

Chief Counsel
Niagara County Department of Social Services

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

**APPROVAL OF RENEWAL OF CHILDPLUS SOFTWARE ANNUAL SUBSCRIPTION FOR
HEAD START, EARLY HEAD START FOR JANUARY 1, 2024 THROUGH DECEMBER
31, 2024 (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 ChildPlus database subscription was renewed for a one year term of January 1, 2023 through December 31, 2023; and

WHEREAS, the District's Head Start / Early Head Start Program continues to utilize 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, 2024, through December 31, 2024, for an amount not to exceed \$6,050.00 based on the renewal cost of \$2,500.00 for the core software, and per child cost of \$3,550.00, for 142 licenses at \$25.00 each, to be paid prior to December 31, 2023 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, 2024, through December 31, 2024, for an amount not to exceed \$6,050.00 based on the renewal cost of \$2,500.00 for the core software, and per child cost of \$3,550.00, for 142 licenses at \$25.00 each, to be paid prior to December 31, 2023 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.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND VIA EVALUATION, INC GRANT EVALUATION SERVICES. (NOVEMBER-1-2023 THROUGH JUNE-30-2024) (SG 3)

WHEREAS, VIA EVALUATION, Inc. will provide professional evaluation services for the City School District of the City of Niagara Falls and,

WHEREAS, The District wishes to provide data collection from VIA EVALUATION Inc. and to contract with VIA EVALUATION, Inc. to provide services for the data collection and evaluation.

WHEREAS, The Administration negotiated a Contract with VIA EVALUATION, Inc. for it to provide data collection- not to exceed an agreed upon fee of \$4,000 payable in two equal installments.

WHEREAS, The Contract shall be effective for a term commencing November 1, 2023 and ending June 30, 2024; 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 VIA EVALUATION, Inc. for the 2023-2024 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 CONSULTANT
VIA EVALUATION, INC.

THIS AGREEMENT, made this 21 day of DECEMBER 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 VIA EVALUATION, INC.: 325 Delaware Avenue, Suite 100. 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 VIA EVALUATION Inc. The District hereby engages VIA EVALUATION, Inc. as an independent contractor to render to the District professional services regarding implementation for the 2023-2024 School Year for planning, data collection and summarizing, and hereby accepts VIA EVALUATION, Inc. such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of VIA EVALUATION, Inc.

VIA EVALUATION, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services:

- a) Planning
- b) Data Collection
- c) Summarizing

All of the functions will be performed by the party of VIA EVALUATION, Inc.; 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. VIA EVALUATION Inc. shall not be an employee of the District. VIA EVALUATION, 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. VIA EVALUATION Inc. is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to VIA EVALUATION, Inc. Upon receipt of a payment invoice, the District shall pay VIA EVALUATION, Inc. for its services hereunder a sum not to exceed \$4,000, in two installments, in the amount of \$2,000, all payable to the order of VIA EVALUATION Inc. The first invoice shall be submitted on March 1, 2024. The second invoice shall be submitted on June 1, 2024. Invoices shall be submitted by VIA EVALUATION, Inc. on the dates herein stated. The first payment of \$2,000 will be after completion of professional evaluation services on March 1, 2024. The second payment of \$2,000 will be after completion professional evaluation services on June 1, 2024.

5. Indemnification. To the fullest extent permitted by law, VIA EVALUATION, 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, it's agents, servants and/or employees.

6. Taxes and Insurances. VIA EVALUATION Inc. 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. VIA EVALUATION Inc. 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 1, 2023 to June 30, 2024, 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 VIA EVALUATION, Inc. under this Agreement are unique and personal. Accordingly, VIA EVALUATION, Inc. party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire Agreement. This Agreement contains the entire agreement of the parties and may be modified or amended only in writing duly subscribed by the parties.

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

CONSULTANT

VIA EVALUATION INC.

Komani Lundquist Cedano,

CEO & Owner: VIA EVALUATION, INC.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

President, Board of Education

Russell Petrozzi

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays:

Approved.

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

APPROVAL OF AGREEMENT FOR PURCHASE OF SUBSCRIPTION SERVICES WITH SECURITAS TECHNOLOGY CORPORATION TO FURNISH, INSTALL, AND MAINTAIN EVOLV TECHNOLOGY WEAPONS SCREENING EQUIPMENT AT COMMUNITY EDUCATION CENTER (CEC) FOR THE PERIOD OF 2024 – 2028 (SG 1,2)

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 January 23, 2024 and terminating January 22, 2028; and

WHEREAS, The fee for this subscription shall be paid at a rate of \$3,367.00 for one (1). One unit be installed at the Community Education Center (CEC) for a period of (48) months, billed quarterly, and a one-time installation cost of \$3,290.77 for one (1) unit at the Community Education Center (CEC) billed at time of installation. Total installation and subscription amount to be paid is \$164,906.77 over 48 months; therefore be it

RESOLVED, That the Agreement for the lease 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.

Proposal 463311-18 11/15/2023 Page 1 of 20

Prepared For:

Niagara Falls Community Education Center - Niagara Falls, NY - Niagara Falls Community Education Center Evolv

Rebeca Holody

NIAGARA FALLS CITY SCHOOL DISTRICT

630 66TH ST

NIAGARA FALLS, NY, 14304 rhodoy@nfschools.net

Prepared By: Securitas Technology

Corporation

3800 Tabs Drive

Uniontown, OH 44685

David LeGault

Core Sales Consultant

(716) 804-3087 david.legault@securitas.com

Project Site:

Niagara Falls Community Education Center

6040 Lindbergh Avenue

Niagara Falls, NY, 14304

Niagara Falls School District – Niagara Falls Community Education Center - Evolv

The provided quote has been prepared via the Sourcewell Cooperative Purchasing, Securitas/Sourcewell contract # 030421-SCS.

Pricing breakdown:

Install monthly (X 48MTHS) Total cost (48MTHS)

Commercial book price: 00 \$5,009.00 \$240,432.00

Sourcewell book price: 00 \$4,059.83 \$194,871.84

Sourcewell with additional discount \$3,290.77 \$3,367.00 \$164,906.77

11/15/2023 Page 2 of 20

Evolv Scope of Work- Niagara Falls Education Center – 6040 Lindbergh

Ave, Niagara Falls, NY 14304

STANLEY CSS to furnish & install the following Evolv Technology screening equipment as described below,

and/or as referenced in the Concept of Operations as prepared and designed by STANLEY / Evolv Technology.

Equipment Description:

Delivery address – Niagara Falls Education Center – 6040 Lindbergh Ave, Niagara Falls, NY 14304

Contact Person – Director of Security Brian DalPorto 716 628 3221

Install location – main entrance

Required electrical outlet (supplied by customer) is in place for lane 1 configuration. Electrical outlet is located within 20 feet of Evolv Express.

- Quantity One (1) - Evolv Express Single Lane 2, Indoor
- Quantity One (1) - Express Operational Test Kit
- Quantity One (1) - DTR Tablet Battery Charger, 6-Slot

Installation:

System installation to include unpacking of units from crated shipping materials, system set-up, calibration, training, and on-site support for venue go-live on day 1 of operations. Equipment location shall be set as determined at time of site facility surveys, and/or Concept of Operations as developed by STANLEY and Evolv Technology and confirmed by Customer Team.

Work Schedule:

All work to be performed during normal business hours, at standard labor rates, Monday through Friday 8:00 a.m. to 4:30 p.m. Work conducted outside of normal business hours is subject to additional labor charges.

Proposal 463311-18 11/15/2023 Page 3 of 20

System Integrations:

This solution is stand alone and will not be integrated with any existing security systems. Any integrations into access control, video or other systems will be performed at an additional cost.

(If there are integrations required, a scope description detailing the related systems and any additional equipment, relays, etc that may be required for the integration will need to be written. Appropriate programming hours will also need be provided to complete)

Customer Site Requirements:

- Facility access at time of Installation and working area clear of furniture, debris.
- Availability of customer's identified support staff for system training on day of installation.
- Live 110V, unswitched power receptacle within 20' proximity of each unit – exact location/s must be determined prior to ordering equipment and scheduling installation.
- All electrical power, network requirements if applicable provided by others.

Notes/Clarifications:

- Proposal includes installation of equipment as listed in agreement, a 48-month Software and Remote Support subscription.
- No provision has been made for expedited shipping or installation, after hours work, holiday hours work, or prevailing wages. Customer responsible for additional charges incurred where any of these apply.
- No computer hardware is included within this scope of work
- No network required. Unit outfitted with 4G wireless communications capability.
- Shipping of units is at an additional cost and quoted as a separate line item determined by weight and final shipping location. This includes delivery to facility, however units will not be carried or lifted into final position by freight forwarder. Additional cost may be incurred for delivery of units beyond freight entrance.

Proposal 463311-18 11/15/2023 Page 4 of 20

Niagara Falls Community Education Center - 6040 Lindbergh Ave., Niagara Falls, NY 14304

Proposal 463311-18 11/15/2023 Page 5 of 20

1 Proposal Schedules:

1.1 Material Schedule:

Subcontracting & Cable Schedule

Categories

Qty

Unit

Price

Part Cables:

Additional Cables and Locks:

2 Service and Support Schedules:

Service and Support Schedule

Categories

Qty

Internal Part #

Monthly

Charges

Evolv Express Interior Single Lane 2 Standard

Mat Indoor Annual Subscription with a minimum of four years.

Subscription includes hardware and Parts Warranty (material only). Service requires Service and Subscription Service, set-up fee, shipping, and handling, Service Plan or Preventative Maintenance services priced separately. Pricing per Lane.

Annual Billing Required.

1 101-00304-01-WS-HL-ST

\$1,260.00

Annual Preventative Maintenance I - Intrusion

Scheduled Preventative Maintenance (PM)

(Mon - Fri, 8am - 5pm local time) may include a review of all initiating, indicating, audible, control devices and batteries of the equipment covered and listed under the terms of the contract. Components are typically visually inspected and tested for proper operation and functionality per the SES PM Checklist, which includes 30 minutes of travel time. PM service does not include national holidays, battery replacement(s), after hours or weekends, or lift/specialty rentals required to perform the PM. Repairs identified during the PM, additional travel time,

non standard business hours, return trips, and specialty rentals will be billed at standard time and material rates, unless covered under a SES Service Plan. Customer required to provide free and clear access to equipment and the ability to initiate and test devices as necessary to perform PM service.

1 PLAN A INT \$29.00

1

101-00304-01-SS-HL

\$1,728.00

Evolv Express Interior Single Lane Annual Software and Services with a minimum of four years. Subscription includes AI Enabled Software and Cloud based Data Analytics. Service requires Evolv equipment, set-up fee, shipping, and handling. Service Plan or Preventative Maintenance services priced separately. Pricing per Lane. Annual billing required.

Proposal 463311-18 11/15/2023 Page 6 of 20

Labor Only Service Plan 1 C OPTION A \$350.00

Plan coverage includes troubleshooting, diagnosis, adjustment and repair of non-functioning security system devices covered and listed per contract terms. Service is for repair labor purposes only and covers normal wear and tear. Coverage does not include parts, equipment, lift or specialty rentals, system upgrades, add ons, technology enhancements, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at SES prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends, or after hours service, which will be billed at SES prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Proposal 463311-18 11/15/2023 Page 7 of 20

3 Purchase Investment Summary:

Pricing Breakdown

Material Schedule: \$1,230.77

Labor Schedule: \$2,060.00

Subcontracting & Cable Schedule: \$0.00

Total: \$3,290.77

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule (Monthly per Location): \$3,367.00

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or inservice date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Annually for a period of 4 year(s).

This proposal is valid for 30 days

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

Proposal 463311-18 11/15/2023 Page 7 of 16

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety

to EMail: david.legault@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date: 01-23-2024

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

Company

NIAGARA FALLS CITY SCHOOL DISTRICT

Trade, partnership or corporate name if different

from above.

600 Mile Crossing Blvd, Suite 1A

630 66TH ST

Gates NY14624

Address

NIAGARA FALLS NY 14304

Address

David LeGault, Core Sales Consultant

Account Representative Name & Title

Rebeca Holody

Name & Title

Securitas Technology Corporation Management

Authorized Signature Date

Securitas Technology Corporation Management Signature Date

Proposal 463311-18 11/15/2023 Page 8 of 16

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is made and entered into on 11-15-2023 (the "Effective Date") by and between Securitas

Technology Corporation. with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 ("Company") and NIAGARA

FALLS CITY SCHOOL DISTRICT, with its principal place of business located at 630 66TH ST, NIAGARA FALLS, NY, 14304 (herein after referred to as Client").

1. System and Services.

Company agrees to sell, install, monitor and/or repair (collectively and individually referred to as "Services") security systems and the components comprising such systems (collectively and individually referred to as "System(s)") as described in an "Ordering Document", which

can include but is not limited to a Schedule of Service and Protection, Schedule of Installation and Services, purchase order or statement of work, as accepted by Company during the term of this Agreement and at various premises of Client. Each Ordering Document, once submitted

by Client and accepted by Company, will become part of and governed by this Agreement. If there is no service plan provided for in the Ordering

Document, then service will be provided on a time and material basis during the hours of 8:00 a.m. to 5:00 p.m. (local time to where the work is

performed) Monday through Friday, excluding Company holidays ("Company's Normal Working Hours"), at Company's then current rates. The terms of this Agreement shall apply only to Systems and Services at locations identified on an Ordering Document under this Agreement. If

Client has existing agreements related to Companyprovided Systems and/or Services, the terms and conditions of this Agreement shall cancel and supersede all such prior agreements, whether oral or written. Any Ordering Documents under those agreements shall now be governed by the terms and conditions of this Agreement.

2. Term, Renewal, and Expiration.

This Agreement is effective as of its execution date and, for use of the System and services, shall have an initial term beginning on the date the System first becomes operational and expiring on the last day of the calendar month forty-eight (48) months after the Effective Date (the "Initial

Term"). Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive

one (1) year terms, except where prohibited by applicable law, in which case the Agreement will renew from month to month (any such term a "Renewal Term"), unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the Renewal Term. This Agreement shall control all new locations specified in any Ordering Document for a period of forty-eight (48) months from the date the System first becomes operational and expiring on the last day of the calendar month forty-eight (48) months thereafter and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the expiration date of the thencurrent Initial Term or Renewal Term. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of Company and the Client, as to the providing of services to any such Ordering Document locations.

3. Acceptance and Transfer of Title.

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

Title, risk of loss, and the right to use a System will pass to Client upon Client's Acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Client. Client will be deemed to have accepted the Systems provided hereunder according to the following ("Acceptance"):

A. Acceptance of Installed Systems. For an installed System, Client shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the System(s) and Company's determination that the System is in operable condition, capable of functioning according to Company's standards and specifications, and communicating with Company's central station(s)/monitoring center(s) (collectively "Client Service Center" or "Center") (if applicable) to accept the System (the "Acceptance Period").

If Client accepts the System, Client shall execute Company's Certificate of Completion or other user acceptance document (each a "COC"). If

the System does not materially comply with the Ordering Document, Client may deny Acceptance by providing a written notice specifying in detail the reasons the System fails to meet the relevant criteria ("Deficiency Notice"). Company will correct any material deficiencies and will retender the System to Client for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Company corrects all material deficiencies and the System materially complies with the Ordering Document. If no Deficiency Notice is received by Company within the Acceptance Period, or if the System is utilized for purposes other than testing, regardless of whether Client executes Company's COC, the System shall be deemed accepted by Client. Company shall have no obligation to allow return or grant a refund for any part of a System that has been accepted by Client.

B. Acceptance of Shipped Orders (no installation included). For a shipped order that does not include installation (a.k.a. a box sale), Client's

Acceptance shall be deemed to occur, and title and risk of loss shall transfer to Client, upon the System being shipped from Company's shipping point to Client's location.

4. Payment and Pricing Adjustments.

A. Payment. Client agrees to pay Company:

Page # 12 of 20

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

i. for the sale and installation of the System as provided in the applicable Ordering Document;

ii. for any System that is not purchased outright (a "Leased System"), Client acknowledges that the cost of the Leased System and installation labor is incorporated into the monthly fees set forth on the Ordering Document. Following the expiration of the Initial Term of the relevant Ordering Document, Client may contact Company to request a buy-out of the Leased System, whereby ownership of the Leased System would be transferred to Client, and to renegotiate the monthly fee. Unless and until a buy-out occurs, Company retains ownership of a Leased System. Client hereby authorizes Company to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Client's behalf and to file such documents in all places where necessary to perfect Company's interest in the Leased System. Client agrees to execute any such instruments as Company may request from time to time;

iii. for the monitoring, servicing and/or repairing of the System as provided in an Ordering Document, commencing from the date of Client's Acceptance; and

iv. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due forty-eight (48) months, in advance, commencing from the first day of the month following the date of Client's Acceptance.

B. Payment Terms, Collections. Payments are due thirty (30) days from the invoice date. Failure to pay amounts when due shall give Company the

right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. Should Company be

required to retain an attorney or file suit with respect to collection of any amounts due, Client shall be responsible for payment of Company's attorney fees and expenses related to such collection efforts. Company reserves the right, upon seven (7) days written notice

to Client, to suspend all services while Client's account is delinquent.

C. Progress Billing. If the price of a single project exceeds fifty thousand dollars (\$50,000.00), Company shall have the right to submit invoices for progress payments based on percentage of work completed for such project.

D. Pricing Adjustments. Company shall have the right to make any or all of the following pricing adjustments subject to the limitations set forth

below:

i. Client agrees that at any time following expiration of (12) months from the Effective Date of this Agreement or from the date of Client's Acceptance of a System at a new location, Company may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Company increases the monthly charges by an amount greater than nine percent (9%), Client's sole remedy with respect to such increase is to terminate this Agreement upon written notice to Company within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Client of the increase.

ii. Company reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to equipment, fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI.

iii. Company reserves the right to increase any pricing, after an Ordering Document is executed, to the extent that the price to Company of such item has been increased by Company's supplier. Client's sole remedy with respect to such an increase is to cancel the subject Ordering Document.

5. Miscellaneous Charges and Increase in Charges.

Page # 13 of 20

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

A. The prices given to Client are exclusive of taxes and Client shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any

increases in charges to Company for facilities required for transmission of signals under this Agreement.

B. At Company's option, a fee may be charged for any unnecessary service run or false alarm. If either Client or Company is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Client shall pay the full amount of such fine or penalty.

If, following an investigation at Client's request, it is mutually agreed that a false alarm was caused by Company, the amount of the fine

or penalty paid by Client shall be credited to Client's account. Should the System excessively signal Company's monitoring facility as a result of any cause other than Company's sole negligence, Client authorizes Company to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.

C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Company may immediately increase its monthly charges to reflect such increased line charges for the Client facility covered by this Agreement. Client shall also pay any telephone company toll line charges incurred by the operation of the System.

D. Installation charges set forth in an Ordering Document assume installation will be performed during Company's Normal Working Hours and using its own personnel. If Client requests the installation or any part thereof to be performed outside of Company Normal Working Hours,

or by Client specified contractors, or if Company's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any governmental agency, or any updated technology standards (including but not limited to cellular signal sunset), require any changes in

the System originally installed for compliance requirements and/or continued functionality, Client agrees to pay for such changes. It is Client's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document.

Should Client request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at Company's initial survey and for delays other than caused by Company will be borne by Client at Company's then current rates.

G. Client shall pay the greater of (i) any penalties or charges incurred by Company; (ii) \$25.00, or (iii) the maximum amount permitted by law; in relation to any not-sufficient-funds (NSF) check submitted by Client.

H. Invoices to Client shall be provided electronically unless otherwise requested by Client. A nominal fee, not to exceed three dollars (\$3.00), may be charged for each paper invoice mailed.

I. Company may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

6. Liquidated Damages and Company's Limits of Liability.

A. THE PARTIES AGREE THAT (I) COMPANY IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS

ONLY; (II) THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY LOCATED ON CLIENT'S PREMISES; (III) COMPANY IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY COMPANY, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO COMPANY'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (V) COMPANY IS NOT AN INSURER; AND (VI) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CLIENT'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CLIENT. CLIENT UNDERSTANDS THAT (A) IT IS CLIENT'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) COMPANY OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND/OR SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY CLIENT AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS AGREEMENT SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.

B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION

OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM COMPANY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.

C. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

D. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

E. BECAUSE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO CLIENT'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ANY SERVICE PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.

F. WITH RESPECT TO LEASED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A

CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY COMPANY'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER

SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

G. THIS SECTION 6 SHALL APPLY TO ANY OTHER COMPANY OR ENTITY, AND THE WORK IT PERFORMS, WHICH FURNISHES, AS A SUBCONTRACTOR OR OTHERWISE, ANY INSTALLATION, REPAIRS, MAINTENANCE, MONITORING OR OTHER SERVICES PROVIDED HEREUNDER.

7. Limited Equipment Warranty.

A. Where Client purchases a System under this Agreement, unless Client has purchased a service plan that commences from the date of installation, Company warrants to Client that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Company's sole option, free of charge. Warranty repair is provided during Company's Normal Working Hours. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions, alternations, abuse, misuse or tampering of the System by the Client (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Company or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Client's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Company. If inspection by Company fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and Company's regular service charges will apply.

B. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, COMPANY MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF , FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR QUIET ENJOYMENT AND AN WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. COMPANY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

C. STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE

WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Software License.

Client's use of any computer application, program, and/or documentation (collectively "Software") provided hereunder is owned by Company,

its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions, and is governed by the terms and conditions of any license included in or with such software (including but not limited to a click-wrap or shrink-wrap agreement) or as appears on a web site as of the date that the Client signs the Ordering Document referencing this Agreement. If Client does not agree to abide by such terms, then Client should not install or use such Software. Any breach of this Agreement will automatically terminate the Client's right to use the software. Client may not copy the software other than in accordance with the terms and conditions of the applicable end user software license agreement. Client may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Client acknowledges that any breach of this Section 8 shall result in irreparable injury to Company for which the amount of damages would be unascertainable. Therefore, Company may,

in addition to pursuing any and all remedies provided by law, seek an injunction against Client from any court having jurisdiction, restraining any violation of this Section 8.

9. Further Obligations of Client.

A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Company's requirements, and telephone company interconnection jacks, if required.

B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with

System(s) installed by Company, nor shall Client permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Company due to Client's breach of the foregoing obligations, Client will pay Company for such work in accordance with Company's then current prevailing charges.

C. For those premises where Company is to provide monitoring services, Client shall be solely responsible for providing to and updating Company with the information required to provide the services hereunder, including but not limited to a list of the names, Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

titles, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information ("Action Plan"). Client agrees that telephone calls and video received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Company. Client consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.

D. Client is solely responsible for activating any intrusion alarm System at such times as Client shall close its premises. Client shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Company any claimed inadequacy in, or failure of, any System.

E. Client shall permit Company access to the premises for any reason arising out of, or in connection with, Company's rights or obligations under this Agreement.

F. At any time during the Initial Term of this Agreement or any Renewal Term, Company may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Company, Client shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Company (if Company is able to do so) on a time and materials basis.

G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Company, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a Leased System).

H. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Client shall indemnify and hold Company harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Company's inability to recover Leased System components when Client moves out of the premises.

I. For those premises where Company is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Client warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Client's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Company's signaling devices. Client further agrees to furnish any necessary water through Client's meter and at Client's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

J. For those premises where the System transmits video Client shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

K. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.

L. Client represents that, except to the extent it has given Company written notice prior to the execution of this Agreement, (i) the work and/or

services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Client) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Company's reasonable control and Company shall not start, or continue, to perform its work under this Agreement until Client has remedied the unsafe or unlawful condition at Client's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT

DISCLOSED SUCH MATERIALS TO

COMPANY). Client further represents that it is not subject to any economic or trade sanctions and will immediately notify Company if it becomes subject to such sanctions, in which event Company shall be entitled to immediately terminate this Agreement.

10. Obligations of Company; Limitations.

Page # 17 of 20

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, endemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a "Force Majeure"). Company will not be required to perform installation or supply service to Client while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.

B. For those premises where monitoring service is provided, Company, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), follow the Action Plan. If no Action Plan is in place, Company shall make a reasonable effort to notify Client and/or the pertinent authorities of the alarm, with the exception that Company shall clear the alarm signal if, through video or audio verification, Company determines an emergency does not exist.

C. Company reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Client requires phone notification for non-emergency signals, Client agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Client.

D. Company may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Company and Client are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Company reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Client consents to the tape and video recording of telephonic and video communications between Client's premises and Company, and Client will inform its employees and third parties that such recordings are authorized. If Client's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Client agrees to subscribe to such service if provided by Company, or otherwise comply with such requirements, and an additional fee may apply for such services.

E. If a service plan or software support option is purchased by Client, Company will provide and install software updates during Company's Normal Working Hours, as they become commercially available. Software updates that do not apply to the Client's current operations, as determined by Company and the OEM, will not be installed by Company. Software upgrades shall be made available for purchase. In the event the Client elects to have someone other than Company install a software update or upgrade, Client shall assume any and all liability for damage caused pursuant to the installation. Service and updates for third party software not supplied by Company are excluded from this Agreement.

11. Communication Limitations.

A. Client understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center there may be times when that communication method is not able to transmit signals and Company will not receive alarm signals. Digital communicators use standard telephone lines and Company does not receive signals when the telephone systems become non-operational or the telephone line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, or any Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Client understands that Company offers several levels of communication methods of alarm signals to the Client Service Center and that the services described on the Ordering Document have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Company's control and are maintained and serviced, solely by the applicable carrier or provider. Client agrees to reimburse Company for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Client agrees to notify Company if Client has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

B. For those premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.

C. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Company's agents, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

D. Company shall not be responsible for the replacement of equipment or parts no longer commercially available to Company.

12. Title to Equipment and Use of Leased Equipment.

A. If Client purchases a System, Client agrees that Company retains a security interest in the System until the full purchase price is paid.

Page # 18 of 20

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

B. Any Leased System installed on the Client's premises shall at all times remain solely the property of Company and Client agrees not to permit the attachment thereto of any equipment not furnished by Company. It is further understood and agreed that Company may remove, disable, or abandon all or any part of the Leased System, including all wiring installed by Company upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal, disablement, or abandonment shall not be held to constitute a waiver of the right of Company to collect any charges which have accrued hereunder. Client shall have no right, title or interest in the Leased System outside of the leasehold interest created by the Ordering Documents.

C. Client shall keep all Leased Systems at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Client shall give Company immediate notice of any such attachment or other judicial process affecting any of the equipment. Without Company's written permission, Client shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Company's prior written consent, then all the new equipment shall become equipment owned by Company subject to this Agreement and the applicable Schedule.

13. Termination.

A. Company may terminate this Agreement:

i. Immediately, upon written notice, in the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written notice by Company of such default. If Company terminates under this Section 13(A)(i), the balance of all monies due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii. immediately, upon written notice, in the event the Client Service Center, the telephone lines, wires, or Company's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or

iii. as provided in Section 2 relating to expiration. B. Client may terminate this Agreement:

i. immediately, upon written notice for any individual location in the event the Client location is, by any cause beyond the control of Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such location;

ii. if Company materially breaches this Agreement, and such material breach is not cured within thirty (30) days of written notification by Client of such material breach;

iii. as provided in Section 2 relating to expiration. C. In the event of any termination under this Section 13,

i. if Client is using Leased Equipment, Client must pay Company all payments remaining to be made under this Agreement through its scheduled expiration;

ii. Client shall permit Company access to Client's premises in order to deactivate any signaling device, and/or to remove or disable the System pursuant to Section 12;

iii. written notification by facsimile, U.S. mail or by courier shall be acceptable.

D. The provisions that by their express terms or nature continue and surviving, including the payment and taxes terms, the limitation on liability,

consequential damages waiver, warranty disclaimer, insurance and waiver of subrogation, severability and savings, jury trial waiver, entire agreement and governing law provision, will survive any termination, expiration or cancellation of this Agreement.

14. Assignment.

This Agreement and the rights hereunder are not assignable by the Client, except upon written consent of Company first being obtained.

Company shall have the right to assign its rights under this Agreement without the consent of, but with notification to, the Client. Any attempted assignment in violation of this Section 14 is void.

15. Subcontracting.

Company may, in its sole discretion, subcontract any of Company's obligations under this Agreement.

16. Insurance and Waiver of Subrogation.

Page # 19 of 20

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

Client shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Client

may sustain in security-related incidents. Client shall look solely to its insurer for recovery of security incident related losses and hereby waives

any and all claims for such losses against Company. Client agrees to obtain insurance permitting said waiver without invalidating coverage.

Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

17. Severability and Savings.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

18. Non-Solicitation.

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not

to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of

the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the nonbreaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount

of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the nonbreaching party. Solicitation through advertisements directed at the general public or through independent recruiters who contact a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

19. Electronic Signature.

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

20. Choice of Law.

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. Waivers.

A. Jury Trial Waiver. Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.

B. Terrorism Waiver. In no event will either Party or its insurers be liable to the other Party for loss or damage arising from or related to any acts of terrorism. The Parties intend for this waiver to "flow down" to their respective contractors.

22. Confidentiality

A. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party nonpublic

information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that the receiving party knows or reasonably should know is confidential to the disclosing party or its affiliates, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party.

B. Non-Disclosure. The receiving party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

Securitas Technology Corporation (f/k/a Stanley Convergent Security Solutions, Inc.) License Information:

<https://www.securitastechnology.com/licenses>

Securitas Technology Corporation Master Services Agreement Rev.

03/07/2023

C. Return or Destruction. On the expiration or termination of this Agreement, the receiving party shall, to the extent practicable, promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

23. Miscellaneous

A. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement, which shall be considered as a whole.

B. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."

C. Any written notifications to Company shall be directed to 3800 Tabs Drive, Uniontown OH 44685, Attn: Counsel. Any written notifications to Client shall be directed to the address identified in the first paragraph of this Agreement.

24. Entire Agreement.

This Agreement, including any attached Ordering Documents and Exhibits (which are incorporated by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to such subject matter. This Agreement may not be changed, modified, or varied except in a writing that both identifies itself as an amendment to this Agreement and is signed by an authorized

representative of Company. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. Client hereby acknowledges that Client has read this entire Agreement and agrees to be bound by all its terms and conditions.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

Company is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. Company shall provide Client a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Company shall thoroughly instruct Client in the proper use of the alarm system. Company reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, Company must provide notice to Client and record the lien and/or payment bonds (if applicable) in accordance with California law. Client has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied. California License # of Sales Agent (if applicable): _____

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this agreement by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION Client: NIAGARA FALLS CITY SCHOOL DISTRICT

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

APPROVAL OF PAYMENT No. 5 TO CIR Electrical Construction Corp. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$17,850.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$892.51; and

WHEREAS, The amount of payment the District will issue shall be \$17,850.00 less the required 5% retainage (\$892.51) as outlined in the contract, \$16,957.49; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$16,957.49 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

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

**APPROVAL OF PAYMENT NO. 5 TO DV BROWN & ASSOCIATES, INC. FOR HVAC
WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL
IMPROVEMENT PROJECT (CIP) (SG 3)**

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$387,600.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$19,380.00; and

WHEREAS, The amount of payment the District will issue shall be \$387,600.00 less the required 5% retainage (\$19,380.00) as outlined in the contract, \$368,220.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$368,220.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 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 Grants Finance.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved.

REVIEW OF THE PROPOSED POLICY(IES)

Motion to waive 30 day table by Mr. Bass, seconded by Mr. Vilardo.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved

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

7.01 Workplace Violence

6123

SUBJECT: WORKPLACE VIOLENCE PREVENTION

The City School District of the City of Niagara Falls New York Workplace Violence Prevention Policy Statement

The City School District of the City of Niagara Falls New York (Hereinafter Niagara Falls City School District or NFCSD) is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our District, staff, and students. Threats, threatening behavior, or acts of violence against Niagara Falls City School District employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as students, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Authorized Employee Representative(s) will, at a minimum, be involved in:

The evaluation of the physical environment;

The development of the Workplace Violence Prevention Program and;

The review of workplace violence incident reports at least annually to identify trends in the types of incidents in the workplace and review of the effectiveness of the mitigating actions taken.

All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification.

All Niagara Falls City School District personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received.

Designated Contact Person:

Name: Maria Massaro

Title: Administrator for Human Resources

Department: Human Resources

Adoption Date

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT

Overview

The City School District of the City of Niagara Falls is committed to the safety and security of its employees. Workplace violence presents a serious occupational safety hazard. The goal of this policy is to promote the safety and well-being of all people in the workplace.

Acts of violence against any employee where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for: helping to create an environment of mutual respect for each other, as well as students, parents, and other visitors; following all applicable documents; and for assisting in maintaining a safe and secure work environment.

This policy was developed in consultation with the authorized employee representative(s) and is designed to meet the requirements of New York State Labor Law.

Definitions

For purposes of this policy, the following definitions apply:

a) "Authorized employee representative" means an employee authorized by the employees or the designated representative of an employee organization recognized or certified to represent the employees pursuant to Article 14 of the Civil Service Law, the Public Employees' Fair Employment Act.

b) "Imminent danger" means any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of the danger can be eliminated through the enforcement procedures.

c) "Retaliatory action" means the discharge, suspension, demotion, penalization, or discrimination against any employee, or other adverse employment action taken against an employee in the terms and conditions of employment.

d) "Serious physical harm" means physical injury which creates a substantial risk of death, or which causes death or serious and protracted disfigurement, protracted impairment of health, or protracted loss or impairment of the function of any bodily organ or a sexual offense as defined in Penal Law.

e) "Serious violation" means a serious violation of the public employer workplace violence prevention program is the failure to:

1 . Develop and implement a program;

(Continued)

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

2. Address situations which could result in serious physical harm.

f) "Supervisor" means any person within the District who has the authority to direct and control the work performance of an employee or who has the authority to take corrective action regarding the violation of a law, rule, or regulation to which an employee submits written notice.

g) "Workplace" means any location away from an employee's domicile, permanent or temporary, where an employee performs any work-related duty in the course of their employment by the District.

What is Workplace Violence

Workplace violence is any physical assault or acts of aggressive behavior occurring where an employee performs any work-related duty in the course of their employment including, but not limited to:

a) An attempt or threat, whether verbal or physical, to inflict physical injury upon an employee;

b) Any intentional display of force which would give an employee reason to fear or expect bodily harm;

c) Intentional and wrongful physical contact with an employee without their consent that entails some injury;

d) Stalking an employee with the intent of causing fear of material harm to the physical safety and health of the employee when the stalking has arisen through and in the course of employment.

Workplace violence may be committed by:

- a) Other employees;
- b) Former employees;
- c) Students;
- d) Parents;
- e) Visitors;
- f) Individuals who have no connection to the workplace, but enter to commit a robbery or other crime; or

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

- g) An individual who has a personal relationship with an employee.

Prohibited Conduct

The District prohibits workplace violence and will not tolerate violence, threats of violence, or intimidating conduct in the workplace.

Workplace Violence Prevention Advisory Committee

The District will establish a Workplace Violence Prevention Advisory Committee that will meet periodically throughout the year. The purpose of the Workplace Violence Prevention Advisory Committee is to assist the District in coordinating its efforts to comply with its responsibilities related to workplace violence prevention, including overseeing the development and maintenance of the District's Workplace Violence Prevention Program (WVPP).

The Workplace Violence Prevention Advisory Committee will include:

- a) The Workplace Violence Prevention Coordinator;
- b) All authorized employee representatives;
- c) The Chief Emergency Officer.

It may also include one or more representatives from the following groups:

- a) District-wide school safety team;
- b) The building level emergency response team(s);
- c) District/building administrators;
- d) Teachers, including at least one special education teacher; and
- e) Other District staff.

Workplace Violence Prevention Coordinator

The District has designated the following District employee to serve as its Workplace Violence Prevention Coordinator:

*Name

Title,

Department,

Telephone number

Email address

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

The Workplace Violence Prevention Coordinator convenes and coordinates the activities and plans of the Workplace Violence Prevention Advisory Committee. The Workplace Violence Prevention Coordinator is also responsible for answering employee questions about this policy and related materials, as well as receiving workplace violence incident reports.

Authorized Employee Representatives

Authorized employee representatives will participate on the Workplace Violence Prevention Advisory Committee. Other responsibilities of the authorized employee representatives include, but are not limited to:

- a) Participating in the development and implementation of this policy.
- b) Evaluating the physical environment.
- c) Developing the WVPP.
- d) Reviewing workplace violence incident reports at least annually to identify trends in the types of incidents reported, if any.
- e) Reviewing the effectiveness of the mitigating actions taken.
- f) Reporting violations of the District's WVPP.

Reporting Workplace Violence

The District has established and implemented a reporting system for incidents of workplace violence. If there is a developing pattern of workplace violence incidents which may involve criminal conduct or a serious injury, the District will attempt to develop a protocol with the District Attorney or police to ensure that violent crimes committed against employees in the workplace are promptly investigated and appropriately prosecuted. The District will provide information on these protocols and contact information to employees who wish to file a criminal complaint after a workplace violence incident.

All employees and authorized employee representatives are responsible for providing written notice to a supervisor or Workplace Violence Prevention Coordinator of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received. Reports of workplace violence must be made in writing. All reports must be immediately forwarded to the Workplace Violence Prevention Coordinator.

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

Written notice is not required where imminent danger exists to the safety of a specific employee and the employee reasonably believes in good faith that reporting to a supervisor or the Workplace Violence Prevention Coordinator would not result in corrective action.

After the District receives notice, the District will be afforded a reasonable opportunity to correct the activity, policy, or practice. The District will immediately respond to all reported incidents of violence or threatening behavior upon notification.

In addition to complying with the reporting requirements in this policy, District employees must comply with all other applicable reporting requirements contained in any District policy, regulation, procedure, collective bargaining agreement, or other document such as the District's Code of Conduct.

Inspections by the Commissioner of Labor

At the Request of an Employee or Authorized Employee Representative

If the District has been given notice and opportunity to resolve the activity, policy, or practice and the employee or authorized employee representative still believes that a serious violation of the WVPP remains, or that an imminent danger exists, the employee or authorized employee representative may request an inspection by notifying the Commissioner of Labor of the alleged violation or danger. The notice and request will be in writing, describing with reasonable particularity the grounds for the notice, and be signed by the employee or authorized employee representative. A copy of the written notice will be provided by the Commissioner of Labor to the District or the person in charge no later than the time of inspection, except that on the request of the person giving the notice, the person's name and the names of individual employees or authorized employee representative will be withheld.

A District representative and an authorized employee representative will be given the opportunity to accompany the Commissioner of Labor during an inspection for the purpose of aiding the inspection. Where there is no authorized employee representative, the Commissioner of Labor will consult with a reasonable number of employees concerning matters of safety in the workplace.

The authority of the Commissioner of Labor to inspect a premises pursuant to an employee complaint will not be limited to the alleged violation contained in the complaint. The Commissioner of Labor may inspect any other area of the premises in which they have reason to believe that a serious violation of the workplace violence prevention law exists.

Initiated by the Commissioner of Labor

The Commissioner of Labor may inspect any premises occupied by the District if they have reason to believe that a violation of the workplace violence prevention law has occurred. The current Public Employee Safety and Health (PESH) administrative plan will be used for the enforcement of the workplace violence prevention law, including a general schedule of inspection, which provides a rational administrative basis for the inspection.

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

Workplace Risk Evaluation and Developing a Workplace Violence Prevention Program (WVVP)

The District will engage in a process of workplace evaluation designed to identify the risks of workplace violence to which employees could be exposed.

The District will then develop and implement a written WVPP to prevent, minimize, and respond to any workplace violence. The Workplace Violence Advisory Committee, which includes all authorized employee representatives, will oversee and participate in the development of the WVPP. During the development process, the authorized employee representative(s) will provide input on those situations in the workplace that pose a threat of workplace violence.

The WVPP will include the following:

- a) A list of the risk factors identified in the workplace evaluation.
- b) The methods the District will use to prevent incidents of workplace violence. Examples include, but are not limited to:
 - 1. Making high-risk areas more visible to more people;
 - 2. Installing good external lighting;
 - 3. Using drop safes or other methods to minimize cash on hand;
 - 4. Posting signs stating that limited cash is on hand;
 - 5. Providing training in conflict resolution and nonviolent self-defense responses; and
 - 6. Establishing and implementing reporting systems for incidents of aggressive behavior.
- c) A hierarchy of controls to which the program will adhere as follows: engineering controls, work practice controls, and personal protective equipment (PPE).
- d) The methods and means by which the District will address each specific hazard identified in the workplace evaluation.
- e) A system designed and implemented by the District to report any workplace violence incidents that occur in the workplace. The reports must be in writing and maintained for the annual program review.
- f) A written outline or lesson plan for employee program training.

SUBJECT: WORKPLACE VIOLENCE PREVENTION POLICY STATEMENT (Cont'd.)

g) A plan for program review and update on at least an annual basis. This review and update will detail any mitigating steps taken in response to any incident of workplace violence.

Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)

The District will not take retaliatory action against any employee because the employee exercises any right accorded to them under this policy.

Training

At the time of hire and annually thereafter, all employees will participate in the District's workplace violence prevention training program.

Notification

This policy will be posted where notices to employees are typically posted. The District will make its WVPP available to employees, authorizes employee representatives, and the Commissioner of Labor upon request and in the work area.

Whenever significant changes are made to the WVPP, the District will provide relevant information to affected employees.

Labor Law Section 27-b

12 NYCRR Section 800.6

NOTE: Refer also to Policies #3410 Code of Conduct

#3411 --- Prohibition of Weapons on School Grounds

#3412 --- Threats of Violence in School

#3420 -- Non-Discrimination and Anti-Harassment in the District

#3421 Title IX and Sex Discrimination

#5681 -- School Safety Plans

#5684 -- Use of Surveillance Cameras in the District on School Buses

- Exposure Control Program

#6121 -- Sexual Harassment in the Workplace

#6122 -- Employee Grievances

#7350 -- Use of Timeout and Physical Restraint

#7360 Weapons in School and the Gun-Free Schools Act

Adoption Date

Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,

Mr. Paretto, Mr. Vilardo, Mr. Petrozzi

Nays:

Approved.

Policy tabled on a motion Mr. Bilson by seconded by Mr. Vilardo.

Action: 7.02 7130 Entitlement To Attend -- Age And Residency

7.02 7130 ENTITLEMENT TO ATTEND -- AGE AND RESIDENCY

2024

7130

1 of 2

Students

SUBJECT: ENTITLEMENT TO ATTEND -- AGE AND RESIDENCY

All persons residing within the District who are between the ages of five years and 21 years and who have not received a high school diploma are entitled to enroll in the District.

A student who becomes six years of age on or before the first of December in any school year will be required to attend full-time instruction from the first day that the District schools are in session in September of that school year. A student who becomes six years of age after the first of December in any school year will be required to attend full-time instruction from the first day of session in the following September. Each student will be required to remain in attendance until the last day of session in the school year in which the student becomes 16 years of age. **Additionally, any student from 16 to 17 years of age who is not employed is required to attend full-time instruction until the end of the school year in which the student turns 17 years of age.*

Evidence of a prospective student's age and residency must be presented in the form as is permitted by state and federal law and regulation.

Determination of Student Residency

Residence is established by a child's physical presence as an inhabitant within the District and his or her intent to reside in the District.

A child's residence is presumed to be that of his or her parents or legal guardians. Where a child's parents live apart, the child can have only one legal residence. In cases where parents have joint custody, the child's time is essentially divided between two households, and both parents assume responsibility for the child, the decision regarding the child's residency lies ultimately with the family. Where parents claim joint custody, but do not produce proof of the child's time being divided between both households, residency will be determined on the basis of the child's physical presence and intent to remain within the District.

The presumption that a child resides with his or her parents or legal guardians may be rebutted upon demonstration that custody of the child has been totally and permanently transferred to another individual. The District will not acknowledge living arrangements with persons other than a child's parents or legal guardians which are made for the sole purpose of taking advantage of the District's schools.

The presumption that a child resides with his or her parents or legal guardians may also be rebutted upon demonstration that the child is an emancipated minor. To establish emancipation, a minor may submit documentation of his or her means of support, proof of residency, and an explanation of the circumstances surrounding the student's emancipation, including a description of the student's relationship with his or her parents or persons in parental relationship.

****District Option***

Undocumented Children

Undocumented children are entitled to attend the District's schools, provided they meet the age and residency requirements established by state law. Consequently, the District will not request on any enrollment or registration form, in any meeting, or in any other form of communication, any documentation or information regarding or tending to reveal the immigration status of a child, a child's parent(s), or the person(s) in parental relation. In the event the District is required to collect certain data, it will do so after the child has been enrolled or registered; in no instance will the information be required as a condition of enrollment or continued attendance.

Children of Activated Reserve Military Personnel

Students temporarily residing outside the boundaries of the District, due to relocation necessitated by the call to active military duty of the student's parent or person in parental relation, will be allowed to attend the public school that they attended prior to the relocation. The District is not required to provide transportation between a temporary residence located outside the District and the school the child attends.

Education Law Sections 310, 906, 3202, 3205, 3214, and 3218
Family Court Act Section 657
8 NYCRR Section 100.2(x) and (y)

NOTE: Refer also to Policies #7131 -- Education of Students in Temporary Housing
#7132 -- Non-Resident Students

Adoption Date

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**
Nays:
Approved.

Information and Reports

Public Comment on Non-Agenda Items

Dr. Tina Gregory Schultz, Candlewood Dr. Lockport and Mr. Michael Barksdale, 2217 Independence Ave., spoke on behalf of their group, Niagara Community education Group, regarding a reading program they like designed by Mr. Weaver of California. They desire to help the District support increased reading achievement.

SUPERINTENDENT'S COMMENTS

1. Addressing Dr. Schultz and Mr. Barksdale, Mr. Laurie has a meeting February 13 with Mr. Weaver. He would welcome a pre-meeting the Niagara Community Education Group prior to that meeting, to make the best use of his limited time with Mr. Weaver.
2. Staff have been donating gifts, clothing, and food to families; thank you.
3. LSHS Alumni Assoc Joanne King Simon, has "adopted" LPS, CES, GJM, and 79th Street school families and will be offering scholarships, too. Many thanks.
4. The McKinney Vento Team, in coordination with Wegmans, has visited 90 homes today with food.
5. NCCC Credit Union has donated hats, gloves, mittens, and coats to students at Bond and Abate schools.
6. Mitten Project of Grand Island donated homemade mittens with the help of Jen Mentor and John Duke Senior Center Director Sue Paretto.
7. Schools close tomorrow to January 2. NFHS auxiliary gym floor is being refinished; air handling work as well. CES is having work done on the gym floor and will receive a new stage curtain as well.
8. Remaining Cleartouch Boards disseminated in January 2, 2024.
9. Gov Hochul announced Teacher Residency grants for teachers with Bachelor's degrees. Each of 28 individuals will be able to access about \$24,000 each toward Masters while substitute teaching in our District.
10. Regents week is in January; these assessments will count toward students' goals.
11. At the January board meetings, the Board will see the preliminary budget projections for the 2024/2025 budget

12. In January, there will also be a resolution allowing families of students at Bond School the opportunity to take NCCC college courses in the neighborhood free of charge.
13. There have been many concerts at schools and tonight the NFHS boys basketball team is in South Carolina competing.
14. The Harlem Wizards will be in the District January 13
15. Happy holidays.

BOARD MEMBER COMMENTS:

Members offered holiday greetings.

Mr. Cancemi: congratulated Mr. Bass on his work on the NFFD Toy Telethon.

Mr. Bilson: addressed the public comment speakers, discussing social media, declining scores, digital distractions, the pandemic impact, parental involvement, screen vs. book reading, etc. He is interested in their concerns.

Adjournment

Motion to exit executive session and adjourn at 8:46 p.m. on a motion by Mr. Vilardo seconded by Mr. Paretto in memory of the following, recently deceased persons:

John Gabriele, father of Joanne Washcalus (Instructional Coach) and Patti Gabriele (NFHS) and grandfather of Stosh (Lindsay, GJ Mann) Kajfasz (NFHS)

Thomas Heim, brother of District Clerk Judie Glaser.

William LaChance father of Amanda LaChance, physical education teacher at Kalfas and uncle to Noelle Gaetano, dean of students at LaSalle Prep School.

Rozanne Muto aunt of Kathy & Julian Urban

Leon Nix, Jr., son of retired district employee Adrienne Bedgood, nephew of Bond Primary School Pre-K teacher Gloria Bedgood, great-nephew of Clara Dunn.

Gabriel Porto, retired art and photography teacher at NFHS.

John Ruffolo, brother of retired Purchasing Agent Marie Maynard, uncle of Kelly Maynard, Ed (Kimberly) Maynard and Nick (Angela) Ruffolo.

Kurt & Monica Villani, cousin of teacher Miquel Carey.

All in favor.

**Ayes: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays: None

Adjourned.

Respectfully submitted,
Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: January 11, 2024

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:39 p.m.

MEMBERS PRESENT: Mr. Bilson, Mr. Cancemi, Mr. Kudela, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. Bass, Mr. Capizzi, Mrs. Dunn. Mr. Paretto (excused)

Capital Projects Update/Building Conditions Survey: Presented by Mr. Smeal, Mr. Schwertfager, Mr. Lowe, Mr. Zagafos, Mr. Dowling, CPL; BBC

ABOFA: Bids are due Tuesday, January 16th at 2:00pm

Kalfas: four of seven systems are complete. Work will be completed over spring break and summer. No delays are anticipated.

Currently have: three general contractors; three electrical contractors; seven mechanical contractors; and three plumbing contractors confirming participation in ABOFA bidding

Scope includes: security upgrades (secured vestibules, window film, cameras, door contacts), air conditioning at LaSalle and Gaskill, Walk of Fame at the high school, Bloneva Bond greenhouse, fuel tank infills (Administration Building and Community Education Center) – A (alternate), Cataract boiler replacement – A (alternate), Niagara Falls High School – fire shutter replacement, and Niagara Falls High School branding.

Representatives from the District, BCC and CPL traveled to the Ingenia factory to review design, manufacturing and quality control systems in place for the District new Dedicated Outside Air System (DOAS) Units.

New chiller locations have been identified for Gaskill and LaSalle prep schools.

The gymnasium floors at Cataract and the auxiliary gym at the high School were refinished during the holiday break.

Many tradespeople are being employed through these projects. A PLA is in place. The Kalfas work must be done by the end of August for ARP funding.

Additionally, through these projects air quality is also being improved to current highest standards.

Another district recently opened bids for their projects; prices were 35% higher than anticipated and bidders were fewer, due to other projects such as the new Bills Stadium.

Building Conditions Survey:

CPL Has completed on-site reviews of all of the District's facilities.

The State form has 130 questions per building. Everything from roofs to foundations has to be observed. CPL is currently working with the District to complete the 5-year Executive Plan. All paperwork will be uploaded onto the State's website by March 1, 2024

The BCS grades each building:

- E – Excellent – All systems classified as health and safety or structural rated “excellent”, no systems rated below “satisfactory”, preventative maintenance plan in place.
- S – Satisfactory – All systems classified as health and safety or structural rated “satisfactory” or better. No system rated “nonfunctioning” or Critical failure.”
- U – Unsatisfactory – Any system classified as health and safety or structural rated “unsatisfactory.” No systems categorized as health and safety or structural system rated “non-functioning” or “critical failure”.
- F – Failing – Any system classified as health and safety or structural rated “non-functioning” or “critical failure”, Building Certificate may be rescinded.

All of Niagara Falls City School District buildings are satisfactory. This is especially satisfying since most school buildings were built before 1960.

A review of the agenda was held.

Mr. Laurrie made the following comments:

An internal audit meeting was held with Bonadio. For the reviewed internal claims audit covering Sept-Dec, 2023, 1094 packages worth more than \$24 million were reviewed; there was one discrepancy. In a review of risk assessment of all areas, no area fell higher than low-moderate risk.

Upcoming internal audit will review asset controls; ARP Capital Projects; I. T. - penetration tests. In April, will have report.

Saturday, January 13th at 7p.m. Harlem Wizards vs. Teachers/Staff basketball game in the Main Arena at NFHS. Proceeds benefit our school parent groups.

Our girls wrestling team, in collaboration with Niagara Wheatfield, has nine members, some of whom have earned first, second, or third places in competitions. They are now going to a competition in Oswego.

The District is partnering with Lew-Port for boys lacrosse.

A PS2 program senior has been offered a machinist job at HDM hydraulics. A graduate from last year, David Ramos, was hired electrician at IBEW 237.

Robotics: congratulations to the NFHS and Prep School robotics teams who competed at Tech Wars at NCCC on Wednesday and once again placed at the very top. Thank you to our coaches who lead our teams. NFHS team earned first and second place; GPS and LPS earned second place.

Monday is the observance of the Rev. Dr. Martin Luther King, Jr. The District will hold its celebration in April. On Monday we are encouraged to remember the character and courage of Dr. King.

DATE: January 25, 2024

KIND OF MEETING: **Agenda Review Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi. Mr. Vilardo * remote

MEMBERS ABSENT: None.

Say Yes

David Rust; Daphne Ross – Say Yes Buffalo

The mission of the Say Yes Buffalo partnership is to remove barriers to educational attainment, workforce participation and economic mobility for students in public and charter schools in Buffalo, NY. Our collective impact partnership, centered on racial equity and inclusion, provides a postsecondary tuition promise and cradle to career comprehensive supports to increase the rates of high school and postsecondary completion and the achievement of fulfilling professional employment.

There is an interest in expanding this opportunity to Niagara Falls. The team credits the Buffalo Public School system for its success, an entity with which they work very closely. The same collaboration would be undertaken in Niagara Falls.

Say Yes pays the gap in tuition at SUNY schools, or Ivy League schools, for students who complete requirements, after other scholarships, grants, and aid are applied. Students can earn accreditation from a certificate to a doctorate.

Funds were raised from the private sector to pay for this initiative, as well as from New York State. This campaign was one of the largest in Buffalo. A similar campaign would need to take place in Niagara Falls.

Students very often need supports as many live complicated lives and need basic needs met. To help address this, schools are open evenings and weekends as a place for families. Other supports include Boys and Men of Color; Apprenticeship Work; mentoring, mental health supports and more.

Upon completion, students earn a job making at least \$45,000 annually.

Next Steps with Niagara Falls

Remainder of 2023-24 school year:

Develop scholarship pro-forma for Niagara Falls School District.

Develop budget for a potential expansion, including a planning year in '24-'25.
Meet with Niagara Falls union(s) and school board.

2024-2025 school year:
Scholarship fundraising and guidelines, if pro-forma results are feasible.
Key stakeholder briefings and engagement.
Formation of advisory Operating Committee.
Planning for program launch.

2025-2026 school year:
Potential launch.

A review of the agenda was held.

Budget Preliminary Look 2024-2025

Mrs. Holody and Mr. Laurrie presented the following information:

Mr. Laurrie stated that the Governor's run is extremely neglectful of schoolchildren, in that improved graduation requirements are juxtaposed with inadequate funding. The District spent \$609,000 on the Campaign for Fiscal Equity, only to be ignored. The Governor's run reflects poor funding post-COVID, while students are still behind due to 18-month remote learning. It also ignores the Foundation Aid Formula promise and the need for increased funds to ensure safety. In January, the CPI is 4.21, while the proposed funding is half that. The Superintendent is hopeful the legislature will restore funding. Parents and community should voice their opinion to elected officials.

The initial look at the budget shows an increase (\$489,741) offset by decreases in other area.

1,452 employees need raises, not yet factored in but already contractually promised. There will be a considerable gap.

Reserve funds, however, do exist, though some are dedicated to specific purpose.

DATE: January 25, 2024

KIND OF MEETING: Regular Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: None.

Letters and Communications (SG4)

Oral Communications - Public Comment on Agenda Items

Written Communications None

Recommended Actions from the Superintendent of Schools - Routine Matters

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo .

4.01 Minutes – December 2023

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

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo .

4.02 Approval of Budget Transfer - #6

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

The following resolution was approved on a motion by Mr. Bilson, seconded by Paretto .

4.03 Approval of the Bids

1. Approval of Bid No. 11 General Construction Capital Project- A Breath of Fresh Air, Contract 100 for the 2023/2024 School Year
2. Approval of Bid No. 11 Plumbing Construction Capital Project- A Breath of Fresh Air, Contract 122 for the 2023/2024 School Year
3. Approval of Bid No. 11 123a – HVAC Construction Capital Project- A Breath of Fresh Air, Contract 123 for the 2023/2024 School Year
4. Approval of Bid No. 11 HVAC Construction Capital Project- A Breath of Fresh Air, Contract 123b for the 2023/2024 School Year
5. Approval of Bid No. 11 HVAC Construction Capital Project- A Breath of Fresh Air, Contract 123c for the 2023/2024 School Year
6. Approval of Bid No. 11 Electric Construction Capital Project- A Breath of Fresh Air, Contract 126 for the 2023/2024 School Year

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

4.04 Treasurer's Report – December 2023 Received & filed.

4.05 Budget Status Report – January 2024 Received & filed.

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

4.06 Personnel Report – Certificated

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto .
4.07 Personnel Report - Classified

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

The following resolution was added on a motion by Mr. Vilardo seconded by Mr. Cancemi.
And Approved on a motion by on a motion by Mr. Bilson seconded by Mr. Vilardo.

4.07-1 Addition of addendum motioned by seconded by

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 abstains on item #1, votes in favor of item #2 on addendum to personnel
report).

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi .
4.08 Report from Committee on Special Education

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi .
4.09 Report from Committee on Preschool Special Education

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Bilson .
4.10 Short-Term Contracts

1. Hilton Garden Inn BWI Airport Prep School Washington DC trip NTE \$15,000
A2280.400.007 May 15-17, 2024

2. D&F Travel Prep School Washington DC trip NTE \$11,600 A2280.400.007
May 15-17, 2024

3. D&F Travel Prep School Washington DC trip NTE \$11,600 A2280.400.007
May 15-17, 2024

4. D&F Travel Prep School Washington DC trip NTE \$11,600 A2280.400.007
May 15-17, 2024

5. Niagara University REACH Spring 2024 \$9,600 F2110 404 098 9323
Spring Semester 2024

6. Rev. Gene Copelin Project Lee H.F. Abate 2024 \$14,000 F2110 404 098 5022 February- May

7. National Federation for Just Communities of WNY, Inc. Digging Into Diversity - Awareness
sessions for students grades 5-8 \$6,000 F 2110.404-098-5022 January 30 - March 1, 4 days per
school

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.
4.11 Head Start Reports

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

Unfinished Business - None

New Business

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.
ACCEPTANCE OF FUNDS FOR 2023/2024 PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL (SG 3)

WHEREAS, The New York State Pathways In Technology Early College High School 2.0 (NYS P-TECH 2.0) Program will prepare thousands of New York students for the future by preparing them for high-skilled jobs in the fields of technology and manufacturing; 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 \$150,000.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2023/2024 New York State Pathways in Technology 2.0 Grant; and be it further

RESOLVED, That the grant award of \$150,000.00 be credited to the following Revenue Account:

1. F3289.870.24 – 2023/2024 P-TECH 2.0 REVENUE - \$150,000.00; and be it further

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

Appropriation Description Amount

Account	Description	Budget
F 2110.140-098-8724	23/24 P-TECH 2.0 COMP SCI - SCH B	\$22,500
F 2110.150-014-8724	23/24 P-TECH 2.0 COMP SCI - GRANT ADMIN	\$3,750
F 2110.152-014-8724	23/24 P-TECH 2.0 COMP SCI - PROG. DIR.	\$54,000
F 2110.164-014-8724	23/24 P-TECH 2.0 COMP SCI - CLERICAL	\$6,250
F 2110.404-098-8724	23/24 P-TECH 2.0 COMP SCI - PRCHD SRVCS	\$29,000
F 2110.409-098-8724	23/24 P-TECH 2.0 COMP SCI - TRAVEL	\$750
F 2110.540-098-8724	23/24 P-TECH 2.0 COMP SCI - SUPPLIES	\$7,000
F 2110.800-096-8724	23/24 P-TECH 2.0 COMP SCI - ERS	\$819
F 2110.802-096-8724	23/24 P-TECH 2.0 COMP SCI - TRS	\$8,258
F 2110.803-096-8724	23/24 P-TECH 2.0 COMP SCI - FICA	\$6,618
F 2110.807-096-8724	23/24 P-TECH 2.0 COMP SCI - HEALTH INS	\$11,055
	Total	\$150,000
Revenue Code: F3289.870.24		

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 SCHOOL-BASED MENTAL HEALTH PROVIDERS PIPELINE GRANT (SG 3)

WHEREAS, Since the COVID-19 pandemic, the Niagara Falls City School District has experienced a dramatic and troubling increase in the number of students demonstrating fragile mental health, and

WHEREAS, more students are receiving diagnosis that may have been influenced by the pandemic, many more are exhibiting behaviors that negatively impact their academic achievement and the school environment, and

WHEREAS, The District has identified the need to hire mental health service providers to reverse this trend, and

WHEREAS, The School-Based Mental Health Providers Pipeline grant would enable the District to increase the number of credentialed mental health service providers providing school-based mental health services to students, and

WHEREAS, District staff have prepared and submitted an application for the 2023/2024 School-Based Mental Health Providers Pipeline grant; and

WHEREAS, official notice of approval of the application and award in the amount of \$721,679.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2023/2024 School-Based Mental Health Providers Pipeline; and be it further

RESOLVED, that the grant award of \$721,679.00 be credited to revenue account code F4289.930.24; and be it further

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

Account	Description	Budget
F 2110.140-098-9324	23/24 SBMHPP - SCHEDULE B	\$26,928
F 2110.150-014-9324	23/24 SBMHPP - GRANTS ADMIN.	\$4,080
F 2110.150-096-9324	23/24 SBMHPP - COMMUNITY OUTREACH COORD.	\$28,050
F 2110.150-098-9324	23/24 SBMHPP - STUDENT ENGAGEMENT COORD.	\$28,050
F 2110.152-014-9324	23/24 SBMHPP - PROJECT DIRECTOR	\$28,050
F 2110.152-098-9324	23/24 SBMHPP - PROJECT COORDINATOR	\$76,500
F 2110.404-098-9324	23/24 SBMHPP - PRCHD SRVCS	\$383,700
F 2110.409-098-9324	23/24 SBMHPP - TRAVEL	\$11,563
F 2110.540-098-9324	23/24 SBMHPP - SUPPLIES	\$15,440
F 2110.803-096-9324	23/24 SBMHPP - FICA	\$16,125

F 2110.807-096-9324	23/24 SBMHPP - HEALTH INS.	\$57,649
F 2110.907-096-9324	23/24 SBMHPP - INDIRECT	\$26,419
F 2820.133-098-9324	23/24 SBMHPP - STUDENT COUNSELOR	\$19,125
	Total	\$721,679
Revenue F4289.930.24	Code:	

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Bilson.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 STUDENT MENTAL HEALTH SUPPORTS GRANT (SG 3)

WHEREAS, Since the COVID-19 pandemic, the Niagara Falls City School District has experienced a dramatic and troubling increase in the number of students demonstrating fragile mental health, and

WHEREAS, more students are receiving diagnosis that may have been influenced by the pandemic, many more are exhibiting behaviors that negatively impact their academic achievement and the school environment, and

WHEREAS, The District is in the midst of implementing a three-tiered MTSS system, and

WHEREAS, the District needs additional supports at the Tier II and Tier III levels, and

WHEREAS, The Student Mental Health Supports grant would enable the District to implement Tier II and Tier III supports to help students reverse this trend, and

WHEREAS, District staff have prepared and submitted an application for the 2023/2024 Student Mental Health Supports Grant; and

WHEREAS, official notice of approval of the application and award in the amount of \$500,000.00 has been received; therefore be it

RESOLVED, that the Board of Education accepts the funds for the 2023/2024 Student Mental Health Supports Grant; and be it further

RESOLVED, that the grant award of \$500,000.00 be credited to revenue account code F4289.960.24; and be it further

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

Account	Description	Budget
F 2110.140-098-9624	23/24 SMHS - SCHEDULE B	\$49,500
F 2110.150-014-9624	23/24 SMHS - GRANT COORD.	\$9,000
F 2110.152-014-9624	23/24 SMHS - PROJ. DIR.	\$60,000
F 2110.164-014-9624	23/24 SMHS - SECRETARY	\$11,250
F 2110.167-098-9624	23/24 SMHS - HRLY CLSFD	\$15,000

F 2110.404-098-9624	23/24 SMHS - PRCHD SRVCS	\$273,750
F 2110.409-098-9624	23/24 SMHS - TRAVEL	\$17,500
F 2110.540-098-9624	23/24 SMHS - SUPPLIES	\$42,210
F 2110.803-096-9624	23/24 SMHS - FICA	\$11,074
F 2110.807-096-9624	23/24 SMHS - HEALTH INS.	\$10,716
	Total	\$500,000
Revenue Code: F4289.960.24		

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

AFFIRMATION ESTABLISHING THE OFFICIAL LEGAL NAME OF THE SCHOOL DISTRICT AS CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS IN ACCORDANCE WITH NEW YORK STATE EDUCATION LAW SECTION 315 AND COMMISSIONER'S REGULATIONS PART 240.1 FOR ALL PURPOSES INCLUDING USE BY FINANCIAL INSTITUTIONS, AND THE DEPARTMENT OF TREASURY INTERNAL REVENUE SERVICE (SG 3)

WHEREAS, City School District of the City of Niagara Falls was verified as the District legal name per attestation received from New York State Education Department on March 9, 2012, in accordance with New York State Education Law Section 315 and Commissioner's Regulations Part 240.1; and

WHEREAS, the District is also known as the Niagara Falls Board of Education per the Department of Treasury Internal Revenue Service Taxpayer Identification Number verification letter dated February 25, 2015; and

WHEREAS it is in the best interest of the District to request the name associated with the current Employer Identification Number be changed to reflect the legal name City School District of the City of Niagara Falls as permitted by the Internal Revenue Service Change of Name guidance for Governmental entity, political subdivision, instrumentality of government last reviewed or updated on December 4, 2023; now therefore be it

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, pursuant New York State Education Law Section 315 and Commissioner's Regulations Part 240.1 hereby establishes and affirms that the School District is and shall officially be known as the City School District of the City of Niagara Falls, for all purposes, including use by financial institutions, and The Department of Treasury Internal Revenue service; and

RESOLVED that the Board of Education approves and directs the Superintendent to submit the request to change the School District's name attached to the current Employer Identification Number with the Department of Treasury Internal Revenue Service to: City School District of the City of Niagara Falls; and

RESOLVED that the President of the Niagara Falls Board of Education be authorized to direct the District Clerk to properly certify the passage of this resolution and furnish a certified copy to any entity so requesting; and be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board and properly certify the passage of the Resolution.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi .

APPROVAL OF DISPOSITION OF UNUSED BALLOTS FROM THE MAY 16, 2023 DISTRICT VOTE (SG 4)

WHEREAS, The provisions of the Education Law 2034(6)(b) and Local Government Schedule (LGS) -1 concerning retention of ballots unused in an election; and

WHEREAS, It the District has retained the unused 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 unused ballots from the May 16, 2023 vote, after having held them for the required six-month period.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr.Vilardo .

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, 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, 2024; 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, 2024, through June 30, 2024; therefore be it

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee for period February 1, 2024, through June 30, 2024 be and they hereby are ratified and confirmed:

Students

Madison Colvin - Niagara Falls High School
Nathan Greig - Niagara Falls High School
Mikkel Howard - Niagara Falls High School
J'Raeona Moore – Gaskill Preparatory School
Ayla Patterson - Niagara Falls High School
Bailey Zadul – Gaskill Preparatory School

Teachers

Christine Barstys
Julie Conti
Michael Corsaro
Michelle Hudson
Christopher Murgia
Jolene Nearhood
Jaime Pero
Dan Weiss
Sophia Williams

Administrators

Roland Davis
Valerie Rotella-Zafuto
Cheryl Vilardo

Parent Organizations

Tomasina Cook
Charlotte Robinson

Community Members

Nicholas Ligamarri - Niagara Falls Police Superintendent
Gary Pochatko – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security
Maria Massaro – Administrator for Human Resources
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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .

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

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, 2024; 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, 2024, through June 30, 2024; therefore be it

RESOLVED, That the appointments of the following persons to the District Code of Conduct Committee for period February 1, 2024, through June 30, 2024 be and they hereby are ratified and confirmed:

Students

Madison Colvin - Niagara Falls High School
Nathan Greig - Niagara Falls High School
Mikkel Howard - Niagara Falls High School
J'Raeona Moore – Gaskill Preparatory School
Ayla Patterson - Niagara Falls High School
Bailey Zadul – Gaskill Preparatory School

Teachers

Christine Barstys
Julie Conti
Michael Corsaro
Michelle Hudson
Christopher Murgia
Jolene Nearhood
Jaime Pero
Dan Weiss
Sophia Williams

Administrators

Roland Davis
Valerie Rotella-Zafuto
Cheryl Vilardo

Parent Organizations

Tomasina Cook
Charlotte Robinson

Community Members

Nicholas Ligamarri - Niagara Falls Police Superintendent
Gary Pochatko – Niagara Falls Fire Chief

Other School Personnel

Bryan Dalporto – Director of Safety and Security
Maria Massaro – Administrator for Human Resources

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .

APPROVAL OF A RESOLUTION AUTHORIZING PRINCIPALS TO APPOINT BUILDING-LEVEL SCHOOL SAFETY TEAMS FOR THE ANNUAL REVIEW OF BUILDING-LEVEL EMERGENCY RESPONSE PLANS PURSUANT TO NEW YORK STATE EDUCATION LAW 2801-A

WHEREAS, Section 2801-a of the New York State Education Law requires the appointment of Building-Level School Safety Teams to annually review building-level emergency response plans, which teams shall be appointed by the building principals which shall include, but not be limited to representatives of teachers, administrators and parent organizations, school safety personnel, other school personnel, community members, law enforcement officials, local ambulance or other response agencies and other representatives of the Board of Education, and

WHEREAS, Any additions or amendments to the Building-Level Emergency Response Plans must be approved by the Board of Education after a duly called public hearing; and

WHEREAS, The District must complete annual review and approval process for the Building-Level Emergency Response Plans by September 1, 2024; 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 1st 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.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi .

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 21, 2024

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, 2024, for the annual school district election to be held on Tuesday, May 21, 2024:

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 29, 2024, 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 City School District Administration Building, 630 66th Street, 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 21, 2024; 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 City School District Administration Building, 630 66th Street, Niagara Falls, New York, on Monday, April 29, 2024, 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 21, 2024, 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 21, 2024

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 21, 2024, 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 21, 2024.

Judith Glaser
Clerk of the Board of Education of the
City School District of the City of
Niagara Falls, New York

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE FOR COLLEGE WRITING I CLASS (1/20/2024 THROUGH 5/4/2024)

WHEREAS, College Writing I class 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 college writing skills for academic literacy and experience, for parents and guardians, and to contract with Niagara County Community College to provide services to continue such higher educational experiences for adults enrolled in College Writing I class.

WHEREAS, The Administration negotiated a Contract with Niagara County Community College for it to provide an academic course of literacy activities and family engagement experiences tailored to the parents and guardians for a not to exceed agreed upon fee of \$1,000.00 payable in one payment.

WHEREAS, The Agreement shall be effective for a term commencing January 20, 2024 and ending May 4, 2024; 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 County Community College for College Writing I class for the 2023-24 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 COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT, made this 25th day of January 25, 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA COUNTY COMMUNITY COLLEGE, 3111 SAUNDERS SETTLEMENT ROAD, SANBOR, NY 14132, (hereinafter "College").

WITNESSETH:

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

1. Engagement of College. The District hereby engages the College as an independent contractor to render to the District professional services regarding implementation of the College Writing I for the 2023-24 School Year for adults and the College hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional Services and Duties of the College: The College shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 2023-24 College Writing I: An academic course offerings during the 2023-24 school year that include college instruction and support services offered by Niagara County Community College staff

All of the functions will be performed by the party of the College or its subcontractor approved by the District and shall be coordinated through the Assistant Superintendent for Curriculum and Instruction of the District. The College 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 College shall not be an employee of the District. The College 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 College is to maintain all records of employment, payroll services, and to address any matters related to performance concerns.

4. Compensation to College. Upon receipt of a payment invoice, the District shall pay to the College for its services hereunder a sum not to exceed \$1,000.00 in one payment payable to the order of College on May 4, 2024. Invoices shall be submitted by the College on the date herein stated. The College shall deem payment checks payable to the order of the College full payment to, and acquittance.

5. Indemnification. To the fullest extent permitted by law, the College 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 College 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 College 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 January 20, 2024 to May 4, 2024 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 College under this Agreement are unique and personal. Accordingly, the College 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.

NIAGARA COUNTY COMMUNITY COLLEGE

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

President, Board of Education

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF CONTRACT 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) (1/20/2024 THROUGH 5/24/2024)

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 \$21,000.00 payable in one payment.

WHEREAS, The Agreement shall be effective for a term commencing January 20, 2024 and ending May 24, 2024; 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 2024-24 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 25th day of January, 2024, 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 2023-24 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 2023-24 Adult ENL Program:

An academic course offerings during the 2023-24 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 \$21,000.00 in one payment payable to the order of University on June 10, 2024. 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, it's 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 January 20, 2024 to May 24, 2024 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.

NIAGARA UNIVERSITY

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

President, Board of Education

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .
APPROVAL OF CONFIDENTIAL SETTLEMENT

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No:E172419/2020, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District.

Dated: January 25, 2024

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .
Approval of Confidential Settlement

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No: E174667/2021, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District.

Dated: January 25, 2024

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .
Approval of Confidential Settlement

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No: E175619/2021, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District.

Dated: January 25, 2024

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .
Approval of Confidential Settlement

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No: E170466/2019, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District, and to issue any payment required to be made by the District pursuant to the Confidential Settlement.

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

Dated: January 25, 2024

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo .
Approval of Confidential Settlement

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No: E170469/2019, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District, and to issue any payment required to be made by the District pursuant to the Confidential Settlement.

Dated: January 25, 2024

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.
APPROVAL OF CONTRACT 100 – GENERAL CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 100 – General Construction Capital Project, A Breath of Fresh Air – Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30, 2023; and

WHEREAS, Bids were publicly opened and read on January 11, 2024 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 acceptance of the bid and the award of Contract 100 – General Construction Capital Project, A Breath of Fresh Air Bid No. 11 2023/2024 for the amount of \$5,570,000.00 to the apparent low bidder Scrufari Construction Company, LLC 3925 Hyde Park Boulevard Niagara Falls, New York 14305; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 100 – General Construction Capital Project, A Breath of Fresh Air – Bid No. 11 for the 2023/2024 School Year for the amount of \$5,570,000.00, to Scrufari Construction Company, LLC 3925 Hyde Park Boulevard Niagara Falls, New York 14305; therefore, be it

RESOLVED, That the Board hereby awards Contract 100 – General Construction Capital Project, A Breath of Fresh Air – Bid No. 11 for the 2023/2024 School Year for the amount of \$5,570,000.00, to Scrufari Construction Company, LLC 3925 Hyde Park Boulevard Niagara Falls, New York 14305 and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and Scrufari Construction Company, LLC 3925 Hyde Park Boulevard Niagara Falls, New York 14305 for the construction of the A Breath of Fresh Air 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.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF CONTRACT 122 - PLUMBING CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 122 - Plumbing Construction, A Breath of Fresh Air - Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30th, 2023; and

WHEREAS, Bids were publicly opened and read on January 16, 2024 and (1) one properly executed bid was received; and

WHEREAS, Architect CPL, Clark Patterson Lee and Construction Manager Buffalo Construction Consultants analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract 122 - Plumbing Construction, A Breath of Fresh Air, Bid No. 11 2023/2024 for the amount of \$100,000.00, to the apparent low bidder MKS Plumbing 19 Ransier Dr #14 West Seneca, NY 14224; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 122 - Plumbing Construction, A Breath of Fresh Air - Bid No. 11 for the 2023/2024 School Year for the amount of \$100,000.00, to MKS Plumbing 19 Ransier Dr #14 West Seneca, NY 14224; therefore, be it

RESOLVED, That the Board hereby awards Contract 122 - Plumbing Construction, A Breath of Fresh Air - Bid No. 11 for the 2023/2024 School Year for the amount of \$100,000.00, to MKS Plumbing 19 Ransier Dr #14 West Seneca, NY 14224 and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and MKS Plumbing 19 Ransier Dr #14 West Seneca, NY 14224, 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.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF CONTRACT 123A - HVAC CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 123A - Mechanical/HVAC Construction, A Breath of Fresh Air project - Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30th, 2023; and

WHEREAS, Bids were publicly opened and read on January 16, 2024 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 acceptance of the bid and the award of Contract 123A – Mechanical/HVAC Construction, A Breath of Fresh Air project Bid No. 11 for the 2023/2024 for the amount of \$208,300.00, to the apparent low bidder Greater Niagara Mechanical Inc. 7311 Ward Rd North Tonawanda NY 14120; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 123A – Mechanical/HVAC Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year for the amount of \$208,300.00, Greater Niagara Mechanical Inc. 7311 Ward Rd North Tonawanda NY 14120; therefore, be it

RESOLVED, That the Board hereby awards Contract 108/109 – Mechanical/HVAC Construction, A Breath of Fresh Air Project – Bid No. 11 for the 2023/2024 School Year for the amount of \$208,300.00, to Greater Niagara Mechanical Inc. 7311 Ward Rd North Tonawanda NY 14120; and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and Greater Niagara Mechanical Inc. 7311 Ward Rd North Tonawanda NY 14120, 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.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF CONTRACT 123B – HVAC CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 123B – Mechanical/HVAC Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30th, 2023; and

WHEREAS, Bids were publicly opened and read on January 16, 2024 and (1) one properly executed bid was received; and

WHEREAS, , Architect CPL, Clark Patterson Lee and Construction Manager Buffalo Construction Consultants analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract 123B – Mechanical/HVAC Construction, A Breath of Fresh Air project Bid No. 11 for the 2023/2024 school year for the amount of \$4,268,000.00, to the apparent low bidder John W. Danforth Company 300 Colvin Woods Pkwy Tonawanda, NY 14150; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 123B – Mechanical/HVAC Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,268,000.00, to John W. Danforth Company 300 Colvin Woods Pkwy Tonawanda, NY 14150; therefore, be it

RESOLVED, That the Board hereby awards Contract 123B – Mechanical/HVAC Construction, A Breath of Fresh Air Project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,268,000.00, to John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, New York 14150; and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, New York 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.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF CONTRACT 123C – HVAC CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 123C – Mechanical/HVAC Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30th, 2023; and

WHEREAS, Bids were publicly opened and read on January 16, 2024 and (1) one properly executed bid was received; and

WHEREAS, Architect CPL, Clark Patterson Lee and Construction Manager Buffalo Construction Consultants analyzed the bids and having found no objection recommends the acceptance of the bid and the award of Contract 123C – Mechanical/HVAC Construction, A Breath of Fresh Air project Bid No. 11 for the 2023/2024 school year for the amount of \$4,918,000.00, to the apparent low bidder John W. Danforth Company 300 Colvin Woods Pkwy Tonawanda, NY 14150; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurie, Superintendent of Schools recommends the Board accept the bid and award Contract 123C – Mechanical/HVAC Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,918,000.00, to John W. Danforth Company 300 Colvin Woods Pkwy Tonawanda, NY 14150; therefore, be it

RESOLVED, That the Board hereby awards Contract 123C – Mechanical/HVAC Construction, A Breath of Fresh Air Project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,918,000.00, to John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, New York 14150; and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, New York 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 following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF CONTRACT 126 – ELECTRIC CONSTRUCTION CAPITAL PROJECT- A BREATH OF FRESH AIR, BID NO. 11 FOR THE 2023/2024 SCHOOL YEAR

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for Bid No.11 - Contract 126 – Electrical Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year; and

WHEREAS, Legal noticed was published November 30th, 2023; and

WHEREAS, Bids were publicly opened and read on January 16, 2024 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 acceptance of the bid and the award of Contract 126 – Electrical Construction, A Breath of Fresh Air project Bid No. 11 for the 2023/2024 school year for the amount of \$4,377,000.00, to the apparent low bidder Frey Electric Construction Company Inc 100 Pearce Ave Tonawanda, NY 14150; and

WHEREAS, Based on CPL, Clark Patterson Lee, and Buffalo Construction Consultants recommendations, Mark Laurrie, Superintendent of Schools recommends the Board accept the bid and award Contract 126 – Electrical Construction, A Breath of Fresh Air project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,377,000.00, to Frey Electric Construction Company Inc 100 Pearce Ave Tonawanda, NY 14150; therefore, be it

RESOLVED, That the Board hereby awards Contract 126 – Electrical Construction, A Breath of Fresh Air Project – Bid No. 11 for the 2023/2024 School Year for the amount of \$4,377,000.00, to Frey Electric Construction Company Inc 100 Pearce Ave Tonawanda, NY 14150; and approves the Contract hereto attached, between the City School District of the City of Niagara Falls and Frey Electric Construction Company Inc 100 Pearce Ave 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.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF PAYMENT NO. 6 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$25,096.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,254.81; and

WHEREAS, The amount of payment the District will issue shall be \$25,096.00 less the required 5% retainage (\$1,254.81) as outlined in the contract, \$23,841.19; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$23,841.19 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF PAYMENT NO. 2 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$25,096.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,254.81; and

WHEREAS, The amount of payment the District will issue shall be \$25,096.00 less the required 5% retainage (\$1,254.81) as outlined in the contract, \$23,841.19; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$23,841.19 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Cancemi.

APPROVAL OF PAYMENT NO. 6 TO DV BROWN & ASSOCIATES, INC. FOR HVAC VAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$51,000.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$2,550.00; and

WHEREAS, The amount of payment the District will issue shall be \$51,000.00 less the required 5% retainage (\$2,550.00) as outlined in the contract, \$48,450.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$48,450.00 to DV Brown & Associates, Inc. 567 Vickers Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #06; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

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

The following policy was taken off the table on a motion by Mr. Cancemi seconded by Mr. 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

The following policy was adopted on a motion by Mr. Vilardo seconded by Mr. Paretto .

Final Resolution: Policy Adopted.

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

REVIEW OF THE PROPOSED POLICY(IES)
7130 Entitlement To Attend -- Age and Residency (SG 1, 2)

SUBJECT: ENTITLEMENT TO ATTEND -- AGE AND RESIDENCY

All persons residing within the District who are between the ages of five years and 21 years and who have not received a high school diploma are entitled to enroll in the District.

A student who becomes six years of age on or before the first of December in any school year will be required to attend full-time instruction from the first day that the District schools are in session in September of that school year. A student who becomes six years of age after the first of December in any school year will be required to attend full-time instruction from the first day of session in the following September. Each student will be required to remain in attendance until the last day of session in the school year in which the student becomes 16 years of age. **Additionally, any student from 16 to 17 years of age who is not employed is required to attend full-time instruction until the end of the school year in which the student turns 17 years of age.*

Evidence of a prospective student's age and residency must be presented in the form as is permitted by state and federal law and regulation.

Determination of Student Residency

Residence is established by a child's physical presence as an inhabitant within the District and his or her intent to reside in the District.

A child's residence is presumed to be that of his or her parents or legal guardians. Where a child's parents live apart, the child can have only one legal residence. In cases where parents have joint custody, the child's time is essentially divided between two households, and both parents assume responsibility for the child, the decision regarding the child's residency lies ultimately with the family. Where parents claim joint custody, but do not produce proof of the child's time being divided between both households, residency will be determined on the basis of the child's physical presence and intent to remain within the District.

The presumption that a child resides with his or her parents or legal guardians may be rebutted upon demonstration that custody of the child has been totally and permanently transferred to another individual. The District will not acknowledge living arrangements with persons other than a child's parents or legal guardians which are made for the sole purpose of taking advantage of the District's schools.

The presumption that a child resides with his or her parents or legal guardians may also be rebutted upon demonstration that the child is an emancipated minor. To establish emancipation, a minor may submit documentation of his or her means of support, proof of residency, and an explanation of the circumstances surrounding the student's emancipation, including a description of the student's relationship with his or her parents or persons in parental relationship.

****District Option***

Undocumented Children

Undocumented children are entitled to attend the District's schools, provided they meet the age and residency requirements established by state law. Consequently, the District will not

request on any enrollment or registration form, in any meeting, or in any other form of communication, any documentation or information regarding or tending to reveal the immigration status of a child, a child's parent(s), or the person(s) in parental relation. In the event the District is required to collect certain data, it will do so after the child has been enrolled or registered; in no instance will the information be required as a condition of enrollment or continued attendance.

Children of Activated Reserve Military Personnel

Students temporarily residing outside the boundaries of the District, due to relocation necessitated by the call to active military duty of the student's parent or person in parental relation, will be allowed to attend the public school that they attended prior to the relocation. The District is not required to provide transportation between a temporary residence located outside the District and the school the child attends.

Family Educational Rights and Privacy Act, 20 USC Section 1232g
Education Law Sections 310, 906, 3202, 3205, 3214, and 3218
Family Court Act Section 657
8 NYCRR Section 100.2(x) and (y)

NOTE:
Temporary Housing

Refer also to Policies #7131 -- Education of Students in
#7132 -- Non-Resident Students

Adoption Date

Information and Reports
Oral Communications - Public Comment on non-Agenda Items
Superintendent's Report

COMMENTS

Hellen Coleman 1502 South: Men Standing Strong Together (MSST) - Spoke on the number of children in Pre-K classes. The group would like to see fewer students per class. While she acknowledges parents should be children's first teachers, this is not always the case, so the schools must compensate. We are losing children to the streets.

Ashley Walker 4300 Pine: Spoke on the need for smaller classes.

Portland Jackson 552 15th St – also spoke on the desire for fewer students per class.

Gloria Dolson 1502 Ontario Ave. MSST - Spoke on smaller class sizes.

Deacon Gibbs 2113 Ferry Ave. Spoke on funding for MSST after school activities. Deacon Gibbs taught church club at Maple Avenue School recently; he would like to branch out to other schools.

Rev. Fred Chambers 544 7th. Street: spoke on his experience observing students.

Mr. Laurrie stated that:

Speakers brought impressive research on the subject of class size. Thanks to Deacon Gibbs for working in the schools.

Say Yes brings great hope and excitement; there will be much work to do.

Shared a message from NFHS wrestling coaches. Regarding North Tonawanda, during a recent match which NFHS won had the atmosphere in the NTHS gym filled with sportsmanship, friendship, and bonded relationships. The efforts made by both Districts have wrought meaningful, positive changes.

Phishing expeditions: we have started multifactored identification to protect the District from these attempts.

Congratulations to Mrs. Glaser, who initiated a plan to work with election commissioners to provide a career pathways/ civic readiness experience for students, by allowing them to serve as poll workers. At least one student will work at each poll starting in the November presidential campaign.

Future Star students are safely returned home from the Disney Leadership Conference.

Twenty students will visit HBCU in the Atlanta area.

In March, 12 students will travel to Ghana to build boats.

NYS Comptroller states the District is under no designation for fiscal stress, but under moderate environmental stress, due to factors outside the District's control.

Speakers: the Governor's budget would make it virtually impossible to decrease class size. The District will be counting on the community to reach out to the Governor.

Board Members Report and Comments

Advanced Planning

Adjournment

Meeting Adjourned in memory of:

Erin Andrejczak, niece of Central Office secretary Michele Brocious.

Paul Fortunate, retired teacher and coach, loved one of Shari Mastropierro.

John Gara, brother of Sue Petrozzi, brother-in-law of Niagara Falls City School District Board of Education President Russell J. Petrozzi, and uncle of Anne Petrozzi-Burgess, speech teacher at Cataract Elementary.

Edward Grace, retired English teacher at LSHS.

Sandra Gail Miller, retired member of Maintenance team.

Robert Monti, retired special education teacher.

Robert Nasca, maintenance staff member, loved one of Sherrie Dolce, best friend of Russ Bettis, cousin of Russ and Sue Petrozzi, Anne Petrozzi-Burgess and Kevin Burgess.

Margaret Touma, mother of Andy Touma and Cathy Touma D'Angelo, mother-in-law of Jocelyn Touma, grandmother of Britini D'Angelo

Christian Volmy, nephew of Richard Schwertfager.

Paul Wos, retired music teacher.

**Ayes: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn,
Mr. Paretto, Mr. Vilardo, Mr. Petrozzi**

Nays:

Approved

Motion to adjourn on a motion by Mr. Bilson seconded by Mr. Paretto.

Final Resolution: Meeting Adjourned.

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

Respectfully submitted,
Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: February 8, 2024

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:39 p.m.

MEMBERS PRESENT: Mr. Bass, , Mr. Cancemi, Mr. Capizzi (*entered 6:21p.m.*), Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
*remote

MEMBERS ABSENT: Mr. Bilson (excused)

F-Bites/HOGHOL Update: Chef Bobby Anderson Jamie Anderson:

Chef Anderson reported on the Cantina Program, which is new. His goals include promoting work force development with students, as well as teaching food service and customer service. A short video was presented.

F-Bites is a not for profit serving Erie, Niagara, and Monroe counties. In the District, he works with NFHS, GPS, and LPS.

In the past 10 years, some students have been hired. One is a teacher-trainer in the program. Students enjoy working the program during summer months too, running a restaurant on Old Falls Street and earning money; 30 are so employed.

Devon Wade is a 2023 graduate of NFHS who spoke about his experience with the program. He started F Bites at grade eight and felt Chef Bobby inspired him and gave him the chance to earn and learn.

Mr. Anderson allows workers to stay two years and then they must continue education or finding a better paying job. He also offers a barista program and teaches personal financial literacy.

This is a part of the PS 2 Pathways program.

Stanford College Course with NFHS: Dante Richardson , Guest

Mr. Richardson was instrumental in getting the Stanford program started for NFHS students. Mr. Richardson grew up on Buffalo's East Side, went to college in Rochester, went to NYC and eventually did graduate work at Stanford. The Stanford Learning Center founded the Pipe Dreamers, a program for underserved students to access Stanford.

Beginning in California, the program has spread and is now available in Niagara Falls. The program also serves the juvenile prison system. They particularly teach technology. The future is digital projects like those utilizing AI.

About 12 students are involved now and will earn credits through Stanford. The goal is to move students from high school directly into jobs with Odoo. Bioengineering is also a next step.

The program is currently offered after school but hopefully can be moved into school day going forward.

2024 2025 Budget Review

Mrs. Holody and Mr. Laurie presented the following information:

Mr. Laurie is puzzled that the Governor's proposed budget transgressing education law requiring fully funded Foundation Aid. In fact, the State had to make large payments last year to compensate for failing to fully fund districts in the past, so it is confusing that they would not act within the law at this time. This was determined by the CFE and is settled in the law.

At the present time, there is a gap of \$5.1 million in the 2024/2025 budget. Undoubtedly, the District will have to use reserves, but a significant gap will still exist.

Because the District is in a negative tax cap situation, even with no increase to the tax levy the budget will need a supermajority 60% in favor in order to pass.

A review of the agenda was held.

Mr. Laurie made the following comments:

1. Sadly, there have been two instances of parents being disruptive on school grounds; this will not be tolerated. The safety of the school grounds will be maintained. Parents are reminded to make an appointment to visit school and bring appropriate identification.
2. ENL courses taught by NCCC at Abate brought 26 parents and 19 more parents to Bloneva Bond to learn English as a new language.
3. North Tonawanda and NFHS were hosted by Niagara Wheatfield, 60 to 70 students heard Johnny Parks, the gentleman who found racial slurs spray painted on his fence.
4. The April 8 eclipse is expected to cause a million visitors to come to the city; it will be a staff development day with no students, for their safety.
5. 79th Street parent group is working to make the street one-way and add signage. They are working with the City.
6. Ms. Massaro and Dr. Foote on February 28 will host a teacher residency information session.
7. Progress has been made in officially changing the District name to clear up confusion when receiving funding.

The Board entered executive session at 7:21 on a motion by Mr. Vilardo, seconded by Mr. Cancemi to discuss four cases of employees which may result in demotions, discipline or

dismissals. All in favor. The Board exited executive session at 8:19 p.m. on a motion by Mr Paretto seconded by Mr. Bass. All in favor.

DATE: February 22, 2024

KIND OF MEETING: Agenda Review Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:38 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: Mr. Kudela.

Sandy Hook Promise -

Brittany Brewe, participating remotely from Houston, representing the Sandy Hook Promise and Mr. Wojton presented the following information:

The mission of Sandy Hook Promise is to educate and empower youth and adults to prevent violence in schools, homes, and communities. The organization teaches youth how to recognize warning signs and threats, in social media, in school, and in the community, from individuals who may be a risk to themselves or others and say something to a trusted adult, use the Say Something Anonymous Reporting System (SS-ARS) via an app, hotline, or website, or to call 911. Types of information reported to tip lines include vaping and substance abuse, anxiety and depression, cutting, bullying and/or cyber-bullying, suicide threat/ideation, and planned fights & school violence.

When a person submits a tip, they must select the school with which the person of concern is associated. Both the mobile app and the website allow tipsters to upload attachments. When attachments are uploaded the user is asked if it contains any inappropriate content. If it does, the system will black out the image. Only select team members who have permission in the system will be able to view attachments identified as containing inappropriate material.

Crisis Center Counselors will vet and triage all incoming tips coming by acknowledging the tip, reviewing all details, quickly determining if a tip is credible, and engaging in anonymous chat for information gathering. They will then notify school teams of non-life safety tips on weekdays from 6am to 6pm, and from 10am-6pm on weekends. These notifications are delivered by text and email only. Any non-life safety tip that comes in outside of those hours are held until the next morning. Life safety tips are delivered through text, email, and phone 24/7/365.

The District Support Team is composed of three-to-five district level administrators with one Team Lead. The district team receives only Life Safety tips.

The School Team documents the needs and threat assessment process. This team includes three-to-five school-level administrators with one Team Lead. There is one school team per school campus with students in grades 6-12. This team receives both Life Safety and Non-Life Safety tips.

Dispatch teams are the 911 call centers who are called if it is determined that a tip is a life safety event. A 911 center, in turn, dispatches first responders.

Sandy Hook program have created a mechanism for 210,000 tips to be submitted through the "Say Something" program; have prevented more than 550 youth suicides; averted 16 credible, planned, school shooting plots; helped more than 3,000 students experiencing mental health crisis.

There is no cost for the program.

2024 2025 Budget Review

Mrs. Holody (via telephone) and Mr. Laurie presented the following information:

Could be movement in these areas:

Foundation aid (could increase, but not likely)

BOCES aid (the District will spend more this year to get more reimbursement next year, through the purchase of technology, namely laptops for grades 3 through 6; projector systems for NFHS; Apple products for primary grades) to decrease gap by \$1.3 million

Excess cost aid (could lower from \$546,000 to \$346,000 because of aid

Some reserves will be spent.

Greenway Funds: until 2050, we get \$420,000 annually. \$274,068 will be available as of 2/4/2024 less anticipated use of \$820k

Debt:

Expenditures: staff salaries, benefits rolled forward with contractual increases;

increase of 13% in insurance due to CVA;

ARP funds are gone as of September 30, 2024.

Charter school tuitions: \$4 million

On March 14 better idea of where we stand

CPI 3.85% increase but State budget increase only 2.4%.

Gap: \$5 million, but two figures yet to be calculated. Expected gap about \$ 6 million.

State must look at Foundation aid formula; the tax cap needs to be re-evaluated as it is nonsensical and can be negative.

Id budget fails, a contingency budget disallows, among other things, free community use of fields, supplies and transportation under limits.

A review of the agenda was held.

DATE: February 22, 2024

KIND OF MEETING: Regular Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.

The meeting was opened was the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bass*, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: Mr. Kudela

Letters and Communications (SG4)

Oral Communications - Public Comment on Agenda Items

Written Communications None

Recommended Actions from the Superintendent of Schools - Routine Matters

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto

4.01 Minutes – January 2024 (SG 4)

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto

4.02 Approval of Budget Transfer - #7 (SG3)

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo

4.03 Approval of Bids - RFP

1. NO. 13 Environmental Testing & Sampling Services (SG3)

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

WHEREAS, Funds were appropriated for Environmental Testing & Sampling Services in the Capital Fund; and

WHEREAS, In accordance with Section 103 of the General Municipal Law, public bidding procedures were observed for RFP No. 13 – Environmental Testing & Sampling Services; and

WHEREAS, Legal notice was published February 6, 2024 and RFP documents were mailed to or secured by eight potential offerors; and

WHEREAS, Proposals were publicly opened and read on February 20, 2024 and two properly executed proposal was received; and

WHEREAS, Proposals were analyzed by Mr. Earl Smeal, Director of Facilities III and Ms. Ann Schiro, Purchasing Agent; therefore, be it

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

Award No

RFP 13A

Consultants

Vendor

AMD Environmental

Attached Sheet

Award Amount

Pricing Per

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

Items 4.04 and 4.05 received and filed.

4.04 Treasurer's Report – January 2024 (SG3)

4.05 Budget Status Report – February 2024 (SG3)

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr. Cancemi

4.06 Personnel Report – Certificated (SG 1, 2)

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

The following was amended on a motion by Mr. Bilson, seconded by Mr. Cancemi

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

The following resolution, as amended, was approved on a motion by Mr. Bilson, seconded by Mr. Cancemi

4.07 Personnel Report - Classified (SG 1, 2)

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto

4.08 Report from Committee on Special Education (SG 1)

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto

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

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto

4.10 Short-Term Contracts (SG 1, 3)

1. Lenny Hort Author Visit NTE \$600.00 A2110.140.061 April 10, 2024
2. Gabriel Gonzalez Fight Night Boxing for Prep School and NFHS Students NTE \$20,000.00 A2280.400.007 February - June 2024
3. Elizabeth Bell TRC - Positive Behavior Workshop \$975.00 F2070.404.045.8124 February 12 - April 5 2024 15 hours
4. Thomas Sanders TRC - Workshop \$150.00 F2070.404.045.8124 February 16, 2024 2 hours
5. Gabriel Gonzalez Fight Night Boxing TRC - Workshop Boxing and Self Defense \$200.00 F2070.404.045.8124 February 16, 2024 2 hours
6. Anne Kent-Kwasniewski TRC - online reading strategies courses \$1,600.00 F2070.404.045.8124 February 12 – April 12, 2024 80 hours
7. A.T. Hayes Consulting, LLC TRC - online reading strategies courses \$1,800.00 F2070.404.045.8124 February – March 2024 18 hours
8. SUNY Buffalo Center for Assistive Technology Technology PD – Assistive Technology \$1,500.00

A2360.404.020 February/ March 2024 1-2 days

9. Open Buffalo Staff Professional Development NTE \$3,000.00 February 20, 2024

10. Open Buffalo Senior Student Seminar NTE \$2,400.00 February 22, 24, 2024

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

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Bilson

4.11 January 2024 Head Start Report and Budget (SG 1)

Final Resolution: Motion Carries

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

Unfinished Business - None

New Business

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF ANNUAL FIRE SAFETY REPORTS - 2023/2024 (SG 4)

WHEREAS, §807-a of the Education Law states that it is the duty of the Board of Education to cause their buildings to be inspected at least once per year for fire hazards; and

WHEREAS, The fire inspections have been completed as specified in §807-a of the Education Law; therefore be it

RESOLVED, That the Board of Education accepts the annual Fire Safety Reports for the school year 2023/2024; and

RESOLVED, That the Board direct the Director of Facilities to file copies of the fire safety reports in his office; and

RESOLVED, That the Board direct the District Clerk to cause public notice that the fire safety reports were completed and to specify the location of the filed reports.

Final Resolution: Motion Carries

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

The following resolution was amended on a motion by Mr. Bilson, seconded by Mr. Vilardo and approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

APPROVAL OF AGREEMENT WITH JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 TURNPIKE STREET, CANTON, MA. 02021 FOR 2023-2024 SCHOOL YEAR (SG 1)

WHEREAS, The District's Committee on Special Education has determined that the available current district programs, out of district programs nor specific state programs are not appropriate for the unique educational needs of some of its students; and

WHEREAS, The Committee on Special Education has determined that other specific Out of State approved agencies offer instructional programs that do accommodate these special education needs; and

WHEREAS, The Committee on Special Education must recommend and accommodate placement based upon the individual student's needs; therefore be it

RESOLVED, That the Board approve the Agreement with the Judge Rotenberg Educational Center, Inc. for the period commencing January 10, 2024 and ending June 30, 2024; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said Agreement; and

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

AGREEMENT FOR INSTRUCTION OF
CHILDREN WITH DISABILITIES

THIS AGREEMENT, made this 22nd day of February, 2024 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 JUDGE ROTENBERG EDUCATIONAL CENTER, INC., 240 Turnpike Street, Canton, MA 02021 party of the second part, herein called the School.

WITNESSETH:

WHEREAS, The School District is responsible for the education of children with disabilities as provided by Article 89 of the Education Law of the State of New York (as enacted by Chapter 853 of the Laws of 1976), and

WHEREAS, The School District is authorized and empowered to contract for the education of children with disabilities in private schools which have been approved by the Commissioner of Education of the State of New York, in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The School has warranted and represented to the School District that it is located within and incorporated in and under the laws of the State of New York and is approved by the Commissioner of Education of the State of New York and is fully qualified and competent to provide adequate instruction to children with disabilities in accordance with the provisions of Article 89 of the Education Law, and

WHEREAS, The Board of Education of the School District and the governing board or body of the School have each, by resolution duly adopted, authorized and approved the execution of the contract,

NOW, THEREFORE, in accordance with and subject to the provisions of Article 89 of the Education Law of the State of New York, the parties do hereby mutually agree as follows:

1. During the 2023-2024 school year, commencing on or about, January 10, 2024 and ending on or about June 30, 2024, 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 2023-2024 school year; in the event a child does not remain enrolled at the School for the entire school year, the payment for such child shall be in accordance with the regulations of the Commissioner of Education of the State of New York. The School shall submit to the School District at the end of each calendar month or other period approved by said Superintendent of Schools a voucher listing the name of each such child who was in actual attendance at the School during the period covered by such voucher, the dates of such attendance and the amount payable as herein provided for each such child. Payment will be promptly

made by the School District upon the audit and approval of such voucher in the regular course of business.

4. The School shall to the fullest extent permitted by law, indemnify and hold harmless the School District, its agents, servants and/or employees from and against any and all costs, losses and damages arising out of services performed pursuant to this Agreement.
5. The School shall maintain general liability insurance in amount(s) acceptable to the School District. All policies shall name the School District as additional party insured. Certificates of insurance shall be filed with the School District prior to the commencement of any activities under this Agreement
6. This Agreement shall expire on June 30, 2024.
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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.
APPROVAL OF AMENDED 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 21, 2024; 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 2024 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 9, 2024, 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 21, 2024, 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, 2024.
2. To adopt the annual budget of the school district for the fiscal year 2024/25 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. Applications for early vote by mail ballots as provided by Education Law may be made to the district clerk no earlier than April 21, 2024.

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 **December 21, 2023**, 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 **December 21, 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:

2024 POLLING PLACES

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, N.Y.

SCHOOL ELECTION DISTRICT	LEGISLATIVE DISTRICT	ELECTION DISTRICT	Polling Place	Polling Address
1	3rd	*1	Board of	630 – 66th
2		*2 . 3	St John De	8469
3		*4 . 5.	Grace	736
4		*6	Geraldine I	1330 –
5		8	79th Street	551 – 79th
6	4th	*1st	St John	917
7		*2	V F W Post	2435
8		*3	Wrobel	800
9		*4	Niagara	1425
10		*5	Niagara	1201 Pine
11	5th	*1 . 2	Manle	925 Manle
12		*3	Gaskill	910 Hyde
13		*4	Hyde Park	1620
14		*5 .	John Duke	1201
15		1	City Hall	745 Main
16	6th	2. 3	Cristoforo	2223 Pine
17		4	Bloneva	2513
18		5	Parkard	4300 Pine
19		6	Community	6040

20	7	LaSalle	7436
21	8	Snallino	720 Tenth

***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, 2024) 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 22, 2024**

ATTACHMENT 1

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 2024-25 budget and expenditure of funds vote will be held on Thursday, May 9, 2024, 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, 2024-25, 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 10th through May 21st 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 10th through May 21st.

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 21, 2024, 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, 2024. 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 May 1, 2024. 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 2024/25 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. Applications for early vote by mail ballots as provided by Education Law may be made to the district clerk no earlier than April 21, 2024.

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 December 21, 2023. Polling sites for the election/budget vote to be held on **May 21, 2024**, 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 **2024/25** 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 2024-2025 budget submitted to the Annual Meeting on May 21, 2024, 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 applications for applications for early vote by mail ballots may be applied for at the office of the clerk of the district at 630 66th Street, Niagara Falls, NY, on or after April 21, 2024. 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 29, 2024** 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 30, 2023 until the day of election, May 21, 2024.

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.
APPROVAL OF AN ADDITIONAL CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND HOGHOL FOR PERIOD 3/1/24-6/30/24 (SG 1, 2)

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 3/1/24-6/30/24; 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, 2024 through June 30, 2024, 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 22nd day of February 2024, 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 2024 to June 2024 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 March – June 2024 p 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, 2024 and June 30, 2024. 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, it's 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, 2024 to June 30, 2024, 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.

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi
**APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY
INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF
NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (2-23-2023
THROUGH 6-30-2024) (SG 1)**

WHEREAS, The PTECH II program is an opportunity for students to obtain early access to college courses and career development in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year advisory for Advisory Board Meetings, plan a curricular scope and sequence, plan and attend Parent Information Night at two Prep Schools and plan in the spring for the Summer Camp, for PTECH II Students, and to contract with Niagara County Community College to provide services to continue such higher educational experiences for students enrolled in PTECH II.

WHEREAS, The Administration negotiated a Contract with Niagara County Community College to attend Advisory Board Meetings, plan a curricular scope and sequence, plan and attend Parent Information Night at two Prep Schools and plan in the spring for the Summer Camp the students rising into 9th grade at Niagara Falls High School for a not to exceed agreed upon fee of \$17,000, payable in four equal installments.

WHEREAS, The Contract shall be effective for a term commencing February 23, 2024 and ending June 30, 2024; 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 County Community College for PTECH II programming for the 2024 School Year and planning in spring for the Summer Camp 2024; 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
NIAGARA COUNTY COMMUNITY COLLEGE

THIS AGREEMENT, made this 22nd day of February 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and NIAGARA COUNTY COMMUNITY COLLEGE, 3111 Saunders Settlement Road, Sanborn, New York 14132, (hereinafter "NCCC").

WITNESSETH:

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

1. Engagement of NCCC. The District hereby engages NCCC as an independent contractor to render to the District professional services regarding implementation of the PTECH II Programming for the 2024 School Year, and NCCC hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of NCCC: NCCC shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 2024 PTECH II Program:

- a) Attend Advisory Board Meetings
- b) Plan a curricular scope and sequence
- c) Plan and attend Parent Information Night at the two Prep Schools
- d) Plan in Spring for the Summer Camp held in the Summer of 2024

All of the functions will be performed by the party of NCCC or its subcontractor approved by the District and shall be coordinated through the Administrator for Curriculum and Instruction of the District. NCCC and/or its subcontractor shall possess a thorough knowledge of Computer Science/Computer Information Systems course offerings as they relate to the curriculum development.

3. Relationship Between the Parties. NCCC shall not be an employee of the District. NCCC is engaged by the District only for the purposes and to the extent set forth in this Agreement and the relationship to the District during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services herein before expressly set forth in the exclusive capacity of an independent contractor only and in no event as servant or employee. NCCC is to maintain all records of employment, payroll services, and to address any matters related to performance concerns

4. Compensation to NCCC. Upon receipt of a payment invoice, the District shall pay to the College for its services hereunder a sum not to exceed \$17,000, in four installments in the amount of \$4,250.00 all payable to the order of Niagara County Community College on March 29, 2024, April 30, 2024, May 31, 2024 and June 30, 2024. Invoices shall be submitted by NCCC on the dates herein stated. NCCC shall deem payment checks payable to the order of Niagara County Community College full payment to, and acquittance.

Upon receipt of a payment invoice, the District shall pay to NCCC for its services hereunder a sum not to exceed \$17,000. Payment checks payable to the order of Niagara County Community College in 4 installments on March 29, April 30, May 31, and June 30, 2024.

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

6. Taxes and Insurances. NCCC and/or its subcontractor shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. NCCC and/or its subcontractor are responsible for all withholding taxes, insurance, unemployment, and Worker's Compensation insurance as required by law. Certificates of insurance shall be filed with District prior to the commencement of services and after each renewal date of the policies listed on the certificates. The certificates shall contain provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice is given to the District.

6. Term of Contract. This contract shall be effective from February 23, 2024 to June 30, 2024, 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 NCCC under this Agreement are unique and personal. Accordingly, NCCC party shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

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.

NIAGARA COUNTY COMMUNITY COLLEGE
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Monica Lopoyda-Assistant to the Vice President of Academic Affairs
President, Board of Education

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.

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 23, 2024 - JUNE 30, 2024) (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 eight (8) 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 \$20,000 for period effective 2-23-2024 and to terminate 6-30-2024; 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 eight (8) full day trainings at a sum not to exceed \$20,000 for the period February 23, 2024 - June 30, 2024, 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 22nd day of February 2024, 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 23, 2024 - June 30, 2024), including:

- Eight (8) full day trainings to staff members on Restorative Practices
- All instructional materials needed for Restorative circles
- Instructors for the trainings
- Trainings 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 \$20,000 for eight (8) full day trainings to staff members on Restorative Practices. The District shall pay \$2,500 after completion of each full day training for a total sum not to exceed \$20,000 by June 30, 2024. 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 23, 2024 to June 30, 2024, 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.
DISTRICT OF THE
CITY OF NIAGARA FALLS

CITY SCHOOL

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Cancemi.
APPROVAL OF CONTRACT FOR INSTRUCTIONAL COACHING SERVICES FOR TEACHING STRATEGIES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TEACHING STRATEGIES, LLC ("TS") (HEREINAFTER TEACHING STRATEGIES), FOR THE 2023- 2024 SCHOOL YEAR (SG 1)

WHEREAS, The District is obligated to provide quality Pre-K programming to students enrolled in Pre-K classrooms; and

WHEREAS, Teaching Strategies, LLC ("TS") will provide 3 days of on-site coaching visits;
and
WHEREAS, the agreed upon fee for the term of this Agreement is not to exceed \$11,385.00
and
WHEREAS, The Contract shall be effective for a term commencing February 28 and ending March 2, 2024; therefore, be it
RESOLVED, That the Contract for on-site coaching between the City School District of the City of Niagara Falls, and Teaching Strategies LLC ("TS") attached hereto, be and is hereby approved; and
RESOLVED, That the agreed upon fee for the period February 28 through March 2, 2024 is \$11,385.00; 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 February 8, 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Teaching Strategies, LLC ("TS") (hereinafter Teaching Strategies) 4500 East West Highway, Suite 300 Bethesda, MD, 20814, 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 Teaching Strategies as an independent contractor to render to the District the services, and Teaching Strategies hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.
2. Professional services and duties of the Name: Teaching Strategies shall provide and render to the District the usual and customary services of a contractor for which services are delineated below:
 - a) Three (3) days of training for new to Pre-K level teachers on Pre-K objectives and the Teaching Strategies curriculum and assessment programs, on February 28, 29 and March 1, 2024.
 - b) Other duties as deemed appropriate.

All of the functions will be performed under the direction of the Superintendent and/or his designee. Teaching Strategies shall possess a thorough knowledge and ability to carry out the requirements of this service contract.

3. Relationship Between the Parties. Teaching Strategies shall not be an employee of the District. Teaching Strategies 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 Teaching Strategies. Upon receipt of payment invoices, the District shall pay to Teaching Strategies its services hereunder a sum not to exceed \$11,385.00 in 1 payment following services rendered upon receipt of invoices.

Payment checks payable to the order of the Teaching Strategies shall be deemed full payment to, and acquittance by Teaching Strategies.

5. Indemnification. To the fullest extent permitted by law, Teaching Strategies 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. Teaching Strategies 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. Teaching Strategies 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 February 8 to

March 2, 2024 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 Teaching Strategies under this Agreement are unique and personal. Accordingly, Teaching Strategies 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.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.
APPROVAL OF PAYMENT NO. 2 TO JOHN W DANFORTH COMPANY FOR BOILER IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated September 21, 2022, with John W. Danforth Company for Boiler Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$26,709.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,335.45; and

WHEREAS, The amount of payment the District will issue shall be \$26,709.00 less the required 5% retainage (\$1,335.45) as outlined in the contract, \$25,373.55; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$25,373.55 to John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #2; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

APPROVAL OF PAYMENT NO. 7 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$13,571.23; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$678.56; and

WHEREAS, The amount of payment the District will issue shall be \$13,571.23 less the required 5% retainage (\$678.56) as outlined in the contract, \$12,892.67; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$12,892.67 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.
APPROVAL OF PAYMENT NO. 7 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$495,930.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$24,796.50; and

WHEREAS, The amount of payment the District will issue shall be \$495,930.00 less the required 5% retainage (\$24,796.50) as outlined in the contract, \$471,133.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$471,133.50 to DV Brown & Associates, Inc. 567 Vickers Ave 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 Grants Finance.

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

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Cancemi.

APPROVAL OF PAYMENT NO. 3 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$19,646.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$982.32; and

WHEREAS, The amount of payment the District will issue shall be \$19,646.40 less the required 5% retainage (\$982.32) as outlined in the contract, \$18,664.08; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$18,664.08 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 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 Grants Finance.

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

7. Review of the Proposed Policy(ies) None

8. Information and Reports

8.01 Public Comment on non-agenda related items

8.02 Superintendent's Report

Thanked Board for its quick comprehension of the budget. March 14 and 21 final numbers will be presented.

The Eclipse date is Monday, April 8th. We have secured one pair of ISO (American Ophthalmology Association) approved eclipse glasses for every student in the district. They will be sent to schools for distribution on Friday, March 22nd for the April 8th eclipse. The Superintendent will also circulate a video link on proper use prior to. These are courtesy of the Niagara Falls Public Library and NASA. 7,500 pair. Instructional video. Our fields and lots will be open for viewing.

Congratulations to Frank Bellavia a grade 6 students at H.F. Abate who is one of 100 students nation-wide who wrote an essay and was selected for an astrological program inclusive of a telescope. The program is called Stellar Dreams. Way to go Frank and mom (Brienne/Abate) for your hard work and your recognition at Buffalo State on Monday.

The hallway ceiling tiles will soon be coming down to allow for work on the air conditioning at Gaskill and LaSalle Prep. Everything should be tied up nicely and out of the reach of all.

79th is holding Foundations meeting for parents on March 4 at 5:30 on the science of reading.

The LaSalle High School Alumni Association, under the direction of Ms. Joann Simon, President and Ms. Debbie Perkins collected toiletry items as an entry to the Reliving Rec LaSalle Alumni Association this past Friday at a reunion they conducted. There were so many incredible donations which will help us fortify our clothing closets. Great thanks to this group.

The 2024-25 school budget continues to be a work in progress. We are still awaiting some final information to conclude a budget gap. We will definitely require a super majority vote of more than 60% on May 21st as the result of a negative tax cap.

Congratulations to NFHS student Allie Ventry for qualifying for the New York State bowling championship competitions. This is a tremendous feat for one of our own to represent us across Section VI at the state competitions. Congratulations to mom(Sunnie) and dad(Ed) as well.

Wednesday, February 28th Residency Grant meeting with the district and Niagara University in the Main Auditorium at 3:30p.m.

8.03 Board Members Report and Comments

Mr. Cancemi BOCES board also concerned about budget and they will have a new Superintendent so it is undetermined at this time.

Mr. Vilardo thanked Mrs. Holody and staff for their work on budget. A goal to have no one laid off or any services reduced. Regarding the Fire Report: Mr. Vilardo would like to see a copy of a schools' fire report so Board members gain a more complete understanding of what is involved.

Mr. Paretto thanked Mrs. Holody and staff for their work on budget. Board members have been good stewards of funds and hope not to cut programs or personnel.

9. Advanced Planning

9.01 Future Agenda Items

BRS Thursday, March 14, 2024	ARS/Regular Mtg. Thursday, March 21, 2024
1.	1.
2. 2024-2025 General Fund Budget	2. 2024-2025 General Fund Budget
3. Review of Board Meeting Agenda Items – March 21 Regular Board Meeting – Mr. Laurrie, Mrs. Glaser, Ms. Massaro	3. Review of Board Meeting Agenda Items – March 21 Regular Board Meeting
	4. Regular Meeting

9.02 Future Meeting Dates

10. Adjournment on a motion by Mr. Cancemi seconded by Mr. Bilson, the Board adjourned in the memory of:

John Celestino, regional executive, CNHI publishing.

James Cindric, father of Rebecca Tantillo.

Katherine T. Langley, former teacher.

Daniel Littere, father-in-law of Georgia Littere.

Maria Rossi, mother of Connie Spears Cleaner at Niagara Falls High School.

Donald Rubin, Jr., brother of Kim Rubin, Hyde Park, and Angela Rubin 79th St.

Antoinette Tiede mother of Jim Tiede, aunt of Gail Favaloro, Timothy Gratto, member of maintenance department.

Betty Wise, retired associate.

10.01 Meeting Adjourned

Respectfully submitted,



Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: March 14, 2024

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:39 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. Cancemi, Mr. Capizzi, Mr. Kudela (excused)

NFHS Stanford Graduates:

Mr. Laurrie thanked Mr. Strangio for filming the evening and recognized Council member Donta Myles for attending the meeting. It is an honor to be partnering with Stanford in this program.

Mrs. Vilardo recognized Donte Richards and Donta Myles helped bring the program to NFHS. Ms. Vilardo recognized Mr. Rotella for his work on the program.

Ms. Fiden, Associate Vice Provost, Stanford, presented certificates of completion to the following students who completed coursework in STANFORD CS 105: INTRODUCTION TO COMPUTER SCIENCE - Angelic Adkins, Emma Beckles, Kiaire Fields, Asa Gates, Faiza Hossain, Hajira, Imran, Josiah Marple, L. Anthony Townsend, Y. Jesse Townsend, Josiah Walker.
Each student earned 5 credits.

2024 2025 Budget Review

Mrs. Holody (via phone) and Mr. Laurrie presented the following information:

Revenues: Foundation Aid – increased \$500,000 from previous estimate, because NYS Senate and Assembly each propose raising it from Governor's budget.

BOCES aid reduced \$1.2 million;
Excess Cost: reduced also.

Projected Revenue: \$183,784,639

Expenditures: changes include \$1 million more in subs; medical director; Increased costs include a 7% increase in retiree insurance costs and 9.5% increase in active employee insurance costs, attrition, tuitions, Say Yes start up cost.

Projected Appropriations \$190,812,049

The budget gap today stands at \$7,027,410, without use of reserves or fund balance.

To close gap, the district has a solution, but an unsustainable one:
Using funds from Fund Balance, TRS Reserve, ERS Reserve, EBALRS Reserve, Worker's Compensation Reserve, and Greenway Funds can close the gap this year.

Seventeen remaining CVA cases *could* impact the budget.

Niagara Falls is in a negative tax cap situation, thus requires a 60% in favor vote to pass the budget. If the budget fails, the tax levy will not change, but we would not be able to bus students fewer than one and a half miles away from schools, we could not purchase routine school supplies for students, and anyone wishing to utilize our facilities or fields would need to pay full price upfront before the event.

The budget will be recommended to the Board on April 11.

A review of the agenda was held.

Mr. Laurrie shared renderings on the greenhouse at Bond Primary, which will be the first in the State to have such a facility connected to a school. To accommodate the structure, the flag pole will be moved.

Regarding the recent violence at NFHS, Mr. Laurrie offered a public apology to the teachers injured in fights. Safety is the first concern, always. Therefore, the students involved will not be coming back to school. Anyone injured is encouraged to file a police report. Engaging in violence is a forfeiture of the right to attend NFHS.

Parents, please talk to children about the reality of consequences and the appropriate way to handle problems. There are myriad resources available to students.

In addition to the Stanford University opportunities, 44 other classes are offered whereby NFHS students can earn college credit.

Congratulations to Allie Ventry, who finished 16 of 66 students bowling in the State Championship, part of the Section VI girls all-star bowling team that took home the NYSPHSAA title Saturday in Syracuse.

Congratulations to Carson Robins, Jayla Scott, and Isaiah Swanson from Niagara Falls High School for being honored at the Niagara PAL Sports Awards.

Tomorrow at 8 a.m., the Wolverine Boys Basketball Team on way to Glens Falls to play for State Championship. Best of luck. Great job Coaches Bradberry, Starks, Esposito, Daniels, Cox, Wright, and Wilson.

We are going to work to create a separate parent group for parents of special needs student. Our first meeting will be on Monday, March 18th at 6p.m. at Central office.

Courtesy of the Niagara Falls Public Library and Friends of the Niagara Falls Library, we have ISO (American Ophthalmology Association) approved eclipse glasses for every student in the district. They will be sent to schools for distribution on Friday, March 22nd for the April 8th eclipse.

Annual Science Fair and Expo at H. F. Abate took place Wednesday, at the same time as the PTECH Parent/Student Information Night. at Lasalle Prep School.
On Wednesday, March 20th, a PTECH Parent/Student Information Night will be held at 6p.m. at Gaskill Prep School.

Tuesday, April 16th at 6p.m. Reverend Dr. Martin Luther King Awards and celebration will be held at Bond Primary School, honorees are Saladin Allah, Samika Sullivan, Nasreen Akhtar, and student Madison Simpson.

Thanks to Mr. Carella, Ms. Sullivan, Mr. Schwertfager and 10 PreK teachers for a successful audit of Pre-Kindergarten.

Thank you, Board, for patience with the budget.

The Board entered Executive Session at 7:17 p.m. on a motion by Mrs. Dunn seconded by Mr. Paretto for the purpose of discussing a contract for a school medical examiner. All in favor. The Board exited Session at 8:02 p.m. on a motion by Mr. Vilardo seconded by Mr. Bass. All in favor.

DATE: March 21, 2024

KIND OF MEETING: **Agenda Review Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: **Mr. Bilson, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mr. Kudela**

Mr. Lowery, NYSSBA Area 1 Director, was introduced to the Board. Mr. Lowery has a vast background in education. Mr. Lowery greeted the Board and encouraged communication and offered his services in any matter where he can be of service.

Mr. Carella, Ms. Sullivan, presented the following information about Aimsweb elementary program data. This data allows the district to see the progress of students by grade, teacher, and specific skill set.

The 2023 – 2024 ELA continued growth and improvement plan included updated Tier 1 ELA curriculum and resources to include NYS's "Big 6 Skills and Competencies," which are oral language, phonological awareness, phonics, comprehension, vocabulary and fluency.

The new grades two through five ELA trimester assessments mimic NYS Grades three through eight ELA assessments.

Continuous training is provided for all administrators, teachers, and assistants.

Administrators participate in virtual staff development from Wilson Language in order to evaluate fidelity to the program and support teachers' professional growth

Teacher training has concentrated on delivery of lessons and administration and analysis of Foundations unit assessments

Launched Wilson Language Facilitator Model at 79th St., Bloneva Bond and Kalfas

Three PEP lead teachers will complete facilitator certification with Wilson coaches in June.

For Tier 2, a restructured Primary Enhancement Program includes the appointment of certified teachers to lead PEP programming in each school; reduced intervention group sizes for more personalized instruction; continued training in all interventions on the district menu; new elementary schedule allows for minimum of 120 minutes of intervention per week for tier two students, and 200 minutes per week for Tier 3 students.

Future goals include extending PEP services to grade five where possible; to solidify Foundations facilitator roles for 24-25; providing one additional Foundations facilitator, who will be trained and assigned a demonstration school; ensuring continuous training for all staff; continuing parent information workshops; creating and distributing end-of-year PEP satisfaction survey to grades K – 4 teachers; and beginning grades 6 – 8 curriculum renewal, to include enhanced interventions for students reading below grade level.

Ms. Sullivan reported also that durable supplies were in good shape and would not need to be replaced this year. She also pointed out that Aimsweb data shows teachers precisely how to help each child address any specific deficits.

Mr. Carella pointed out that grade two was the clearest example of success, with those students getting the most help progressing to Tier 1, or the optimal tier. He stressed the importance of student attendance in order for success to occur.

Moving forward, Mr. Carella would like to expand the program to grade six.

Mr. Laurrie explained that It is of paramount importance that the program be funded.

Mr. Petrozzi requested a presentation from counselors and psychologists in the future, especially about COVID recovery.

2024 2025 Budget Review

Mrs. Holody (via telephone) and Mr. Laurrie presented the following information:

Revenues:

Foundation has not been increased; last year it was \$13 million; this year \$3.6 million.

Hopefully the senate/assembly will restore some funds.

Attrition rate was cut back, the Board will see some retirements on the personnel reports tonight. If possible, some positions will not be replaced.

The active health insurance increase is unprecedented at 9.5%.

Ms. Massaro commented that rates had not been raised in quite some time and that insurance is unpredictable. Mr. Petrozzi commented that NY44 is using reserves or the increase would be even greater.

5.23% budget increase reflected in the budget creates a gap of \$7, 207,410. Use of reserves will eliminate this but the answer is not sustainable going forward.

Mr. Laurrie pointed out that some things are not included in the budget, such as CVA claims and tablets on buses. Short Term Contracts also are not included. Several districts are laying off employees, but the Niagara Falls district is trying hard not to do that. The budget must pass by 60% in order to avoid a contingency budget.

A review of the agenda was held.

DATE: March 21, 2024

KIND OF MEETING: **Regular Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Regular meeting.
The meeting was opened with the pledge of allegiance offered by Sofia, a grade two student at G.J. Mann School and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: Mr. Bilson, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
* remote

MEMBERS ABSENT: Mr. Bass, Mr. Cancemi, Mr. Capizzi, Mr. Kudela,

Letters and Communications (SG4)

Oral Communications - Public Comment on Agenda Items :

Written Communications None

Recommended Actions from the Superintendent of Schools - Routine Matters

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

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr. Bilson.

4.01 Minutes – February 2024 (SG 4)

Final Resolution: Motion Carries

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr. Bilson.

4.02 Approval of Budget Transfer - #8 (SG3)

Final Resolution: Motion Carries

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

4.03 Approval of Bids – None.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Items 4.04 and 4.05 received and filed.

4.04 Treasurer's Report – January 2024 [\(SG3\)](#)

4.05 Budget Status Report – February 2024 [\(SG3\)](#)

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Bilson.

4.06 Personnel Report – Certificated [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Paretto.

4.07 Personnel Report - Classified [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo.

4.08 Report from Committee on Special Education [\(SG 1\)](#)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Vilardo.

4.09 Report from Committee on Preschool Special Education [\(SG 1\)](#)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Paretto

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

1. Youssou Lo Black History Month Celebration NTE \$1,000.00 A2110.400.2280 February 29, 2024
2. Open Buffalo Senior Student Seminar NTE \$2,000.00 F2110.404-098.5022 March 17, 2023
3. Duane Abel Draw Your Destiny Student Assembly 499.00 A2110.140.061 April 12, 2024 15 hours
4. Aquarium of Niagara Touch Tank with Turtles \$150.00 F2510.404.098.3124 April 16, 2024
5. Kellie Imes Feelings Rock with Kellie \$150.00 F2510.404.098.3124 April 11, 2024
6. Crystal Poyfair Prehistoric World \$325.00 F2510.404.098.3124 April 12, 2024
7. Neal Turvey Play University \$3,560.00 F2510.404.098.3124 April 9 – April 15, 2024
8. Kellie Imes Feelings Rock with Kellie \$200.00 F2510.404.098.3124 April 15, 2024
9. Kellie Imes Feelings Rock with Kellie \$150.00 F2510.404.098.3124 April 19, 2024

10. Buffalo Museum of Science Bubble Blast Outreach \$350.00 F2510.404.098.3124
April 10, 2024

11. Kellie Imes Feelings Rock with Kellie \$150.00 F2510.404.098.3124 April 16,
2024

12. Zuzu Acrobatics, Inc. Black History Month Celebration \$750.00 A2110.140.061
February 23, 2024

13. Paul Cameron-Inner City Bedlam Rev. Dr. Martin Luther King, Jr. awards
\$1,000.00 A1480.400-007 April 16, 2024

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Bilson.

4.11 February 2024 Head Start Report and Budget (SG 1)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

Unfinished Business - None

New Business

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF SPECIAL MEETINGS ON APRIL 11, 2024 (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) 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 7:00 p.m., on
Thursday, April 11, 2024, for the purpose of considering and/or acting upon the
Superintendent's recommended budget 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 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.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF SPECIAL MEETINGS ON APRIL 25, 2024 (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520
authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that the regular Board meeting scheduled for April 23, 2024 be
canceled and that a special meeting of the Board of Education be held in its place at the date
and time and for the purposes below mentioned; therefore, be it

RESOLVED, that the regular Board meeting scheduled for April 23, 2024 be canceled and
that a special meeting of the Board of Education be held at the Administration Board
Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, April 25,
2024, for the purpose of considering and/or acting upon such ordinary business as might
properly come before the regularly scheduled meeting of the Board if held on such date.

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 and the rules, by-laws and regulations of this Board.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF SPECIAL MEETING/PUBLIC HEARING ON MAY 8, 2024 (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that the regular Board meeting scheduled for April 23, 2024 be canceled and that a special meeting of the Board of Education be held in its place at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, that the regular Board meeting scheduled for April 23, 2024 be canceled and that a special meeting of the Board of Education be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, April 25, 2024, for the purpose of considering and/or acting upon such ordinary business as might properly come before the regularly scheduled meeting of the Board if held on such date.

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 and the rules, by-laws and regulations of this Board.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF SPECIAL MEETINGS ON MAY 16, 2024 (SG 4)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

RESOLVED, that the regular Board meeting scheduled for May 22, 2024 be canceled and that a special meeting of the Board of Education be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, May 16, 2024, for the purpose of considering and/or acting upon such ordinary business as might properly come before the regularly scheduled meeting of the Board if held on such date 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 and the rules, by-laws and regulations of this Board.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF SPECIAL MEETINGS ON JUNE 20, 2024 (SG 1, 2)

WHEREAS, The provisions of the Education Law §1606(3) and Board Policy 1520 authorize the Board of Education to hold special meetings; and

WHEREAS, It is necessary that the regular Board meeting scheduled for June 27, 2024 be canceled and that a special meeting of the Board of Education be held in its place at the date and time and for the purposes below mentioned; therefore, be it

RESOLVED, that the regular Board meeting scheduled for June 27, 2024 be canceled and that a special meeting of the Board of Education be held at the Administration Board Auditorium, 630 66th Street, Niagara Falls, New York, at 7:00 p.m., on Thursday, June 20, 2024,

for the purpose of considering and/or acting upon such ordinary business as might properly come before the regularly scheduled meeting of the Board if held on such date 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 and the rules, by-laws and regulations of this Board.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF APPOINTMENT OF ELECTION INSPECTORS FOR 2024(SG 1)

WHEREAS, The annual school election/budget vote of the Niagara Falls City School District will be held on Tuesday, May 21, 2024; and

WHEREAS, This Board at its February 22, 2024, 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 ab, sentee 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 20, 2024, be compensated \$25.00.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

Approval of Appointment of Alternate Election Inspectors for 2024 (SG 1)

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 21, 2024, be compensated \$25.00.

Marla McGahey, Lewis Ligammari, Barbara Petito, Charles Searcy, Josephine Mallory, Patrick Posey

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

Approval of Appointment of Machine Custodians for Election 2024 (SG 4)

WHEREAS, An election will be held on Tuesday, May 21, 2024, 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 22, 2024 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 2024 the following four people:

Ann Marie Hauptner, Head
628 Chestnut Avenue
Niagara Falls, NY 14305

John Szczepczenski
1246 89TH ST
Niagara Falls, NY 14304

Sami Grawe
762 4th St.
Niagara Falls, NY 14301

Andrea Zaccarella
668 69th Street
Niagara Falls, NY 14304

RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be paid \$600.00 for her services, and therefore, be it

RESOLVED, That Voting Machine Custodians John Szczepczenski, Sami Grawe, and Andrea Zaccarella each be paid \$450.00 for their services, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner is authorized, if needed, to assist the District Clerk at workshops to be held for election inspectors on Monday, May 20, 2024, and

BE IT FURTHER RESOLVED, That Head Voting Machine Custodian Ann Marie Hauptner be compensated \$25.00 for each workshop.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

Approval of Agreement with Dr. Philip Sauvageau for Director of School Health Services—03/01/24--02/28/25 (SG 1, 2)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. seconded by Mr..

Approval of Contract for Consultation Services Between The City School District of the City of Niagara Falls, New York and Tell Consulting for the 2023-2024 School Year (March 22, 2024 – June 30, 2024) (SG 3)

WHEREAS, The Family And Community Engagement and Student Mental Health Supports 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 Family And Community Engagement and Student Mental Health Supports Grants to staff, and to contract with TELL Consulting to continue trainings on culturally responsive practices in classrooms; and

WHEREAS, The Administration negotiated a Contract with TELL Consulting to provide consultation and instructional materials to staff members - not to exceed an agreed upon fee of \$3,400, payable after completion of the full day training and by June 30, 2024; and

WHEREAS, The Contract shall be effective for a term commencing March 22, 2024 and ending June 30, 2024; 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 the 2023/24 School Year; and further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

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 21st day of March 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th 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 regarding implementation for the 2023/24 School Year 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
- b) Instructional resources for teaching English Language Learners
- c) Assist 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 \$3,400 for one (1) full day staff training, payable in full after the completion of the full day training to the order of TELL Consulting. Staff members shall be provided all instructional resources at each professional development and access to any needed digital materials. Invoices shall be submitted by TELL Consulting after completion of each full day training. 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 \$3,400. Payment checks payable to the order of TELL Consulting shall be in one full payment of \$3,400 and for work completed before June 30, 2024.

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 March 22, 2024 to June 30, 2024, 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.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

Approval of Acceptance of Funds for the 2023/2024 Title I, School Improvement (Sig-A) Grant (SG 3)

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 TITLE I PART A, TITLE II PART A AND TITLE IV GRANTS

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 \$300,000.00 has been received; therefore be it

RESOLVED, that the Board of Education approves the Acceptance of Funds for the 2023/2024 Title I School Improvement Section 1003(a) Basic School Improvement Grant; and

RESOLVED, that the grant award of \$300,000.00 be credited to revenue account code F4289.030.24 2023/2024 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 2110.132-045-0324	23/24 SIG-A - PER DIEM - NFHS	\$4,600.00
F 2110.132-049-0324	23/24 SIG-A - PER DIEM - GPS	\$18,400.00
F 2110.132-065-0324	23/24 SIG-A - PER DIEM - 79TH	\$5,750.00
F 2110.132-098-0324	23/24 SIG-A - PER DIEM - D/W	\$2,875.00
F 2110.140-045-0324	23/24 SIG-A - SCH B - NFHS	\$14,995.00
F 2110.140-049-0324	23/24 SIG-A - SCH B - GPS	\$22,221.00
F 2110.140-065-0324	23/24 SIG-A - SCH B - 79TH	\$31,432.00
F 2110.140-098-0324	23/24 SIG-A - SCH B - D/W	\$5,081.00
F 2110.167-065-0324	23/24 SIG-A - HRLY CLSFD - 79TH	\$1,680.00
F 2110.404-045-0324	23/24 SIG-A - PRCHD SRVCS - NFHS	\$24,575.00

F 2110.404-049-0324	23/24 SIG-A - PRCHD SRVCS - GPS	\$21,500.00
F 2110.404-065-0324	23/24 SIG-A - PRCHD SRVCS - 79TH	\$27,600.00
F 2110.404-098-0324	23/24 SIG-A - PRCHD SRVCS - D/W	\$52,044.00
F 2110.540-045-0324	23/24 SIG-A - SUPPLIES - NFHS	\$5,830.00
F 2110.540-049-0324	23/24 SIG-A - SUPPLIES - GPS	\$12,879.00
F 2110.540-065-0324	23/24 SIG-A - SUPPLIES - 79TH	\$8,538.00
F 2110.540-098-0324	23/24 SIG-A - SUPPLIES - D/W	\$40,000.00
Grand Totals		\$300,000.00

Revenue Code: F4289.030.24

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 - \$300,000.00
 5. Total Staff – 0.00
 6. Number of Clients Served: 3,000
 7. Major Objectives / Activities / Evaluation
 - Provide support for the implementation of school improvement activities as required
- Final Resolution: Motion Carries
 Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF CHANGE ORDER NO. JCI-01 FOR THE AMERICAN RESCUE PLAN CAPITAL IMPROVEMENT PROJECT

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 - \$5,225,861.00
- Title II-A Teacher/Principal Training award - \$450,790.00
- SSAE Title IV – Part A award - \$315,894.00; therefore be it

RESOLVED, that the Board of Education approve the Acceptance of Funds for the 2023/2024 ESEA Title I Part A Improving Academic Achievement Grant, 2023/2024 Title II-A Teacher/Principal Training Grant and 2023/2024 SSAE Title IV – Part A; and

RESOLVED, that the grant award of \$5,225,861.00 be credited to revenue account code F4126.010.24 ESEA Title I Part A Improving Academic Achievement Grant, the grant award of \$450,790.00 be credited to the revenue account code F4289.430.24 Title II-A Teacher/Principal Training Grant and the grant award of \$315,894.00 be credited to the revenue account code F4289.020.24 SSAE Title IV – Part A Grant; and

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2110.133-045-0124	23/24 TITLE I - TCHR - PWAY 2 EXC - NFHS	\$470,035.00
F 2110.133-049-0124	23/24 TITLE I - TCHR - GPS	\$77,337.00
F 2110.133-050-0124	23/24 TITLE I - TCHR - LPS	\$82,232.00
F 2110.133-056-0124	23/24 TITLE I - TCHR - ABATE	\$241,991.50
F 2110.133-058-0124	23/24 TITLE I - TCHR - HYDE PARK	\$114,284.50
F 2110.133-060-0124	23/24 TITLE I - TCHR - MAPLE	\$43,851.20
F 2110.133-061-0124	23/24 TITLE I - TCHR - BBPS	\$65,775.80
F 2110.138-014-0124	23/24 TITLE I - TSA - CENTRAL OFFICE	\$49,333.00
F 2110.138-045-0124	23/24 TITLE I - INST COACH - NFHS	\$109,627.00
F 2110.138-049-0124	23/24 TITLE I - INST COACH - GPS	\$114,284.00
F 2110.138-050-0124	23/24 TITLE I - INST COACH - LPS	\$109,627.00
F 2110.138-056-0124	23/24 TITLE I - INST COACH - ABATE	\$22,857.00
F 2110.138-057-0124	23/24 TITLE I - INST COACH - CATARACT	\$219,254.00
F 2110.138-059-0124	23/24 TITLE I - INST COACH - KALFAS	\$139,341.00
F 2110.138-060-0124	23/24 TITLE I - INST COACH - MAPLE	\$189,571.00
F 2110.138-061-0124	23/24 TITLE I - INST COACH - BBPS	\$120,698.00
F 2110.138-065-0124	23/24 TITLE I - INST COACH - 79TH	\$39,466.00
F 2110.138-067-0124	23/24 TITLE I - INST COACH - MANN	\$114,284.00
F 2110.138-096-0124	23/24 TITLE I - TSA - HOMELESS LIAISON	\$38,600.00
F 2110.140-045-0124	23/24 TITLE I - P&F ENGAGE - SCH B - NFHS	\$17,285.00
F 2110.140-049-0124	23/24 TITLE I - P&F ENGAGE - SCH B - GPS	\$8,309.00
F 2110.140-050-0124	23/24 TITLE I - P&F ENGAGE - SCH B - LPS	\$16,124.00
F 2110.140-056-0124	23/24 TITLE I - P&F ENGAGE - SCH B - ABATE	\$4,404.00
F 2110.140-057-0124	23/24 TITLE I - P&F ENGAGE - SCH B - CAT	\$14,113.00
F 2110.140-058-0124	23/24 TITLE I - P&F ENGAGE - SCH B - H/P	\$14,328.00
F 2110.140-059-0124	23/24 TITLE I - P&F ENGAGE - SCH B - KALFAS	\$12,262.00
F 2110.140-060-0124	23/24 TITLE I - P&F ENGAGE - SCH B - MAPLE	\$12,984.00
F 2110.140-061-0124	23/24 TITLE I - P&F ENGAGE - SCH B - BBPS	\$12,533.00
F 2110.140-065-0124	23/24 TITLE I - P&F ENGAGE - SCH B - 79TH	\$11,787.00
F 2110.140-067-0124	23/24 TITLE I - P&F ENGAGE - SCH B - GJ MANN	\$13,526.00
F 2110.140-098-0124	23/24 TITLE I - SCH B	\$68,358.00
F 2110.143-045-0124	23/24 TITLE I - TA - PWAY TO EXC - NFHS	\$33,728.00
F 2110.143-056-0124	23/24 TITLE I - PEP TA - ABATE	\$276,325.00
F 2110.143-057-0124	23/24 TITLE I - PEP TA - CATARACT	\$86,725.00
F 2110.143-058-0124	23/24 TITLE I - PEP TA - HYDE PARK	\$182,537.00
F 2110.143-059-0124	23/24 TITLE I - PEP TA - KALFAS	\$55,812.00
F 2110.143-061-0124	23/24 TITLE I - PEP TA - BBPS	\$67,471.00
F 2110.143-065-0124	23/24 TITLE I - PEP TA - 79TH	\$125,317.00
F 2110.143-067-0124	23/24 TITLE I - PEP TA - MANN	\$35,401.00
F 2110.147-045-0124	23/24 TITLE I - PSA - NFHS	\$141,407.00
F 2110.164-014-0124	23/24 TITLE I - SECRETARY	\$19,179.00
F 2110.168-007-0124	23/24 TITLE I - DIST/PARENT COMMITTEE HRLY	\$577.00
F 2110.177-045-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - NFHS	\$900.00
F 2110.177-056-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - ABATE	\$450.00
F 2110.177-057-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - CAT	\$709.00
F 2110.177-058-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - H/P	\$619.00
F 2110.177-059-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - KALFAS	\$176.00
F 2110.177-060-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - MAPLE	\$521.00

F 2110.177-061-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - BBPS	\$353.00
F 2110.177-065-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - 79TH	\$428.00
F 2110.177-067-0124	23/24 TITLE I - P&F ENGAGE - CLSFD HRLY - GJ MANN	
\$156.00		
F 2110.404-057-0124	23/24 TITLE I - PRCHD SRVCS - CATARACT	\$34,480.00
F 2110.404-058-0124	23/24 TITLE I - PRCHD SRVCS - H/P	\$16,280.00
F 2110.404-059-0124	23/24 TITLE I - PRCHD SRVCS - KALFAS	\$23,826.00
F 2110.404-060-0124	23/24 TITLE I - PRCHD SRVCS - MAPLE	\$26,075.00
F 2110.404-061-0124	23/24 TITLE I - PRCHD SRVCS - BBPS	\$37,061.00
F 2110.404-065-0124	23/24 TITLE I - PRCHD SRVCS - 79TH	\$45,003.00
F 2110.404-067-0124	23/24 TITLE I - PRCHD SRVCS - GJ MANN	\$31,370.00
F 2110.404-071-0124	23/24 TITLE I - PRCHD SRVCS - CARDINAL O'HARA	\$10,829.00
F 2110.404-073-0124	23/24 TITLE I - PRCHD SRVCS - SACRED HEART	\$6,613.00
F 2110.404-075-0124	23/24 TITLE I - PRCHD SRVCS - STELLA NIAGARA	\$6,120.00
F 2110.404-077-0124	23/24 TITLE I - PRCHD SRVCS - BEYOND SUPPORT NETWORK	
\$3,037.00		
F 2110.404-078-0124	23/24 TITLE I - PRCHD SRVCS - CANISIUS HS	\$1,969.00
F 2110.404-079-0124	23/24 TITLE I - PRCHD SRVCS - CATH ACAD	\$52,513.00
F 2110.404-083-0124	23/24 TITLE I - PRCHD SRVCS - CHRIST ACAD OF WNY	
\$985.00		
F 2110.404-084-0124	23/24 TITLE I - PRCHD SRVCS - CTK	\$2,118.00
F 2110.404-087-0124	23/24 TITLE I - PRCHD SRVCS - ST PETER LUTHERAN	
\$3,938.00		
F 2110.404-088-0124	23/24 TITLE I - PRCHD SRVCS - ST PETER RC	\$8,860.00
F 2110.404-090-0124	23/24 TITLE I - PRCHD SRVCS - HOLY GHOST	\$9,844.00
F 2110.404-093-0124	23/24 TITLE I - PRCHD SRVCS - BAKER HALL	\$8,860.00
F 2110.404-098-0124	23/24 TITLE I - PRCHD SRVCS	\$85,920.00
F 2110.404-107-0124	23/24 TITLE I - PRCHD SRVCS - UNIVERSAL SCHOOL	\$985.00
F 2110.404-108-0124	23/24 TITLE I - PRCHD SRVCS - AL RASHEED 6108	\$1,969.00
F 2110.404-109-0124	23/24 TITLE I - PRCHD SRVCS - AL RASHEED 6418	\$1,969.00
F 2110.429-079-0124	23/24 TITLE I - PRCHD SRVCS - CATH ACAD	\$420.00
F 2110.540-056-0124	23/24 TITLE I - SUPPLIES - ABATE	\$7,547.00
F 2110.540-057-0124	23/24 TITLE I - SUPPLIES - CATARACT	\$6,568.00
F 2110.540-058-0124	23/24 TITLE I - SUPPLIES - H/P	\$5,629.00
F 2110.540-059-0124	23/24 TITLE I - SUPPLIES - KALFAS	\$10,033.00
F 2110.540-060-0124	23/24 TITLE I - SUPPLIES - MAPLE	\$5,307.00
F 2110.540-061-0124	23/24 TITLE I - SUPPLIES - BBPS	\$11,524.00
F 2110.540-065-0124	23/24 TITLE I - SUPPLIES - 79TH	\$6,410.00
F 2110.540-067-0124	23/24 TITLE I - SUPPLIES - GJ MANN	\$9,264.00
F 2110.540-069-0124	23/24 TITLE I - SUPPLIES - BUFF HEAR/SPEECH	\$985.00
F 2110.540-073-0124	23/24 TITLE I - SUPPLIES - SACRED HEART VILLA	\$3,231.00
F 2110.540-075-0124	23/24 TITLE I - SUPPLIES - STELLA NIAGARA	\$1,756.00
F 2110.540-077-0124	23/24 TITLE I - SUPPLIES - BEYOND LEARNING CENTER	
\$900.00		
F 2110.540-084-0124	23/24 TITLE I - SUPPLIES - CTK	\$800.00
F 2110.540-089-0124	23/24 TITLE I - SUPPLIES - ST JOHN LUTHERAN	\$1,969.00
F 2110.540-091-0124	23/24 TITLE I - SUPPLIES - ST STEPHEN	\$1,969.00
F 2110.540-181-0124	23/24 TITLE I - SUPPLIES - SGF - ROOSEVELT	\$11,813.00
F 2110.540-281-0124	23/24 TITLE I - SUPPLIES - SGF - CAMBRIDGE	\$25,596.00
F 2110.540-381-0124	23/24 TITLE I - SUPPLIES - SGF - ROSSLER	\$985.00
F 2110.540-681-0124	23/24 TITLE I - SUPPLIES - SGF MULLEN	\$8,860.00
F 2110.544-045-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - NFHS	\$3,872.00

F 2110.544-049-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - GPS	\$335.00
F 2110.544-050-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - LPS	\$723.00
F 2110.544-056-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - ABATE	\$2,165.00
F 2110.544-057-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - CAT	\$333.00
F 2110.544-058-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - H/P	\$520.00
F 2110.544-059-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - KALFAS	\$1,888.00
F 2110.544-060-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - MAPLE	\$1,005.00
F 2110.544-061-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - BBPS	\$2,144.00
F 2110.544-067-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - GJ MANN	\$13.00
F 2110.544-079-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - CATH ACAD	
	\$228.00	
F 2110.544-084-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - CTK	\$36.00
F 2110.544-098-0124	23/24 TITLE I - P&F ENGAGE - SUPPLIES - D/W	\$4,800.00
F 2110.800-096-0124	23/24 TITLE I - ERS	\$607.00
F 2110.802-096-0124	23/24 TITLE I - TRS	\$2,656.00
F 2110.803-096-0124	23/24 TITLE I - FICA	\$2,435.00
F 2259.133-045-0124	23/24 TITLE I - ENL TEACHER - NFHS	\$109,627.00
F 2810.133-045-0124	23/24 TITLE I - COUNSELOR - NFHS	\$475,650.00
F 2810.133-049-0124	23/24 TITLE I - COUNSELOR - GPS	\$74,039.00
F 2810.133-050-0124	23/24 TITLE I - COUNSELOR - LPS	\$109,627.00
F 2825.133-045-0124	23/24 TITLE I - SOCIAL WRKR - NFHS	\$126,074.00
F 2825.133-049-0124	23/24 TITLE I - SOCIAL WRKR - GPS	\$107,422.00
F 2825.133-058-0124	23/24 TITLE I - SOCIAL WRKR - H/P	\$60,219.00
	Grand Totals	\$5,225,861.00

Revenue Code: F4126.010.24

Account	Description	Budget
F 2110.132-098-4324	23/24 TITLE IIA - PER DIEM	\$46,000.00
F 2110.138-056-4324	23/24 TITLE IIA - INST COACH - ABATE	\$114,284.00
F 2110.138-060-4324	23/24 TITLE IIA - INST COACH - MAPLE	\$109,627.00
F 2110.138-061-4324	23/24 TITLE IIA - INST COACH - BBPS	\$57,142.00
F 2110.140-098-4324	23/24 TITLE IIA - SCH B	\$56,112.00
F 2110.404-079-4324	23/24 TITLE IIA - PRCHD SRVCS - CATH ACAD	\$7,715.00
F 2110.404-084-4324	23/24 TITLE IIA - PRCHD SRVCS - CTK	\$1,410.00
F 2110.404-098-4324	23/24 TITLE IIA - PRCHD SRVCS	\$15,000.00
F 2110.409-079-4324	23/24 TITLE IIA - TRAVEL - CATH ACAD	\$1,000.00
F 2110.409-098-4324	23/24 TITLE IIA - TRAVEL	\$42,500.00
	Grand Totals	\$450,790.00

Revenue Code: F4289.430.24

Account	Description	Budget
F 2110.132-098-0224	23/24 TITLE IV - PER DIEM	\$11,600.00
F 2110.138-049-0224	23/24 TITLE IV - INST COACH - GPS	\$43,851.00
F 2110.138-050-0224	23/24 TITLE IV - INST COACH - LPS	\$43,851.00
F 2110.138-056-0224	23/24 TITLE IV - INST COACH - ABATE	\$21,925.00
F 2110.140-098-0224	23/24 TITLE IV - SCH B	\$22,795.00
F 2110.404-079-0224	23/24 TITLE IV - PRCHD SRVCS - CATH ACAD	\$6,107.00
F 2110.404-098-0224	23/24 TITLE IV - PRCHD SRVCS	\$38,350.00
F 2110.409-098-0224	23/24 TITLE IV - TRAVEL	\$16,800.00

F 2110.540-084-0224	23/24 TITLE IV - SUPPLIES - CTK	\$988.00
F 2630.138-098-0224	23/24 TITLE IV - TECH INTEGRATOR - DW	\$109,627.00
Grand Totals		\$315,894.00

Revenue Code: F4289.020.24

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF CHANGE ORDER NO. JCI-01 FOR THE AMERICAN RESCUE PLAN CAPITAL IMPROVEMENT PROJECT

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. JCI-01 for \$13,808.00 to Johnson Controls 130 John Muir Dr Suite 100 Amherst, NY 14228; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

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

NIAGARA FALLS CITY SCHOOL DISTRICT
Niagara Falls New York

Regular Board Meeting

March 21, 2024

APPROVAL OF CHANGE ORDER NO. JCI-01 FOR THE AMERICAN RESCUE PLAN CAPITAL IMPROVEMENT PROJECT
BACKGROUND INFORMATION:

WHEREAS, This change order is needed to amend the original contract; and

WHEREAS, Clark Patterson Lee, Project Architect, and Buffalo Construction Consultants, Project Construction Manager, have recommended that the Board approve a change order for this purpose; therefore be it

RESOLVED, That the Board of Education hereby approves Change Order No. JCI-01 for \$13,808.00 to Johnson Controls 130 John Muir Dr Suite 100 Amherst, NY 14228; and

RESOLVED, That the President of the Board be authorized to execute the construction change order on behalf of the District; and

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

Contractor:

Johnson Controls
130 John Muir Dr 100
Amherst NY 14228 Contract No: 23007.003
Job Name: NFCSD ARP
Contract Description:
Control Systems
SCO No: 001
SCO Date: 2024-01-02
Location: SED# 40-08-00-01-0-043-011
Reason:

REVISION TO THE ORIGINAL CONTRACT

The terms and conditions of the original contract for the above work shall govern this change.

PCI	Description	Amount
002	Provide (2) 12" 3-Way Butterfly Valves with Acuator.	
All installation.		

\$12,700.00
003 4 - Low Limit Switches \$1,108.00
Total: \$13,808.00

Scope Description:

In consideration of the above, the Contract value is increased in the amount of \$13,808.00. The contract completion date will not be affected by this Change Order unless specifically noted below.

Original Contract \$177,783.97
Changes by Previous SCO's \$0.00
Contract Sum Prior to this SCO \$177,783.97
Amount of this SCO \$13,808.00
New Contract Sum to Date \$191,591.97

This Change order shall not constitute a change to the Contract until fully executed by all parties. Therefore, please acknowledge acceptance of this Change Order by signing in the space provided below. All original copies shall be returned to Buffalo Construction Consultants, Inc. for final processing and distribution.

Buffalo Construction Consultants, Inc. Johnson Controls

Accepted:
Accepted:

Date:
Date:

Architect Owner
Accepted:
Accepted:

Date:
Date:

Change Order
Proposal

To: Niagara Falls CSD Date: March 6, 2024
Attn: Earl Smeal Project: NFCSD ARP Project

Scope of Work

The scope will include all materials and labor as described herein:

- PRICING PER NYS CONTRACT NO. PT68817
- Provide (2) 12" 3-Way Butterfly Valves with Acuator for cooling tower

Exclusions & Clarifications

Please note the following exclusions and clarifications:

- Base contract terms & conditions apply
- Controls equipment other than what is listed above is excluded
- Mechanical equipment or modifications are excluded
- Power wiring is excluded
- Fans, fan motors, starters, variable frequency drives and dampers are excluded

Pricing

Pricing \$12,700.00

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work; subject however, to credit approval by Johnson Controls.

This proposal is valid until 4/6/2024

Johnson Controls

Purchaser – Company Name Seller – Company Name

Signature Signature

Name: Name: Scott Wegst
PO #: Date: 12/18/2023

Change Order
Proposal

To: Niagara Falls CSD Date: December 22, 2023

Attn:
Earl Smeal
Project:
NFCSD ARP Project
Scope of Work

The scope will include all materials and labor as described herein:

- PRICING PER NYS CONTRACT NO. PT68817
- (4) Low Limit Temperature Switches for Preheat Coil AHU-2

Exclusions & Clarifications

Please note the following exclusions and clarifications:

- Base contract terms & conditions apply
- Controls equipment other than what is listed above is excluded
- Mechanical equipment or modifications are excluded
- Power wiring is excluded
- Fans, fan motors, starters, variable frequency drives and dampers are excluded

Pricing

Pricing \$1,108.00

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work; subject however, to credit approval by Johnson Controls.

This proposal is valid until 1/22/2024

Johnson Controls

Purchaser – Company Name

Seller – Company Name

Signature Signature

Name: Name: Scott Wegst
PO #: Date: 12/18/2023

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilaro

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 03 TO JOHN W. DANFORTH IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (APR) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract, dated February 9th, 2023, with John W. Danforth for HVAC Contracting work for Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for retention in the amount of \$23,626.00; and

WHEREAS, HVAC work at Bloneva Bond Primary School has been reviewed the by the Architect, Clark Patterson Lee DBA CPL, and Construction Manager, Buffalo Construction Consultants, and work has been determined to be substantially and satisfactorily completed; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, Construction Manager, Buffalo Construction Consultants and Rebecca Holody, Administrator for School Business Services; AND

WHEREAS, The Application is in accordance with the Contract in the amount of \$23,626.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC updated will be submitted to NYS Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$23,626.00 to John W. Danforth Company 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment No 03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and reimbursement for expenses associated with the HVAC updated will be submitted to NYS Grants Finance.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 8 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$196,269.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$9,813.45; and

WHEREAS, The amount of payment the District will issue shall be \$196,269.00 less the required 5% retainage (\$9,813.34) as outlined in the contract, \$186,455.55; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$186,455.55 to DV Brown & Associates, Inc. 567 Vickers Ave 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 Grants Finance.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 9 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$10,113.50; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$505.68; and

WHEREAS, The amount of payment the District will issue shall be \$10,113.50 less the required 5% retainage (\$505.68) as outlined in the contract, \$9,607.82; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$9,607.82 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 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 Grants Finance.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$120,097.25; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$6,004.86; and

WHEREAS, The amount of payment the District will issue shall be \$120,097.25 less the required 5% retainage (\$6,004.86) as outlined in the contract, \$114,092.39; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$114,092.39 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO MKS PLUMBING CO. INC. FOR PLUMBING CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with MKS Plumbing for Plumbing work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, MKS Plumbing Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$6,700.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$335.00; and

WHEREAS, The amount of payment the District will issue shall be \$6,700.00 less the required 5% retainage (\$335.00) as outlined in the contract, \$6,365.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$6,365.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$176,700.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$8,835.00; and

WHEREAS, The amount of payment the District will issue shall be \$176,700.00 less the required 5% retainage (\$8,835.00) as outlined in the contract, \$167,865.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$167,865.00 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement

Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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 (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$192,215.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$9,610.75; and

WHEREAS, The amount of payment the District will issue shall be \$192,215.00 less the required 5% retainage (\$9,610.75) as outlined in the contract, \$182,604.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$182,604.25 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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 (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$192,215.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$9,610.75; and

WHEREAS, The amount of payment the District will issue shall be \$192,215.00 less the required 5% retainage (\$9,610.75) as outlined in the contract, \$182,604.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$182,604.25 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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 (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$192,215.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$9,610.75; and

WHEREAS, The amount of payment the District will issue shall be \$192,215.00 less the required 5% retainage (\$9,610.75) as outlined in the contract, \$182,604.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$182,604.25 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 1 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which

provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$463,825.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$23,191.25; and

WHEREAS, The amount of payment the District will issue shall be \$463,825.00 less the required 5% retainage (\$23,191.25) as outlined in the contract, \$440,633.75; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$440,633.75 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

The following resolution was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF CONTINUATION APPLICATION FOR THE 2024/2025 HEAD START/EARLY HEAD START GRANT

WHEREAS, On January 2nd 2021, the City School District of the City of Niagara Falls (hereafter known as "The District") submitted an application to become the provider of Head Start/Early Head Start services in Niagara Falls, NY; and

WHEREAS, The District was awarded the Head Start/Early Head Start Grant on September 8th, 2021, the District received the official grant award notice, called Notice of Award, for the Head Start/Early Head Start Grant; 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 4 of the Head Start/Early Head Start Grant is 07/01/2024 – 06/30/2025, with a combined funding of \$2,438,041.00; and

WHEREAS, The Board needs to approve the attached continuation application budget and narrative for the Head Start/Early Head Start project period of 07/01/2024 – 06/30/2025; 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 2024/2025 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 07/01/2024 – 06/30/2025; be it further

RESOLVED, The District Clerk has the authority to secure the signature of the President of the Board of Education; and be it further

RESOLVED, The President of the Board of Education is designated as authorized to sign the attached Continuation Application.

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NY #02CH012103

HEAD START / EARLY HEAD START

NON-COMPETING CONTINUATION GRANT APPLICATION 07/01/2024-06/30/2025

TABLE OF CONTENTS

INTRODUCTION AND BACKGROUND 2

SECTION I PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY

Subsection A:

Goals 2-12

Subsection B:

Service Delivery 12-30

Subsection C:

Governance, Organizational, and Management Structures 30-37

SECTION II BUDGET AND BUDGET JUSTIFICATION NARRATIVE

Budget & Budget Justification (including T&TA) 38-49

Introduction & Background

The Niagara Falls City School District (NFCSD) is submitting this Non-Competing Continuation Application for the District's Head Start / Early Head Start Program for the upcoming budget period providing funding from July 1, 2024 through June 30, 2025. 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 over 2 years as a new first time Head Start grantee and approximately 6-months into our second 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

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.

All NFCSD HS/EHS classrooms will provide a high-quality socially and emotionally responsive learning environment as measure by Pyramid Model professional practices indicators

Conduct pre-and post-CLASS observations in HS classrooms

Progress: Pre-CLASS observation completed

Provide and/or facilitate coaching activities based upon CLASS and TSG scores

Progress: Math, language and literacy trainings for teachers during pre-service. Pyramid Model Preschool training for HS and Pyramid Model Infant – Toddler training for EHS. Second Step Curriculum Training for HS.

Provide and/or facilitate professional consulting related to CLASS and TSG

Progress: Training provided by TSG Early Learning Solutions Specialist pertaining to lesson plans, DAP, and cloud access for resources and professional development was held during pre-service with follow up and ongoing support.

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

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 during pre-service in 2022 – 2023 with continued support this year as a component of our program's participation in QUALITYstarsNY. Throughout the school year, teachers refer to ECERS-3 and ITERS-3 to ensure their classrooms are developmentally appropriate. Inventory of Practice (IOP) is also utilized as a key component of the Pyramid Model.

Develop strategies to increase attendance of children

Progress: Systems and processes have been put in place for family service team to follow-up and support families that has resulted in improvement in attendance since taking over the program in January 2022.

Provide staff training on Pyramid Model (PM)

Progress: HS teaching staff received PM training in the spring of 2022. EHS staff completed PM training in fall 2023.

Conduct PM indicators assessment

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.

Provide and/or facilitate coaching activities based upon the assessment of Pyramid Model indicators

Practice-based coach from Niagara University provided training since September, while using the Inventory of Practices as a tool for targeting indicators and providing intentional coaching. Coaching supports have evolved during this current school / program year and provided by multiple partners.

Partner with behavioral health and mental health consultants when needs are identified that require functional behavior support plans and top tier interventions.

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 is in place with Best Self Behavioral Health that includes intern, consultations, resources and supports. 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. Additionally, a series of training on trauma-informed care is being delivered to all HS and EHS teachers during the current school / program year.

Partner with Niagara University Early Childhood Initiatives for professional development and coaching support

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 in 2023. We have now added coaching supports from PEDALS – Positive Emotional Development and Learning Skills along with the Second Step Curriculum.

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.

Objectives Activities/Action Steps and Methods to Meet Objectives

All children enrolled in NFCSD HS/EHS will achieve healthy indicators in the areas of health and nutrition.

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.

All classrooms will demonstrate trauma-informed practices to establish a healthy, nurturing, and supportive environment for children, families, and staff.

All NFCSD HS/EHS children and their families will receive comprehensive social and emotional support and services for healthy development and overall well-being. Ensure timely health, dental, vision, and hearing screenings and referrals

Progress: Our Health Coordinator completes vision and hearing screenings are completed in-house as well as the child's physical as indicated on the 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.

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.

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.

Partner with health insurance providers and facilitated enrollers to help families access health insurance and link them to a medical home

Progress: 100% of our enrolled families have health insurance. Fidelis Health is a partner and serves on our Health Services Advisory Committee (HSAC).

Access the expertise of the district's medical director. 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.

Utilize the collective expertise and resources of the already established HS/EHS Health Advisory.

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. A mental health/behavioral health/wellness sub-committee has been formed during the current school / program year.

Develop strategic partnerships with and access the services of early childhood mental health consultants and trauma-informed care organizations in the community

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. A new partnership with BestSelf Behavioral Health was added this year that enhances this aspect of the program.

Provide staff training in Trauma-Informed Care (initial and follow-up training)

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. Both ITTIC and BestSelf have offered trainings on this topic with additional supports built in during the current school / program year.

Access resources from the NYSA of Infant and Early Childhood Mental Health

Progress: Resources and supports shared with staff by the Infant and Toddler Mental Health Specialist

ACES Training is provided to all staff from NYS OCFS Progress: Adverse Childhood Experiences (ACEs) Training provided by education consultant Christine Fecio during pre-service. Both ITTIC and BestSelf have delivered follow up trainings on this topic with additional supports built in during the current school / program year. Including Mental Health First Aid for staff and parents.

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.

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 2024 for preschool aged children. These were also offered in Spring 2023.

Partner with Pinnacle Community Services Healthy Families program to provide parents with parenting classes and Conscious Discipline curriculum.

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.

Track child, family and PIR data in ChildPlus

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 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.

Opportunities will be provided for both HS/EHS staff and families to participate in Mental Health First Aid Training (MHFA).

Progress: A partnership with BestSelf Behavioral Health was development in spring/summer 2023 and they provided this MHFA training during the 2023 pre-service and to parents during the 2023 – 2024 program year.

MHFA pre-and post-training data will be collected and analyzed

Progress: This is being implemented during the current 2023 – 2024 program / school year.

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.

Objectives Activities/Action Steps and Methods to Meet Objectives

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 as measured by MOUs, Partnership Agreement, and family outcomes survey data.

NFCSD HS/EHS families will demonstrate increased family functioning as measured by family outcomes data.

Develop Family Outcomes Survey

Progress: Family Outcomes Survey was developed and administered at the end of this program year during the final home visit.

Administer Family Outcomes Survey and establish baseline data

Progress: This was our first year administering the Family Outcomes Survey at the culmination of our first full school / program year. Revisions have been made as we plan for this to be utilized at the culmination of the current school / program year.

Develop MOUs and Partnership Agreements with community-based partners

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, PEDALS, Foster Grandparent Program, Childcare Clearinghouse of Niagara, Child Advocacy Center and BestSelf Behavioral Health.

Review and revise the Family Partnership Agreement used by the interim grantee with input from families and the family services team

Progress: The Family Partnership Agreement was revised after receiving input from families and Training and Technical Assistance Specialists.

Analyze the development and completion of goals established in the Family Partnership Agreement process to improve programs and services

Progress: This was completed over the summer of 2022 and strengthened in the summer of 2023 based upon the Family Partnership Agreement process already in place when we took over administration of the program from the interim grantee.

Continue to develop resources and processes to collect and analyze family outcomes data

Progress: Training and Technical Assistance has provided initial and subsequent trainings for the family services team to enhance this area. A training for our HS / EHS Management Team is being planned for the summer of 2024 on data collection, analysis and interpreting data to make informed decisions to strengthen this area further.

Track and analyze data gathered from parent/family engagement and training activities

Progress: Systems have been developed and implemented to strengthen this area.

Roster of parents/families and staff attending trainings

Progress: Sign in/out sheets for parent/family and staff trainings are documented and maintained in program files.

PIR data collected in ChildPlus

Progress: PIR data is input and tracked in ChildPlus. Data is checked periodically for quality assurance.

Update Community Needs Assessment (CNA)

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. A community needs assessment is being updated and final report is being completed at this time. Finding will inform decisions regarding HS / EHS program design and potential Change of Scope Amendment.

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

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. The updated community needs assessment being finalized at this time will be used to inform the program moving forward.

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

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. 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

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 and again during pre-service 2023. This area continues to be strengthened as the program evolves.

Ensure effective multidisciplinary team meetings and other collaboration meetings are used to proactively address individual children's strengths and needs. 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. 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)
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.

Conduct pre-and post-CLASS assessments

Progress: Pre-CLASS assessment completed in HS classrooms by the education supervisor, a certified CLASS observer.

Pyramid Model Indicators assessment

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.

Provide Pyramid Model resources, training and supports for families

Progress: PIWI and Positive Solutions for Families workshops have taken place for families to attend.

Partner with the Parent Network and other programs to support families in developing advocacy skills. 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.

Family outcomes data collection

Progress: This area has been strengthened since first taking over administration of the program in January 2022 and continues to evolve. Trainings and Technical Assistance Specialists assigned to our program have provided training to our family services/ERSEA coordinator and our family services team. This area continues to be strengthened as the program evolves. In June/July 2024 it will be the culmination of our second full HS / EHS school / program year of family outcomes data collection. This data will be assessed to determine family outcome measures.

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 previous Continuation 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. At the time of writing this Non-Competing Continuation

Application our Community Assessment is in the process of being updated for future planning. However, as our Community Assessment document is being finalized current community assessment data available has been included where appropriate 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 47,285. Niagara Falls is currently declining at a rate of -0.74% annually and its population has decreased by -2.55% since the 2020 census, which recorded a population of 48,520. 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. The most recent population data in the city of Niagara Falls estimates that 6% (2,642) of the city's population are children under 5 years of age.

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 \$65,882, in contrast, the median household income in the city of Niagara Falls is \$43,336 which is 42% less than that of the state. The median income for an individual is \$31,218, which is 27% less than that of the state. About two-thirds of jobs in Niagara Falls pay less than \$40,000 per year, with an average earning of \$37,600.

Educational attainment levels in the city of Niagara Falls are low particularly as it concerns the percentage of adults over the age of 25 who have a bachelor's degree (13%) or post graduate degree (9%). The overall higher education is well below the rate of New York State (40%). The majority of current residents over the age of 25 in the city of Niagara Falls have a high school diploma or equivalency diploma (35%). The percentage of those with a 9th to 12th grade education is 9% and 4% have less than 9th grade education.

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 continues to be felt by both residents and many employers.

As we all adapt to a post-pandemic world, the NFCSD HS / EHS program continues the quest 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 an estimated 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 an estimated 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 limited child care providers in the city of Niagara Falls licensed for infants and toddlers.

The impact of the COVID-19 pandemic continues to be experienced by our children and families in the city of Niagara Falls. The attendance of both children and staff have been affected during the 2022 – 2023 school / program year as well as the current 2023 – 2024 school / program year as waves of COVID-19, RSV, Norovirus, and the flu have been persistent and prevalent. In recent months the human metapneumovirus (HMPV) has also emerged in the community. 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 in the city of Niagara Falls have returned to work in the past year, it is still a challenge to enroll new children, in some instances. Main reasons included, parents working inconsistent hours; indecisiveness regarding sending children to program vs having family member care for their child in their own home. There are also parents that prefer to enroll their preschool age child in the District's Pre-K 3 or Pre-K 4 program over Head Start out of convenience because older siblings attend elementary school in the same school building.

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 stable affordable housing, food insecurity, 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 children 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 and other resources. 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 with city residents and district-wide. Participants of the survey 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

At this time, there are no requested changes to program options or our funded enrollment. 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 is 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 2024 – 2025 program calendar is in development at this time, but our program ensures that HS children are provided with a HS program that exceeds the minimum of 1,080 hours annually and the EHS children are provided with a program that exceeds the minimum of 1,380 hours annually in adherence with the Head Start Program Performance Standards (HSPPS).

NFCSD delivers HS / EHS 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, but is being considered.

c. Conversion: Not applicable at this time, but is being considered.

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 and our first Continuation Application it was anticipated that the District would acquire the title of another Federal interest property that the previous grantees had operated an EHS program. This building served HS / EHS in the city of Niagara Falls for more than a decade and was known as the Donovan Center. Since this building was not transferred to the NFCSD, we are operating two, rather than three program facilities. Until recently, the District remained hopeful that the building would eventually be acquired, but in mid-January 2024 we were informed that the Office of Head Start has determined the building will be sold.

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. It is conveniently located within walking distance of two elementary schools that receive Head Start children as kindergarteners and offers a more convenient location for families who have other children attending in these nearby elementary schools. It is also located two blocks from a bus route on nearby Pine Avenue.

Community Education Center: The Community Education Center (CEC) is a District owned building that was an elementary school prior to being utilized as the CEC. It is located in the LaSalle area of the city of Niagara Falls and serves all 40 of our Early Head Start children. The CEC is also 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 our HS / EHS 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

The Criteria for Selection was reviewed and approved by the Policy Council (PC) with no changes at this time. It has now been submitted to the governing body for review. A review of the Criteria for Selection by both the PC and governing body occurs annually. A copy of the current Criteria for Selection 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. Last year was our first full cycle of recruitment efforts under the District. Registration application packets were made available 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 both of August 2022 and 2023, and attend an annual event in April called, "Walk Against Child Abuse." These are just a couple of examples of the types of events in the city that are used as recruitment opportunities.

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. The Superintendent includes information about registering for the District's ECE programs, that include HS / EHS in his weekly robo-calls to the community and in regular updates via email to the school community.

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 into 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 into 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 Early Rating Scales (ERS), the ECERS and ITERS as program assessment tools, aid our program in assessing the quality of our early childhood learning environments, and target areas that need strengthening. The HS / EHS program is participating in QUALITYstarsNY and receives coaching and support in using the Early Childhood Environment Rating Scale – 3 (ECERS-3) and Infant Toddler Environment Rating Scale – 3 (ITERS-3) from a Quality Improvement Specialist assigned to our program.

The onsite practice-based coaching model is a requirement of Early Head Start as stated in the Head Start Program Performance Standards. The Head Start Early Care and Learning Knowledge Center defines practice-based coaching as “a... strategy that uses a cyclical process... that supports teachers’ use of effective teaching practices that lead to positive outcomes for children.” This method is all about ongoing, collaborative partnerships between coaches and teaching staff, tailored to meet a teacher’s individual learning goals and drive Head Start performance standards. For this reason, the District’s Early Head Start Program implements this practice-based coaching model. During the 2023 – 2024 school year the District was able to contract with Child Care Resource Network to provide coaching through The WNY Infant Toddler Resource Network – Regional Infant Toddler Technical Assistance Center, a program funded by a NYS Office of Child and Family Services grant which is held by Child Care Resource Network. Under this grant, Infant Toddler Specialists provide infant and toddler specific training, coaching, and consultation within the eight counties of WNY.

Therefore, the coaching services for EHS during the current school year were able to be provided at no cost to the District. However, we were advised in future years we will likely need to pay for this service and we have budgeted for this accordingly.

Positive Emotional Development and Learning Skills (PEDALS) is designed to support effective training, implementation, and sustainability of evidence-based and best practice curricula in preschool classrooms that result in measurable improvement in the social and emotional well-being of children. Based on extensive research into these evidence-based practices and materials, developers created five components that together make up the PEDALS program. The five components of the PEDALS Model include: Social emotional curriculum, Second Step; In-class coaching by early childhood experts; Identification of needs and providing supports; Program improvement and sustainability planning; and Data for improvement and evaluation. PEDALS provided professional development for all Head Start teaching staff, in the Second Step Curriculum during preservice of the current school / program year. This day also served as the PEDALS kickoff that consisted of an orientation to the PEDALS Program and meeting PEDALS coaches. Each Head Start classroom received a Second Step Curriculum. The Second Step early learning curriculum teaches children ages 3 to 5 core social-emotional and self-

regulation skills. Skills for Learning, Empathy, Emotion Management, Problem solving, and Friendship Skills, and Transitioning to Kindergarten. Second Step is aligned to the Head Start Program Performance Standards and the PEDALS model implemented in Head Start classrooms is strengthening teaching staff's capacity in supporting Head Start student's social-emotional development and overall well-being. Participation in PEDALS was of no cost to the District as our Head Start program's participation is funded through grants awarded to Lakeshore Connections from the Ralph C. Wilson Jr. Foundation. PEDALS participation is for two full school / program years and then transitions to a sustainability plan that will be developed jointly with the HS and PEDALS team.

Our EHS program has applied to participate in the infant toddler version of PEDALS for the 2024 – 2025 school /program year. It is anticipated we will be selected as a program partner. This program is entitled, "Everyday Interactions Matter" (EIM) and is a professional development initiative designed to help early childhood educators learn and grow from their own practice. Through a strength-based process of observation, discussion, and reflection, educators take a close look at the everyday moments they share with children. EIM has an individual-based approach based on the needs of each learning community. EIM was inspired by Fred Rogers, otherwise known as the beloved Mr. Rogers. He believed that human relationships are essential to children's development at any age. Through television, Fred modeled the kind of human relationships that fostered trust, provided support, and inspired respect. Fred's message to parents and professionals alike is that they are already capable of building and sustaining a beautiful relationship with the children in their care. Developed by Dr. Junlei Li, SI is grounded in this particular aspect of Fred's legacy as well as in the convergence of developmental theory and research evidence. All children grow and thrive in the context of close and dependable relationships that provide love and nurturance, security, and responsive interactions. The EIM is consistent with EHS model with a focus on nurturing and responsive relationships as the foundation for healthy development and early learning. This partnership is in the early stage of development, but worthy of mention in this section of the Non-Competing Continuation Application.

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.

Various Mental Health Initiatives are underway in our program. An early childhood mental health consultant is working with EHS teaching staff in-person, visiting the classroom and providing coaching and guidance. She also provides training and support on how teachers must maintain their own health and mental health as a priority when it comes to their overall well-being. This is provided through our local child care resource and referral agency, Child Care Clearinghouse of Niagara. Another partnership in place is with Best Self Behavioral Health and includes the following components: a mental health intern, on-site mental health consultations, and Mental Health First Aid for staff and parents, seminars on self-care and wellness for staff and parents, and seminars for teachers on Teacher-Child Interaction Skills (TCIS) and for parents on Parent-Child Interaction Skills (PCIS). TCIS and PCIS are modified versions of Teacher-Child Interaction Training (TCIT) and Parent-Child Interactions Therapy (PCIT). TCIS and PCIS uses skills outlined in these evidence-based treatments for young children ages 2 – 7, who exhibit extreme disruptive behaviors. Both, TCIT and PCIT are highly effective with children presenting extremely challenging behaviors such as aggression, defiance, hyperactivity, tantrums and profanity. The TCIT model facilitates a consistent,

positive classroom culture, benefiting all the children in the classroom, especially those with extremely challenging behaviors who do not respond to standard classroom management practices and child guidance methods.

The NFCSD has a partnership with the University of Buffalo's Institute on Trauma and Trauma-Informed Care. This is embedded in the Buffalo Center for Social Research, UB School of Social Work. Through this partnership our HS / EHS staff are benefitting from ongoing professional development, resources, and supports in the area of trauma and trauma-informed care. Staff and parents are linked to counseling resources and as needs are identified referrals are provided.

Our program is fortunate to have support from those with expertise in mental and behavioral health, as extreme challenging behaviors in very young children are on the rise in our community, in the region, and nationwide. The effects of the COVID-19 pandemic are noticeable, as behavioral issues are on the rise among children known as "COVID babies," which colloquially refers to children born during the pandemic when many families were isolated and deprived of normal and regular socialization experiences. Evidence shows that social isolation linked to the pandemic has adversely affected the social communication skills of children during this time. This is noted in our most recent Community Needs Assessment being finalized at this time.

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 and Continuation Application last year as our program was in its infancy.

As a still relatively new grantee, our program continues to utilize 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 was 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.

Our family and community services team have established relationships with community-based providers in the city of Niagara Falls and are a part of a larger network of community partners that serve the Niagara County where our program is nested.

9. Services to Children with Disabilities

We do not anticipate any changes in this area during the 2024 – 2025 school / program year and has been enhanced during the current 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 aforementioned 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 2023.

Multidisciplinary Team (MDT) meetings are held monthly, and include the child's Teacher, Family Advocate, Program Manager/Education Supervisor, Health Coordinator and Center Director. Others are asked to join as 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 Program Manager/Education Supervisor has oversight of the disabilities service area and 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 continue 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:

Mr. Russell Petrozzi – fiscal/accounting

Mr. Vincent Cancemi – early childhood education

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, etc. 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 previous Non-Competing Continuation Application.

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 Director works in close consultation and collaboration with the District's HR Administrator 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 it 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, 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 go through a modified orientation process, and participate in mandatory NYS OCFS trainings and other trainings that are offered online. While working in the program, new employees receive support from a practice-based coach as well as supervisors through evidence-based practices that enhance their knowledge of early childhood education and developmentally appropriate practices.

Our program partners with the local 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 invited to attend trainings and professional development as deemed appropriate. As with all new employees, if a foster grandparent joins the program after pre-service, they receive training and support through other modalities such as online experiences. We experienced challenges in attracting, recruiting, and hiring qualified staff during the 2022 – 2023 school / program year, but it has improved during the current 2023 – 2024 school / program year. It impeded our ability to open more classrooms to reach our funded enrollment, especially in our EHS program. Another critical position that had 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.

Prior to the start of the current school / program year we 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 was preferred that the Health Coordinator have a bachelor's degree and be a Registered Nurse (RN), but we also considered a those with a bachelor's degree who are also a Licensed Practical Nurse (LPN). The changes we made resulted in attracting qualified candidates and the position was filled at the start of the 2023 – 2024 school / program year. Likewise, we were able to attract qualified teachers for both HS and EHS as well as other vacant positions. We will continue to explore creative solutions whenever we need to fill staff vacancies 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 necessary. As stated in the Service Delivery Section, the city of Niagara Falls has been experiencing a nursing shortage and this is likely a significant contributing factor to the challenges we faced in trying to fill the Health Coordinator position. Fortunately, our staffing is stable at the time of writing this Non-Competing Continuation Application.

One new position has been built into our 2024 – 2025 school / program year budget and that is a School Safety Officer at our District's Head Start location referred to as the DiFrancesco Center. This is a federal interest property, whereas the Early Head Start program is located in the District's Community Education Center, a multi-purpose building that already has a School Safety Officer. Every school building in the District has one or more School Safety Officers assigned depending on the size of the building as well as other factors. School safety in our community in the city of Niagara Falls and neighboring communities continues to be a topic of concern. This is also a concern nationwide as community violence and incidents of violence in schools has become common in the daily news. Recently, some of our staff and parents started inquiring about the possibility of hiring a School Safety Officer for HS and through continued discussions with the Superintendent, Policy Council, and Board we have determined there is a

need to add this position and it is reflected in the budget section of this Non-Competing Continuation Application.

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). Since that time two of our Teacher Assistants have successfully completed CDA.

The HS / EHS Management Team, with support from OHS T & TA specialists, had a professional development training on developing a Self-Assessment Tool. The annual self-assessment process this first time around was very basic and used to facilitate the identification of program strengths and opportunities to grow that will inform the development of program improvement plans it will be more robust in moving forward as we now have the staff capacity we did not have previously. It is important to note that this is an area we are working on now to develop a more formal self-assessment process at the culmination of this current 2023 – 2024 school / program year. As we continue to evolve as a first-time grantee, a more detailed HS / EHS self-assessment will be developed this school / program year with targeted program improvement plans based upon the results. This 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). The 2022 – 2023 school / program year was focused on building a foundation and fixing areas that needed immediate attention. We prioritized, planned and implemented improvements in phases like building blocks.

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. Since that time more partnership has been formed and the partnership with UPD has grown stronger.

As we are now about 6 months into our second 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 specialists will continue working with us in various ways. We look forward to implementing the formal self-assessment process to assess at the end of this current school / program year. This will involve all stakeholders (i.e., staff, parents, Policy Council, governing body, 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 are for the time period of 07/01/2024 – 06/30/2025. 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	\$2,157,156.00	\$0.00	\$251,518.00
Fringe Benefits	\$50,666.00	\$0.00	\$290,314.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00		
	\$0.00		
	\$0.00		
Supplies	\$35,000.00	\$0.00	\$0.00
Contractual	\$116,000.00	\$34,219.00	\$27,500.00
Construction	\$45,000.00	\$0.00	\$40,179.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$2,403,822.00	\$34,219.00	\$609,511.00
Indirect Charges	\$0.00	\$0.00	\$0.00
Total	\$2,403,822.00	\$34,219.00	\$609,511.00

Personnel	Operations	T&TA	Non-Federal Share	TOTAL
	\$2,157,156.00	\$0.00	\$251,518.00	\$2,408,674.00

Personnel expense is budgeted to encompass 88% of the District's Head Start/Early Head Start allocation amount for the 2024/2025 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	Qualifications
HS/EHS Program Director	Haley O'Stewart, Lynnette	\$85.07	\$149,715	Ph.D. & M.S. Ed.
NYS SAS Cert.				
HS/EHS Education Coordinator	Scott, Amy	\$43.98	\$77,398	M.S. Ed.
HS/EHS FC/ERSEA Coordinator	Linde, Nicole	\$33.66	\$59,242	BA & FDC
HS Custodian	Mohammed, Yaseem	\$21.76	\$38,303	GED
EHS Custodian (part-time)	Rodriguez, William	\$20.29	\$17,852	AS
HS/EHS Administrative Assistant & Data Specialist	Shank, Dana	\$27.95	\$47,951	AS
Sec./Data Entry				
Family Advocate	Daniels, Beverly	\$25.66	\$36,701	FDC

Family Advocate	Brindley, Katrina	\$24.00	\$34,317	Associates
Family Advocate	Parmer, Lecia	\$24.06	\$34,406	Masters
HS Instructional Teacher	Castro, Colleen	\$36.64	\$52,394	M.S. Ed.
NYS Cert.				
HS Instructional Teacher	Orshal, Jessica	\$34.54	\$49,394	BA (non-cert)
HS Instructional Teacher	Hooley, Olivia	\$33.84	\$48,394	BA – NYS Cert.
HS Instructional Teacher	Melson, Leah	\$35.24	\$50,394	BA – NYS Cert.
HS Instructional Teacher	Voutour, Melissa	\$34.54	\$49,394	BA (non-cert)
HS Instructional Teacher	Choolokian, Pamela	\$36.64	\$52,394	M.S. Ed.
NYS Cert.				
HS Instructional Teacher	Vacant	\$32.48	\$46,445	
HS Instructional Teacher	Vacant	\$32.48	\$46,445	
HS Instructional Teacher	Vacant	\$32.48	\$46,445	
HS Teaching Assistant	Bax, Susan	\$21.77	\$31,136	CDA
HS Teaching Assistant	Voutour, Jenna	\$21.77	\$31,136	AS
HS Teaching Assistant	McCoy, Ciara	\$20.65	\$29,524	ECE College
Coursework/CDA				
HS Teaching Assistant	Hayes, Cheryl	\$19.02	\$27,200	CDA & Enrolled in Bachelors
HS Teaching Assistant	Ibrahim, Sobia	\$20.65	\$29,524	Enrolled in CDA
HS Teaching Assistant	Sendall, Chantal	\$21.77	\$31,136	AS & COTA
HS Teaching Assistant	Rankin, Jennifer	\$21.77	\$31,136	CDA
EHS Instructional Teacher	Hamilton, Samara	\$34.33	\$49,093	CDA & ECE College
Courses				
EHS Instructional Teacher	Haudricourt, Hayleann	\$34.33	\$49,093	CDA
EHS Instructional Teacher	Robertson, Kali	\$34.33	\$49,093	CDA
EHS Instructional Teacher	Mercado, Tamara	\$34.86	\$49,843	AS & Enrolled in
CDA				
EHS Instructional Teacher	Sawyer, Amber	\$34.86	\$49,843	AS & Enrolled in CDA
EHS Teaching Assistant	Adcock, Anne	\$17.00	\$28,730	CDA
EHS Teaching Assistant	Roseboro, Christine	\$19.30	\$27,601	Enrolled in CDA
EHS Teaching Assistant	Linde, Alyssa	\$19.22	\$27,491	CDA
EHS Teaching Assistant	Maqsood, Nasreen	\$22.18	\$31,721	Finishing
CDA/needs Exam				
EHS Teaching Assistant	Cyphers, Natalie	\$22.18	\$31,721	Enrolled in CDA
EHS Teaching Assistant	Kephart, Elizabeth	\$22.18	\$31,721	Enrolled in CDA
EHS Teaching Assistant	Adcock, Anne	\$23.39	\$33,453	CDA
EHS Teaching Assistant	West, Requal	\$22.18	\$31,721	Enrolled in Associates in
ECE				
EHS Teaching Assistant - PFIE Coordinator	Vincent, Tracy	\$21.42	\$36,205	Certificate
from NCCC & CDA (Enrolled in Associate Degree)				
HS Program Aide	Nolan, Meredith	\$19.30	\$27,601	HS
HS Program Aide	Leslie, Sylvia	\$22.18	\$31,721	HS
EHS Program Aide	Ali, Shazia	\$20.36	\$29,109	B.S. Ed.
EHS Program Aide	Diallo, Fatoumata	\$20.65	\$29,524	HS
HS Center Director	Smith, Steffany	\$35.00	\$61,598	M.S. Ed.
EHS Center Director	Fain, Skye	\$35.00	\$61,598	M.S. Ed.
HS/EHS Head Cook - DiFran Center Works,	Denita	\$20.86	\$36,720	HS
HS/EHS Cook - CEC	McDougald, Brianna	\$19.53	\$34,372	GED
HS/EHS Cook - DiFran Center	Brinson, Keyonna	\$19.53	\$34,372	CDA
HS/EHS Cook Assistant - DiFran	Jackson, Tammy (4.5hrs/day)	\$19.23	\$19,032	HS
HS/EHS Cook Assistant - CEC	Vacant	\$19.23	\$19,032	HS
Safety Office	Vacant	\$19.25	\$33,875	

Substitute Vacant	\$20.77	\$27,000	\$135/day for 200 days	
HS/EHS Health Coordinator			Belardi, Julie	\$36.72 \$64,627 Bachelor's Degree
LPN				

Total Personnel \$2,157,156

Head Start/Early Head Start Director (FTE) – annually: \$149,715.00 = 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, 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: \$77,398.00 = 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: \$59,242.00 = 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: \$47,951.00 = 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: \$64,627.00 = 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 – \$251,518.00 (calculation of this amount presented in the section titled "Non-Federal Share")

Fringe benefits

Operations	Non-Federal	TOTAL
\$50,666.00	\$290,314.00	\$340,980.00

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 13% 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
\$35,000.00	\$0.00	\$0.00	\$35,000.00

This amount includes projected supplies as follows:

\$22,500.00: \$2,500.00 for each of 9 Head Start Classrooms to purchase items such as, but not limited to, consumables for Head Start students

\$12,500.00: \$2,500.00 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
\$116,000.00	\$0.00	\$34,219.00	\$150,219.00

The budget for the Operations category is as follows:

Service Cost

- ChildPLUS \$8,000
- NYS Office of Family & Children Services \$500
- DFT Security \$600
- Verizon \$4,000
- Spectrum \$3,000
- Eagle Systems \$4,000
- Orkin Pest Control \$900
- Pyramid Model & PEDALS Coaching \$8,000
- TSG Curriculum & Assessment Materials \$15,000
- Hover Networks - DiFran \$4,200
- National Grid - DiFran \$11,000
- Niag Cnty Dept Public Works - DiFran \$15,000
- Niag Falls Water Board - DiFran \$2,500
- Modern Disposal Services - DiFran \$4,800

- Ferrari Networks (tech contract) \$15,000
- Field Trip (monthly server) \$4,500
- BestSelf Mental Health Services \$15,000

Total Contractual \$116,000

The budget for the T&TA category is as follows:

Service	Cost
- TSG Creative Curriculum Training	\$15,000
- Preservice & In-service Training	\$5,000
- Conferences	\$4,000
- CDA	\$10,219

Total T&TA Contractual \$34,219

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:

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.

Cafeteria Fund: this encompasses expenses and revenue related to cafeteria operations. This fund includes Child Nutrition expenses and 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.

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 07/01/2024 – 06/30/2025 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

Niagara Falls City School District

CACFP

Non-federal share

Position	Employee	Salary	% time spent on HS/EHS	In-Kind Amount Charged
Porter	Capilupi, Al	\$54,512.75	25.00%	\$13,628
Custodian	Palmer, Mark	\$69,919.49	25.00%	\$17,480
Secretary	Ellis, Leslie	\$52,991.44	10.00%	\$5,299
HR Director	Massaro, Maria	\$171,639.00	15.00%	\$25,746
Benefits Specialist	Savino, Alicia	\$127,613.20	10.00%	\$12,761
HR Secretary	Restaino, Diana	\$47,590.12	15.00%	\$7,139
Registration	Davidson, Janine	\$39,297.59	15.00%	\$5,895
Director of Facilities	Smeal, Earl	\$126,816.56	15.00%	\$19,022
Director of Food Service	Edwards, Kevin	\$92,021.28	15.00%	\$13,803
RTI Coordinator	Sullivan, Catherine	\$116,204.62	10.00%	\$11,620

Purchasing Agent	Schiro, Ann	\$88,992.80	15.00%	\$13,349
Payroll	Gardner, Deborah	\$68,302.39	15.00%	\$10,245
Accountant	Schwertfager, Richard	\$82,169.28	25.00%	\$20,542
Business Office Admin. Assistant				
	Tedesco, Wendy	\$72,392.52	10.00%	\$7,239
Admin for School Business Services				
	Holody, Becky	\$173,485.52	10.00%	\$17,349
Superintendent of Curriculum				
	Carella, Richard	\$179,683.92	10.00%	\$17,968
Nurse Practitioner	Silvaroli, Jo Ann	\$116,722.32	10.00%	\$11,672
Groundskeeper	Moore, Marlon	\$63,252.30	10.00%	\$6,325
General Laborer	Bowes, Cutler	\$70,900.05	10.00%	\$7,090
General Laborer Specialist	Page, Roderick	\$73,439.00	10.00%	\$7,344
Total Personnel In-Kind				\$251,518

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 \$290,314.00. The District will have to fund \$290,314.00 in Benefit expenses for Head Start and Early Head Start employees though local share dollars. The calculation is as follows:

Total FICA Salaries	\$2,157,156
FICA Rate	7.65%
FICA Expense	\$165,022
Health Insurance Expense	\$275,702
FICA Expense	\$165,022
TRS Expense	\$14,612
Health Insurance Expense	\$161,346
Total Benefits Expense	\$340,980
Benefits charged to Grant	\$50,666
Remaining Benefits Amt to be paid for by District	\$290,314

The District is using a District-owned 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

The District plans to remediate (mill, resurface and blacktop) and outdoor play area deemed unsafe at the DiFrancesco Center. At this time, the New York State Office of Children and Family Services will not permit this to be approved outdoor space until it corrected. Once corrected, this play area will be used for gross motor skill play using wheeled toys such as tricycles and big wheels. It has been inoperable due to the unsafe nature since the district became licensed to serve children in this building. (e.g., – tripping hazards, uneven concrete) of the area. This outdoor space is fenced in and adjacent the playground area that is approved space. The preliminary estimates from the District's Architect and Construction Managers

indicate that the remediation could cost an estimated \$85,000.00. The District wishes to include \$45,000.00 of this estimated cost into the Head Start budget and the remaining estimated cost, \$40,179.00, will be covered by District dollars and used as in-kind.

March 21, 2024

Carolyn S. Baker
Regional Program Manager
Administration for Children and Families,
Office of Head Start, New York Regional Office
26 Federal Plaza, Room 4114
New York, NY 10278

Re: Grant No. 02CH012103

Dear Ms. Baker,

During today's meeting, the proposed continuation application in the amount of \$2,438,041.00 for the 07/01/2024 – 6/30/2025 funding year of Head Start and Early Head Start in the city of Niagara Falls, New York was presented and approved by the members of the City School District of the City of Niagara Falls Head Start/Early Head Start Governing Board.

On behalf of the Governing Board, thank you for your continued support of the children and families we serve in the city of Niagara Falls.

Sincerely,

Russell Petrozzi
Governing Board President
NFCSD HS/EHS

Final Resolution: Motion Carries

Yes: Rob Bilson, Clara Dunn, Anthony F Paretto, Russell Petrozzi, Nicholas Vilardo

7. Review of the Proposed Policy(ies) None

8. Information and Reports

8.01 Public Comment on non-agenda related items

1. Lisa Catanese: 1134 Pasadena Ave- spoke on behalf of teacher Holly Martin and children regarding the recent violence at NFHS March 6. She asks why is student wearing an ankle bracelet in school. Another fight took place yesterday, perhaps it is time for an alternative school.
2. Ashley Catanese 1134 Pasadena: Ms. Catanese is a student and appreciates her teacher, Holly Martin, who was injured in an altercation at high school.

3. Michael Barksdale: Independence Avenue -representing Niagara Community Education Group: Spoke about literacy walk and states that only 19% of district students are reading at level according to a state report. He discussed the program Let Freedom Read.
4. Dr. Tina Schultz Candlewood Dr. Lockport: Niagara Community Education Group: In the state of Delaware, a like district to NF incorporated the Science of Reading. They moved to the top of the achievement rankings. The Niagara Falls district, according to the WNY reading Report Card, is at 20% proficiency in reading and is in crisis. Another district in Mississippi using Science of Reading had similar results during COVID. We must do more. By fall of 2025, the state will be mandate the adoption of the Science of Reading.
5. Lawrence Blabor 38th & Pine: The progress the district has made is good, but the Science of Reading roll out will take 12 to 24 months. The District should start now. New York will be the third state to adopt the Science of Reading.
6. Tony Kelly: 19th Street - Men Standing Strong Together (MSST) President: spoke on the importance of men in school as mentors and role models.
7. Deacon Gibbs: MSST -2113 Ferry Avenue – spoke on his concern for the school community. MSST was in the schools, but was not asked to come back. They desire to return to have a positive impact on the school environment and student behavior.
8. Gloria Dolson Ontario Avenue: MSST – echoed Deacon Gibbs remarks and is also concerned about reading. She supports small class sizes.
9. Helen Coleman 1502 South Ave. – MSST. Regarding students who have been expelled, they are not where they are supposed to be, they are not attending the programs they are supposed to. They are playing basketball instead. Who is monitoring them?

8.02 Superintendent's Report

Mr. Laurrie commented:

He is glad for the decorum of speakers and all those present as they address their remarks to the Board.

In response to Ms. Catanese, you have a positive history with the District and are always welcome. All members of the community must come together to address issues. Regarding the fights at NFHS, there also were parents fighting at an elementary school this week. Another tried to fight a bus driver. This is disheartening. We all must work together and adults must model appropriate behavior. Mr. Laurrie offers sincere apologies to the teachers who have gotten hurt; this is not why one chooses to be a teacher. Sometimes addressing small matters like dress code, helps larger matters. Staff will be offered situational assessment and training – a simulation program, in groups of 30, to train staff how to maximize personal safety while de-escalating difficult situations.

Mr. & Mrs. Blabor attended the first meeting of the parent group for students in Special Education this week and are involved residents.

The Governor has promised NYSUT funds for professional development to learn the Science of Reading.

Congratulations on a great Wolverine Basketball season. Mr. Laurrie expects the team will remain in contention for the State title in coming years.

Mr. Bass is currently among those chaperoning 20 students at the Historically Black Colleges and Universities tour in Georgia, as he has traditionally done.

Ten students leaving for Ghana tomorrow; members of the Spanish Club going to Puerto Rico.

Spring recess begins tomorrow after classes, students return April 9th. This is the longest break ever, due to the April 8 eclipse.

Break a leg to the NFHS theater students, currently performing Hello, Dolly! at the NFHS PAC. Shows are at 7p.m. tonight and tomorrow with a 1p.m. matinee on Saturday, March 23rd .

The Eclipse date is Monday, April 8th. We will not have students or staff in that day. We are using a remaining snow day to cover this day without students.

Mr. Laurrie met with Say Yes and is confident the program will come o Niagara Falls.

Again, safety is of first importance and requires everyone's help.

9.03 Board Members Report and Comments included:

Mrs. Dunn appreciates speakers sharing their concerns. Social media is part of the problem. All the Board members care about these matters.

Mr. Vilardo: agrees with others. Met with Mrs. Dolson last week. The reading program is important but also parents should read to children too. The district needs an adult reading program to benefit adults who don't read proficiently.

Mr. Bilson: thanked speakers; thanked staff for work on budget. All the Bilson children attend our schools. He is sorry Miss Catanese witnessed her teacher get hurt. He agrees social media is an issue.

Mr. Paretto: complemented Mrs. Dunn on her remarks and eloquence. He echoes her thoughts.

Mr. Petrozzi: thanked the speakers, especially the students, Sofia and Ashley.

9. Advanced Planning

9.01 Future Agenda Items

9.02 Future Meeting Dates

10. Adjournment on a motion by Mr. Vilardo seconded by Mr. Bilson, the Board adjourned in the memory of:

10.01 Meeting Adjourned

Respectfully submitted,



Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE:	April 11, 2024
KIND OF MEETING:	Review
PLACE:	Board of Education Board Room
BOARD REVIEW:	A Board Review Session was held at 5:30 p.m.
CALL TO ORDER:	The meeting was called to order by Mr. Petrozzi at 5:39 p.m.
MEMBERS PRESENT:	Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
MEMBERS ABSENT:	Mr. Cancemi (excused)

Mr. Laurrie welcomed Mrs. Holody and Mrs. Jacklin back to the monthly meetings; each had been out for personal reasons. He then introduced Mr. Schwertfager.

F Code Budget Presentation- An overview of the various “F Codes” was presented by Mr. Laurrie, Mrs. Holody, and Mr. Schwertfager, including the following information:

Title I (F0124): Entitlement Program Allocation: \$5,225,861.00 Purpose: Remediation

Title IIA (F4324): Entitlement Program Allocation: \$450,790.00 Purpose: Supporting effective instruction

Title III, ELL (F2924): State Formula Grant Allocation: \$17,618.00
Purpose: Language Instruction for English Language Learners

Title III, Immigrant (F2824): State Formula Grant Allocation: \$22,058.00
Purpose: Provide supplemental services that improve the English language proficiency and academic achievement of English Language Learners

Title IV (F0224): Entitlement Allocation: \$315,894.00 Purpose: Student Support and Academic Enrichment

Title VI, Indian Ed (F1524): Grant Allocation: \$115,035.00 Purpose: Instruction for Native American Students

Title I, School Improvement (F0324): Entitlement Allocation: \$300,000.00
Purpose: Support District Comprehensive Improvement Plans(DCIP) and School Comprehensive Education Plans (SCEP)

Fidelis Mini Grant (F4524): Grant Allocation: \$2,000.00 Purpose: Assist with food insecurity

Head Start (FHS24): Grant Allocation: \$1,679,768.00 Purpose: Instruction – 3 and 4 year old students

Early Head Start (FEH24): Grant Allocation: \$758,273.00 Purpose: Instruction – Infants and Toddlers

IDEA Part B, Section 611 (F0724): State Formula Grant Allocation: \$2,290,880.00
Purpose: Instruction – Special Education

IDEA Part B, Section 619 (F7324): State Formula Grant Allocation: \$109,872.00
Purpose: Instruction – Special Education, UPK

Family & Community Engagement Program (F1924): Grant Allocation: \$125,000.00
Purpose: Improving life outcomes of young men of color

STOP (F2024): Grant Allocation: \$329,734.00 Purpose: School violence prevention

Mentor Teacher Internship Program (F2224): Grant Allocation: \$51,240.00
Purpose: Efforts to mentor new teachers

21st Century Community Learning – Prep (F2424): Grant Allocation: \$826,702.00 Purpose: Afterschool enrichment for middle/prep schools

Universal Pre-K (F3124): Grant Allocation: \$4,357,010.00 Purpose: Instruction – 3 and 4 year old students

Statewide Full-Day UPK (F3224): Grant Allocation: \$289,131.00 Purpose: Instruction – 4 year old students

Teacher Residency (F4424): Grant Allocation: \$740,600.00 Purpose: Teacher Recruitment in a variety of different subject areas

McKinney-Vento (F5424): Grant Allocation: \$125,000.00 Purpose: Facilitate improved attendance, engagement and academic success of homeless children & youth

Smart Scholars / Early College (F6324): Grant Allocation: \$112,500.00
Purpose: Provide academic supports for students with college partnerships

Extended Day (F6624): Grant Allocation: \$350,000.00 Purpose: Support projects to address school violence through after-school programs (NFHS)

Teacher Resource Center (F8124): Grant Allocation: \$66,938.00
Purpose: Assist with the development and training of school district faculty

William B Hoyt (F8224): Grant Allocation: \$179,052.00 Purpose: Provide supports to families in need, Focus on Families

P-TECH (F9424): Grant Allocation: \$302,818.00 Purpose: Preparation of NFHS students for careers in technology/manufacturing

P-TECH 2.0 (F8724): Grant Allocation: \$150,000.00 Purpose: Preparation of NFHS students for careers in computer science/technology

Our School Channel (OSC) (F8924): Grant Allocation: \$10,000.00 Purpose: Operation and maintenance of the NFHS media channel

Learning Technology (F9224): Grant Allocation: \$98,000.00 Purpose: Develop, implement and share resources to facilitate the delivery of quality instruction through effective use of technology

School-Based Mental Health (F9324): Grant Allocation: \$721,679.00 Purpose: Increase mental health interns

Mental Health Service Preparation (F9524): Grant Allocation: \$500,000.00
Purpose: Increase mental health interns

Student Mental Health Services (F9624): Student Mental Health Services (F9624)

Empire State (F9724): Grant Allocation: \$464,000.00 Purpose: Afterschool enrichment for elementary schools

Homeless Children & Youth – ARP (F5222): Grant Allocation: \$99,225.00
Purpose: COVID-19 allowable expenses for homeless children & youth

American Rescue Plan Act (ARP) (F5022): Grant Allocation: \$30,138,817.00
Purpose: COVID-19 preparedness and recovery

St. Mary’s School for the Deaf (F9824): STAC Allocation: \$150,000.00
Purpose: Tuition for students to attend SMSFD

12 Month Handicap (F9924): STAC Allocation: \$1,565,608.00
Purpose: Transportation, Summer Tuition and BOCES services for out of district placements

Totaling: 2023/2024 Special Aid Fund Budget \$37,616,646.00
Funding 2023/2024 Special Aid Fund FTE’s 251.25
Some grants can be carried over year to year, others cannot. Regarding Special Education, approximately 21% of students are using special education services. These grants do not fund all the costs involved but certainly help.

General Fund Budget Presentation - The following information was presented by Mr. Laurrie, Mrs. Holody, and Mrs. Jacklin:

The State has yet to pass a budget. Though it was required to adopt one by April 1, State government keeps passing extensions to the deadline. This made crafting a budget more difficult for school districts. There is hope Foundation aid may increase, but it is unknown at this time. If so, those funds would offset the use of reserves. Carry over from this year is fairly healthy, due to more property tax revenue and more utility tax being collected. These have provided increased revenue of about \$1 million.

Before the use of reserves, the existing gap is \$7,207,410. These funds will be used to close the gap, however, this is not a long-term solution.

The budget must be approved by a supermajority of voters, 60%, in order to pass. Recommended budget: \$190,992,049 .

A review of the agenda was held.

DATE: April 11, 2024

KIND OF MEETING: Public Hearing - ARP

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Public Hearing.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 6:45 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo **remote*

MEMBERS ABSENT: Mr. Cancemi (excused)

1.01 Call to Order: 6:45pm - Public Hearing - American Rescue and Recovery Act Funds

2.01 Overview: American Rescue and Recovery Act Funds

Mr. Laurrie expressed his appreciation for these funds, which he credits with improving student achievement, graduation rates, and mental health supports, as well as improving air quality in the schools. However, Mr. Laurrie feels there should not have been a deadline to spend all the money by September 30, 2024; NYS chose not to take the six-month extension offered by the federal government. The effects of COVID are not over.

Mrs. Holody presented the attached information regarding the American Rescue Plan Act (ARPA) Final Spending Plan, and how funds were spent. These funds covered spending from March 2020 to September 30, 2024. The District's fund was \$30,138,817. Minimum 20% (\$6,027,763) of total funding had to be used to address Learning Loss due to the COVID-19 Pandemic.

The District's original plan was presented to the public on June 24, 2021.

Districts were required to establish a spending plan which allowed for continuation of select programs or program related items beyond the availability of federal ARPA funding.

This presentation will demonstrate how the District has utilized the funds to date, and the plan to spend remaining funds through September 2024.

With respect to instructional programming, all evidence-based interventions had to address one or more of the categories of need listed. Strategies or programs to address the needs of high risk student groups, academic learning loss, extend learning opportunities, both remedial and enrichment, beyond the regular school day (summer, before or after school), and to meet students' social and emotional learning needs.

The complete presentation is attached.

2.02 Public Comment There was no public comment.

3.03 Adjournment

DATE: April 11, 2024

KIND OF MEETING: Special Meeting

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Special Meeting.

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. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo * remote

MEMBERS ABSENT: Mr. Cancemi, (excused)

Letters and Communications (SG4)

1. Call to Order

1.01 Pledge of Allegiance

1.02 Prayer

1.03 Roll Call

1.04 Public Comment on Agenda-related items: There was no public comment.

2. Recommended Actions from the Superintendent of Schools

On a motion by motion by Rob Bilson, second by Anthony F Paretto.

APPROVAL OF SUPERINTENDENT'S RECOMMENDED BUDGET

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 2024-2025 fiscal year; and

WHEREAS, Based on information received, the Superintendent prepared his recommendation for the 2024-2025 budget in the amount of \$190,992,049 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 2024-2025 in the amount of \$190,992,049, herewith submitted is received and filed by this Board.

Final Resolution: Motion Carries

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

On a motion by motion by Mr. Vilardo seconded by Earl F. Bass.

APPROVAL OF TAX REPORT CARD

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 2024-2025 in the total amount of \$190,992,049 and directs the Budget Manager to submit this report card to SED by the close of business tomorrow, April 12, 2024.

Property Tax Report Card
Form Due - April 29, 2024

	Budgeted 2023-24 (A)	Proposed Budget 2024- 25 (B)	Percent Change (C)
Total Budgeted Amount, not including Separate Propositions	181,504,208	190,992,049	5.23%
A. Proposed Tax Levy to Support the Total Budgeted Amount ¹	25,828,989	25,828,989	
B. Tax Levy to Support Library Debt, if Applicable	-	-	
C. Tax Levy for Non-Excludable Propositions, if Applicable ²	-	-	
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	2,020,085	(254,829)	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions ³	23,846,511	24,361,773	
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)	23,808,904	26,083,818	
I. Difference: (G-H);(negative value requires 60.0% voter approval) ²	37,607	(1,722,045)	
Public School Enrollment	7,018	6,933	-1.21%
Consumer Price Index			4.12%

¹ Include any prior year reserve for excess tax levy, including interest.

² Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

³ For 2024-25, includes any carryover from 2023-24 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2023-24 (D)	Estimated 2024-25 (E)
Adjusted Restricted Fund Balance	27,170,175	35,769,751
Assigned Appropriated Fund Balance	-	1,867,410
Adjusted Unrestricted Fund Balance	7,260,168	7,639,682
Adjusted Unrestricted Fund Balance as a Percent of the Total Budget	4.00%	4.00%

Schedule of Reserve Funds

Final Resolution: Motion Carries

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

3. Information and Reports

3.1 Superintendent's Report

Mr. Laurrie:

In response to a question from a resident at the meeting of March 21 regarding Community Schools, attendance between is between 10-13 students daily, with two students who will satisfy graduation requirements. Christ Redemption Tabernacle has the most successful of these programs.

Mr. Laurrie commends the staff and administration at NFHS, which experienced an excellent week back at school after break. An additional safety officer has been at NFHS, on request from Mrs. Vilardo. Several teachers will participate in de-escalation training and the administrative team has stopped in during roll calls, specifically for the freshmen classes. They have also instituted hallway sweeps. These factors led to a reset of behavior after spring break.

The team at NFHS has been asked to:

Work to make NFHS feel like a small school; control student cell phone use; and study the alternative program within NFHS for areas of improvement.

We must remember that young people need guidance.

Mr. Laurrie was gratified to read in the Buffalo News on Saturday morning that the graduation rate at NFHS was reported as 85%. BIPOC and white students are at same rate of graduation. The newspaper claimed an 81% graduation for students experiencing socio-economic challenges.

The Rev. Dr. Martin Luther King, Jr. celebration will take place Tuesday 6 p.m.-7:30 p.m. at Bloneva Bond Primary School; Nazreen Akhtar, Eddie Bryant and Samika Sullivan and student Madison Simpson will be recognized for their work in the community.

Thanks to Henry J. Kalfas School's Ardel Dolson, secretary, who, with her sister, bought gifts for 50 students with perfect attendance.

Congratulations to the NFHS Marching Band which performed at the St. Patrick's Day parade in Buffalo, finishing in first place. The teacher leaders are Ms. Custode, Mr. Chmaj, and Mr. Stocking. Congratulations also to Anaise Scheer, teacher, whose business marketing students are designing the marketing displays for frozen food at Tops. Ezra Scott, Sr. is working to improve that store.

Mr. Laurrie distributed spring sports schedule and thanked Board for work on budget.

3.2 Board Members Report and Comments

Mr. Bass: Thanked Board support for the Historically Black Colleges and Universities tour and for allowing him to participate. Students have to be cleared and write an essay to

participate. The 17 female and two male students conducted themselves well. Among the other sites they visited were Dr. King's childhood home and an art gallery. Mr. Bass was very proud of the students. He also thanked staff for work on budget.

Mr. Bilson: Thanked staff for work on budget. Kudos to Mr. Bass for his involvement with students.

Mr. Vilardo: Thanked staff for work on budget. Very pleased that there will be no layoffs so children have all the teachers and supports they need. Mr. Vilardo expressed what a good thing it is to have a good working relationship among Board members and with superintendent.

Mr. Petrozzi: Thanked staff for work on budget. Thanked Mr. Bass for his efforts with students.

Mrs. Dunn: Appreciated the explanation of the F Code budget codes.

Mr. Paretto: Thanked staff for work on budget and Board members for financial skills. Mr. Bass is an excellent Board member and should be commended.

4. Adjournment

10.01 Meeting Adjourned

Motion to adjourn

Motion by Nicholas Vilardo, second by Robert Bilson.

Final Resolution: Motion Carries

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Glaser", written in a cursive style.

Judith Glaser, District Clerk

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: May 8, 2024

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:38 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson*, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo
*remote

MEMBERS ABSENT: Mr. Cancemi, Mr. Capizzi, Mr. Kudela, Mr. Paretto (excused)

Mr. Laurie thanked Mr. Merino for welcoming more staff to Bond School. The Wellness Committee was established in 2006. The current social emotional team includes psychologists, counselors, social workers, and others.

Social Emotional Learning A presentation by Mr. Wojton and Mr. Burgess, with Ms. Schmidt and Ms. Rowe.

In 2018, there were no social workers in our schools. The members of the Social Work Team now includes Hyde Park- 1 full time equivalent (FTE); Lasalle- 2 FTE; 79th – .8 FTE; High School- 3 FTE; Bond- 2 FTE; Kalfas- 1 FTE; Maple Ave- .8 FTE; GJ Mann- .4 FTE; Abate- 2 FTE; Cataract- 1 FTE; Gaskill- 3 FTE; and District Social Work Coordinator- 1FTE.

The district Mental Health and Community Resource Guide was updated in April 2024. Current service categories include: mental health services (children and adults); addiction treatment and prevention (children and adults); school social workers; housing/ shelters; emergency food/food pantries ; clothing assistance; health insurance; primary care; transportation; care management; and family support programs.

The Mental Health and Community Resource guide will be located on the districts website and the soon to be created Family Resource Center website. The Family Resource Center re-design has included the following work:

In March 2024 with changes in the social work department happening, the district wide Family Resource Center was re-designed to better meet the needs of the district social workers, counselors, teachers, and the families they serve. Ten areas were identified where the Family Resource Center could be utilized to assist families. Connections with community-based organizations who could assist families in these identified areas were established. A streamlined referral pathway to address needs was developed. A workflow to address each area of need was established. A tracking spreadsheet was created to track and manage referrals and the follow-up. A common referral is streamlining the process of helping families, so counselors can concentrate on providing mental health supports.

Each school utilizes social workers in myriad ways, including: Crisis intervention, 1:1 counseling, Group counseling, attending START team meetings, acting as a McKinney-Vento Liaison, assisting students with behavioral management, and facilitating restorative justice circles. Additionally, they may push into classrooms to conduct social skill building, make referrals for needs related to social determinants of health concerns, conduct periodic home visits, manage clothes closet and/ food pantry, and/or coordinate with outside agency programming, attend CSE meetings for assigned students, develop bullying reduction groups, or assist with conflict mediation.

Going forward, Mr. Burgess' plans for social workers include having them screen all referred students for anxiety, depression, adjustment disorder, behavioral concerns, or anger issues; provide individual and group counseling to students identified with anxiety, depression, adjustment disorder, or anger issues.

They will assess students for psychological counseling services and identify in IEP or 504 plan; intervene as needed with student crisis as they arise.

Further, they will appropriately document all session encounters for individual or group counseling and update IEP or 504 plans as needed, and participate in bi-weekly supervision and bring student cases to discuss.

Ms. Rowe reported on schools' clothes closets.

A review of the May 8, May 16, 2024 agenda was held.

DATE: May 8, 2024

KIND OF MEETING: **Public Hearing - SAFETY**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Public Hearing.

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 6:30 p.m.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **Mr. Cancemi, Mr. Capizzi, Mr. Kudela, Mr. Paretto (excused)**

1.01 Call to Order: 6:30pm - Public Hearing – Mr. Laurrie explained the make-up and purpose of the Safety Committee and the team who studied all safety plans. Few changes were recommended, as the plans were already comprehensive. There was language added relative to cyber-bullying. The Board will vote on these plans in June.

Mr. Laurrie commented that NFHS since break has been greatly improved. He will ask NF administrators to present in June about the eight alternative interventions a student would undergo if not meeting Code of Conduct, before being subjected to home teaching. This may be added to the Code of Conduct in future.

2.01 Overview: Code of Conduct, Comprehensive District-Wide School Plan, and Building-Level School Safety Plan

2.02 Public Comment There was no public comment.

3.03 Adjournment at 6:41 p.m. on a motion by Mr. Vilardo seconded by Mr. Bass. All in favor.

DATE: May 8, 2024

KIND OF MEETING: **Public Hearing - BUDGET**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Public Hearing.
The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **Mr. Cancemi, Mr. Capizzi, Mr. Kudela, Mr. Paretto (excused)**

1.01 Call to Order: 7 pm - Public Hearing - Budget

1.02 Roll Call

1.03 Budget Review – A thorough review was presented by Mrs. Holody and Mrs. Jacklin. The budget calls for no reduction in staff and no increase in the tax levy, which has remained stable since 2014. The gap of \$6.3 million is likely to remain, so positions being lost through attrition is possible going forward.

The budget reflects a 5.23% increase over the current fiscal year. The budget must pass by a 60% majority vote, due to the State tax cap, which calculation would have required a negative tax increase.

1.04 Public Comment - There were no public comments.

2. Consideration of such other matters as may arise – None.

Mr. Laurrie shared the following:

Small Cities Update: \$64.5 million would have come to the District if NYS had followed its own funding formula since 2007.

Last year, the District received \$13 million in aid; this year only \$4 million was received from State, not even following the same formula as last year, but following CPI.

Staffing: NFHS staff is nearly 100% complete and has ample candidates for the few positions currently open., with the exception of one second language teacher position and one school psychologist position. Filling second language teaching positions is a challenge for all districts, due to a lack of applicants.

At the moment, Human Resources has 70 applicants from other districts, new graduates, and those returning to WNY.

The comments in response to Mr. Barskdale will be ready on Monday, May 13, 2024..

Lion King Jr. was performed by students at HF Abate School.

At its Annual Scholarship & Alumni Recognition Dinner last week, the Niagara Falls Education Foundation awarded 23 scholarships to students planning to study an impressive array of disciplines. Congratulations to them.

Saturday was a community-wide clean-up day. The Chapel, our faith-based neighbors, worked at CES to install an outdoor classroom, with benches, a dry erase board, etc. for free. Thanks to them. In addition, 26 CES families received car service as well.

Regarding an Article in the Niagara Gazette newspaper: on two occasions in the last three weeks, a columnist has published incorrect information regarding our students' achievement. Today's article states that only 19% of third to fifth graders can read. That is a complete falsehood. The author does not properly interpret the State measures of achievement and produces a false narrative, which is the shared with the public. This is unfair to our students. The scoring of levels 1 through 4 does not mean students scoring at levels 1 or 2 cannot read. The State is even re-evaluating the system because the data is so often misinterpreted. This inaccurate portrayal frustrating.

3. Adjournment at 8:00 p.m. on a motion by Mr. Vilardo seconded by Mr. Bass. All in favor.

DATE: May 16, 2024

KIND OF MEETING: **Agenda Review Session**

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:30 p.m.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi (entered 6:34 p.m.), Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **(excused)**

City Administrator Restaino, Police Superintendent Ligammari, and Fire Chief Pochatko shared that:

The City is a partner to the District. Mr. Laurrie thanked them for that. The District and City work together on summer programming, feeding students at parks during the summer, and the District will share Sal Maglie Stadium grooming.

Mr. Restaino spoke on the Summer Youth Program, which started during the COVID pandemic. Other youth organizations participate as well. Regarding the Stadium, Mr. Laurrie made the generous offer of assisting in maintaining the field. It is used by SUNY Niagara and D'Youville as their home field. The District's help is appreciated.

The City also appreciates the communication Mr. Laurrie shares when incidents occur. As both entities serve the same residents, this is helpful.

Mr. Laurrie thanked Mr. Ligammari for the resource officers at schools; SWAT team drills are held in the schools. Mr. Ligammari thanked the Board for funding the Resource Officers, which are so valued.

On June 7, a nationally recognized program, Game Changers, will recruit children grades 4-12 on Fridays 6pm-9pm for 6 weeks. They will play basketball and learn skills like resume writing. The NFPD appreciates the use of the gym facilities.

Mr. Laurrie thanked Chief Pochatko for the departments help in inspecting schools, and assisting throughout the year with things like cleaning smoke heads. Chief Pochatko thanked the District for loaning them golf carts during the eclipse and appreciates leaders working together for the good of the community.

Capital Projects – Mr. Smeal, Mr. Lowe, Mr. Zagrofos, Mr. Dowling, Ms.

The team shared the 2023 – 25 American Rescue Plan and A Breath of Fresh Air (ABOFA) Project Progress

Kalfas aerial drone shots of ACCU 1 For DOAS Unit. Other VRV Condensing units also were replaced on the roof and ground levels, 11 total ranging from 8T – 18T each

Branch boxes in crawl space & new refrigeration piping
22 Branch selector boxes replaced on project. Both crawl space and ceiling locations.
53 indoor units also replaced.

Demo at NFHS:

The old chiller was disconnected and demo-zsed; barrels were craned out of basement and loaded on trucks.

Currently, workers are loading in new chiller modules, forming and pouring new equipment pads and roughing in the electrical.

They are starting to stage equipment in basement and adding chiller modules on pads; pumps are starting to be piped; Cooling Tower replacement is under way.

It is piped, ready to fill and flush. Each module capacity is 140 T - giving the entire CHW plant a total capacity of 1120 tons.

Main Control center will monitor and control:
Temperatures of CHW and CW loops
Entering and leaving temps at each module
KW usage
Status of chillers
Alarms if they occur
Outside temperature – enable / disable.
Tied into Johnson Controls Metasys Building Control System

Systems are running now and cooling the High School as needed.

ABOFA – Gaskill and LaSalle Air Conditioning project

VRF System install required ceiling removal in corridors for installation of refrigerant piping and MCUs

Existing ceiling devices needed to be supported temporarily for reinstallation
Snapshot of a plan showing some of the refrigerant piping layout for corridors.

Mr. Laurrie shared that some ceiling tiles will not be replaced when school resumes in September. The tiles should be replaced by late fall.

Demo of (Direct Outside Air Systems (DOAS) units

Gaskill will have three DOAS

1 & 2 are 24,000 cfm, 3 (Aud) is 6,000 cfm

New Chillers will provide chilled water for DOAS – 2 @ 150T each ETA Dec - Jan

LaSalle has three as well

1 is 18,00 cfm, 2 is 21,700 cfm and 3 (aud) is 8,000 cfm

These units provide the required ventilation air for the building.

New Chillers will provide chilled water for DOAS – 2 @ 120T each ETA Dec - Jan

LaSalle rear of building being prepped for chiller pad installation. Pad was poured today!

Gaskill pad prep being delayed a few weeks due to Independence ave road replacement

Some of the VRF systems equipment being installed:

Gaskill 138 IU, 18 conditioning units from 8T – 20T; 18 MCUs.

LaSalle – 116 IU, 16 Cond Units from 8T – 20T ;16 MCUs.

Bloneva Bond prep for greenhouse foundations.

New flag pole location has been identified.

Old power duct bank was found; old drawings indicate it was from the Niagara Falls Power Company, later the Schoellkopf Power plant.

workers are forming and pouring footers next week

CEC Boilers

GF Project Started Demo Tuesday.

Cataract Boiler Replacement Starting Mid June

Metasys (JCI) Control panel upgrade at NFHS.

Security Window film installation is moving along well.

Four schools completed (almost 5) to date, with remaining schools to be completed by July 31st. This window film work consists of 3,378 windows and 269 doors District-wide. The film

requires special cleaning, but if cleaned improperly the negative impact would be only aesthetic, the safety qualities would be unaffected.

Other goals include having no “dark zones” where a camera cannot view the space. New, additional, and upgraded cameras and servers are being installed. A security expert technology will encompass all facets of the security plan.

Next steps include secured vestibules and the Walk of Fame.

Mr. Lowe commented that Mr. Laurrie is very involved in the capital projects and remains abreast of all the work being undertaken.

Mr. Laurrie added that all the work funded by ARF must be done by September 2024. Additionally, there will be some sidewalk repair at NFHS.

Mr. Paretto commented that all the labor being used on the projects is local.

A review of the agenda for May 16 and May 22 was held. Ms. Massaro pointed out (via phone) that the certificated report contains the conference of tenure, effective in September. She congratulates them.

Mrs. Dunn asked what happens to teachers who do not achieve tenure. Mr. Laurrie said they could be terminated, or might be hired as a teaching assistant depending on the situation.

DATE: May 16, 2024

KIND OF MEETING: **Special Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Special Meeting.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m. The flag was pledged and a prayer offered by Mrs. Dunn.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Kudela*, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo** * remote

MEMBERS ABSENT: (excused)

1. Agenda Review Session

1.01 Topics

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

The following were accepted on a motion by Mr. Bilson seconded by Mr. Vilardo.

- 4.01 Minutes – April 2024 Meetings [\(SG4\)](#)
- 4.02 Approval of Budget Transfer - #10 [\(SG3\)](#)

Final Resolution: Motion Carries

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

- 4.03 Approval of the following Bids [\(SG3\)](#) None.

- 4.04 Treasurer's Report – April 2024 [\(SG3\)](#) Received & Filed.

- 4.05 Budget Status Report – May 2024 [\(SG3\)](#) Received & Filed

The following was approved on a motion by Mr. Bilson, seconded by Mr. Cancemi.

- 4.06 Personnel Report – Certificated [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Paretto, seconded by Mr. Cancemi.

- 4.07 Personnel Report - Classified [\(SG 1, 2\)](#)

Final Resolution: Motion Carries

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

The following were approved on a motion by Mr. Cancemi, seconded by Mr. Bilson.

- 4.08 Report from Committee on Special Education [\(SG 1\)](#)

- 4.09 Report from Committee on Preschool Special Education [\(SG 1\)](#)

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 – None [\(SG 1, 4\)](#)

The following was approved on a motion by Mr. Bass, seconded by Mr. Vilardo.

4.11 Head Start/Early Head Start Reports

Final Resolution: Motion Carries

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

5. Unfinished Business

5.01 None

6. New Business [\(see BoardDocs\)](#)

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr. Vilardo.

APPROVAL OF ACCEPTANCE OF FUNDS FOR THE 2023/2024 STATEWIDE FULL-DAY UNIVERSAL PREKINDERGARTEN GRANT

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 at least 30 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 2023/2024 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 F3289.320.24, and be it further

RESOLVED, that the money be expended from the following codes:

Account	Description	Budget
F 2510.133-058-3224	23/24 SUPK - TCHR - H/P	\$140,398.00
F 2510.177-058-3224	23/24 SUPK - CLASS ASSOC - H/P	\$65,527.00
F 2510.540-098-3224	23/24 SUPK - SUPPLIES	\$8,396.00
F 2510.800-096-3224	23/24 SUPK - ERS	\$8,585.00
F 2510.802-096-3224	23/24 SUPK - TRS	\$14,221.00
F 2510.803-096-3224	23/24 SUPK - FICA	\$15,374.00
F 2510.807-096-3224	23/24 SUPK - HEALTH INS.	\$36,630.00
Total	\$289,131.00	

Rev Code: F3289.320.24

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 – 4.5
6. Number of Clients Served: 30
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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr., seconded by Mr..

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr.Vilardo.

APPROVAL OF PAYMENT TO NYS ASSOCIATION OF SMALL CITY SCHOOL DISTRICTS FOR 2024-2025 MEMBERSHIP IN ASSOCIATION

WHEREAS, Membership in the Association provides the District opportunities to share information and participate in opportunities to influence legislation that pertains to issues affecting small city school districts; and

WHEREAS, Association dues are assessed on an annual basis and that those dues are \$11,100 for Fiscal year 2024-2025; and

WHEREAS, Those Association dues are discounted to \$10,800 when paid before July 1, 2024; therefore, be it

RESOLVED, That the Board hereby approves the payment of Annual Membership Dues to New York Association of Small City School Districts in the discounted amount of \$10,800; and

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 Board be authorized and directed to approve the invoice for these fees for Fiscal year 2024-2025; and

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board on this Invoice once it has been received by the District.



The New York State Association of
Small City School Districts, Inc.

60G Mansion Blvd
Delmar, NY 12054
518-475-9500
518-475-7677 fax
@SmallCitySchool
Scsd.neric.org

April 15, 2024

ASSOCIATION DUES INVOICE 2024-25

Dear Superintendent and Board of Education:

The Association's Officers and Board of Directors invite your district to become a NYSASCSD member for 2024-25. Membership dues for the Association's fiscal year (July 1, 2024 – June 30, 2025) have been set at \$11,100.

The Board is offering a discount for early payment in April, May or June and on or before July 1, 2024. If payment is received on or before July 1, 2024, dues will be \$10,800.

For dues paid and received on or before July 1, 2024:

Amount due \$10,800

For dues paid and received after July 1, 2024:

Amount due \$11,100

Please send check to:

NYSASCSD
c/o The Biggerstaff Law Firm, LLP
60G Mansion Blvd
Delmar, NY 12054

Thank you.

Albany Amsterdam Auburn Batavia Beacon Binghamton Canandaigua Cohoes Corning Cortland Dunkirk Elmira
Fulton Geneva Glen Cove Glens Falls Gloversville Hornell Hudson Ithaca Jamestown Johnstown Kingston Lackawanna
Little Falls Lockport Long Beach Mechanicville Middletown Mount Vernon New Rochelle Newburgh Niagara Falls
North Tonawanda Norwich Ogdensburg Olean Oneida Oneonta Oswego Peekskill Plattsburgh Port Jervis Poughkeepsie
Rensselaer Rome Rye Salamanca Saratoga Schenectady Tonawanda Troy Utica Vernon Verona Sherrill Watertown
Watervliet White Plains

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto, seconded by Mr. Vilardo.

APPROVAL OF APPOINTMENT OF ADDITIONAL ELECTION INSPECTORS FOR 2024

Final Resolution: Motion Carries

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

WHEREAS, At the Regular Board Meeting of March 21, 2024, 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;

WHEREAS, At the Regular Board Meeting of March 21, 2024, additional election inspectors were appointed to work the polls for that election; and

WHEREAS, More additional inspectors have become available; 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 21, 2024, be compensated \$25.00.

The following resolution was approved on a motion by Mr., seconded by Mr..

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bass, seconded by Mr. Bilson.

APPROVAL OF CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES BY INDEPENDENT CONTRACTOR BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY COMMUNITY COLLEGE (7-1-2024 THROUGH 6-30-2025)

WHEREAS, The PTECH MET program is an opportunity for students to obtain early access to college courses and career development in the City School District of the City of Niagara Falls; and

WHEREAS, The District wishes to again provide school year

advisory for academic and summer camp experience, for PTECH Students, and to contract with Niagara County Community College to provide services to continue such higher educational experiences for students enrolled in PTECH MET.

WHEREAS, The Administration negotiated a Contract with Niagara County Community College for it to mentor teachers for future academic course offerings, on campus field trips, summer camp, and mentoring experiences for students tailored to the students rising into 9th grade at Niagara Falls High School for a not to exceed agreed upon fee of \$181,371.00, payable in four equal installments.

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; 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 County Community College for PTECH MET programming for the 2024/25 School Year and Summer Camp 2024; 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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bass, seconded by Mr. Bilson.

APPROVAL OF CONSULTANT/BROKER AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND GALLAGHER BENEFIT SERVICES, INC. (GALLAGHER), FORMALLY M&T INSURANCE AGENCY, INC. FOR 7/1/2024-6/30/2027

WHEREAS, The District provides health care benefits to its employees and retirees pursuant to negotiated provisions in various Collective Bargaining Agreements; and

WHEREAS, The Superintendent recommends the consultant/broker agreement with Gallagher Benefit Services, Inc. (Gallagher), be renewed for the period July 1, 2024 through June 30, 2027 and that Gallagher subcontract the third-party administrator services. Attached is a copy of the proposed consultant/broker agreement with Gallagher;

RESOLVED, That the Board of Education hereby approves the consultant/broker agreement between the City School District of the City of Niagara Falls, New York and the Gallagher Benefit Services, Inc.; and further

RESOLVED, That the agreement is subject to further modifications as may be required by the Superintendent and the School District Attorney; and further

RESOLVED The President be and is hereby authorized to execute the attached contract and any and all documents necessary to implement this Resolution including, but not limited to, execution of provider contracts and or rate schedules that may be required; and further

RESOLVED, The District Clerk be directed to obtain the signature of the President of the Board on the attached contract and all documents necessary to implement this Resolution.

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and City School District of Niagara Falls, New York ("Client").

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. Engagement of Services

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor for Client.

2. Term and Termination

The Effective Date of this Agreement is July 1, 2024. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (3) years from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement by giving the other party at least ninety (90) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will,

nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. The final decision to choose any insurance company has been made by Client in its sole and absolute discretion. Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, "Confidential Information" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement. The parties agree that Gallagher may de-identify or aggregate Client's Confidential Information such that no information may reasonably be linked to Client or any specific individual and may use the de-identified or aggregated information for data analytics, benchmarking, service enhancements and similar business purposes.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: City School District of Niagara Falls, New York

Attention: Mark Laurie, Superintendent of Schools
630 66th Street
Niagara Falls, NY 14304

If to Gallagher: Gallagher Benefit Services, Inc.

Attention: Mark Baker
285 Delaware Avenue, Suite 4000
Buffalo, NY 14202

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof.

Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of New York without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

CITY SCHOOL DISTRICT OF NIAGARA FALLS,
NEW YORK

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs

- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON) •
Summary of plan costs

- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING UPON REQUEST):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis • Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client • Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations

- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

EMPLOYEE EDUCATION PROGRAMS (UPON REQUEST):

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

COORDINATE AND MANAGE THE COBRA AND CLIENT SPENDING ACCOUNTS SERVICES PROVIDED BY THE CLIENT'S THIRD PARTY ADMINISTRATOR AND SUBCONTRACTOR OF GALLAGHER, BRI

(FORMERLY PRO-FLEX ADMINISTRATORS, LLC) ("BRI SERVICES")

- Gather information, facilitate, and assist Client with accessing and using the COBRA and Client Spending Account services specified under the Master ASP Agreement, Effective Date of June 25, 2020, between M&T Insurance Agency (assumed by Gallagher) and Pro-Flex Administrators, LLC (now BRI) ("BRI services").
- Coordinate and serve as the primary liaison between Client and BRI for the BRI services.
- Gallagher shall coordinate the payment of \$60,000 annually, on behalf of the Client, of all uncontested and properly documented fees associated with the BRI services as outlined in the

Master ASP Agreement, from compensation received by Gallagher from Client (as specified under Exhibit B, pursuant to this Agreement).

- Gallagher and the Client mutually agree that the BRI services are provided at Client's direction and final approval and as such, Gallagher shall not be liable for the BRI services. Further, Client bears responsibility for administration of its health and welfare plan and shall indemnify Gallagher from any and all third party claims or actions and hold Gallagher harmless from any and all direct claims or actions arising out of, or from, providing the BRI services.

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

Line of Coverage / Service	Company	Commission1	Third Party
Compensation	Direct Client Fees2	Effective Date	
Consulting Services	Gallagher	N/A N/A \$5,000 Annually	7/1/2024
TPA Services	BRI pursuant to the ASP Master Agreement	N/A N/A	\$60,000 Annually 7/1/2024
Medicare UHC	\$14 pepm	N/A N/A 7/1/2024	
Medicare Highmark WNY	Graded \$10.00 - \$15.00 pepm	N/A N/A	7/1/2024
Life and AD&D	Guardian	Graded Scale	
Commission 5%-13%	N/A	N/A 7/1/2024	
Voluntary Life	Guardian	Graded Scale Commission 5%-13%	N/A N/A 7/1/2024
Voluntary AD&D	Guardian	13% N/A N/A	7/1/2024
Voluntary STD	Unum	Graded Scale	
Commission 5%-10%	N/A	N/A 7/1/2024	
Dental	Delta Dental	Net of Commissions	N/A N/A 7/1/2024

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-243, which protects both Client and Gallagher⁴, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/us/aboutus/disclosures. In the event a client wishes to register a formal complaint

regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

1 Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of “finders’ fees” or other fees to Gallagher for a transaction or service involving the plan.

2 Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

3 Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

4 In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bass, seconded by Mr. Bilson.

APPROVAL OF AGREEMENT BETWEEN CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND PRIDE HEALTHCARE STAFFING, LLC (PHC) FOR 2023/2024

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Bilson.

APPROVAL OF USE OF PESTICIDE ON THE GROUNDS OF NIAGARA FALLS HIGH SCHOOL FOR THE CONTROL OF TICKS

WHEREAS, the District considers the health and safety of students and staff of the utmost importance; and

WHEREAS, NYS Chapter 85 of the Laws of 2010 require the Board of Education to approve the application of pesticides on school grounds; and

WHEREAS, under NYS Education Law, Section 409-H, requires the District to provide 48-hour prior notification to all persons on the District’s prior notification list as well as to post signage around the affected grounds warning of the use of pesticide; therefore be it

RESOLVED that the Board of Education hereby authorizes the use of pesticide for the control of ticks on school grounds at Niagara Falls High School; and

RESOLVED that the Board directs the Administrator for School Business Services provide at least 48-hour prior notification to all required and appropriate parties; and further

RESOLVED the Director of Facilities prepare the appropriate notifications and signage and he is hereby directed to post such signage around the affected grounds warning of the use of pesticide.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 3 TO SCRUFARI CONSTRUCTION CO. INC. FOR GENERAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Scrufari Construction Company for General Contracting work for the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Scrufari Construction Company has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$176,980.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$8,849.00; and

WHEREAS, The amount of payment the District will issue shall be \$176,980.00 less the required 5% retainage (\$8,849.00) as outlined in the contract, \$168,131.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$168,131.00 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 3 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123B

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$564,845.40; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$28,242.27; and

WHEREAS, The amount of payment the District will issue shall be \$564,845.40 less the required 5% retainage (\$28,242.27) as outlined in the contract, \$536,603.13; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$536,603.13 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 3 TO JOHN W. DANFORTH FOR HVAC CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) CONTRACT 123C

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with John W. Danforth for HVAC work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, John W. Danforth has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$535,470.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$23,773.50; and

WHEREAS, The amount of payment the District will issue shall be \$535,470.00 less the required 5% retainage (\$23,773.50) as outlined in the contract, \$508,696.50; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$508,696.50 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 3 TO FREY ELECTRIC CONSTRUCTION CO. INC. FOR ELECTRICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Frey Electrical Construction Corp. for Electrical work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Frey Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$372,400.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$18,620.00; and

WHEREAS, The amount of payment the District will issue shall be \$372,400.00 less the required 5% retainage (\$18,620.00) as outlined in the contract, \$353,780.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$353,780.00 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 3 TO STARK TECH FOR TECHNOLOGY CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with U&S Services (Stark Tech) for Technology work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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 (Stark Tech) has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$15,540.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$777.00; and

WHEREAS, The amount of payment the District will issue shall be \$15,540.00 less the required 5% retainage (\$777.00) as outlined in the contract, \$14,763.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$14,763.00 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #03; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 2A TO GREATER NIAGARA MECHANICAL FOR HVAC WORK ON CATARACT BOILERS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$65,642.10; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$3,282.10; and

WHEREAS, The amount of payment the District will issue shall be \$65,642.10 less the required 5% retainage (\$3,282.10) as outlined in the contract, \$62,360.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$62,360.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #02A; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 11 TO CIR ELECTRICAL CONSTRUCTION CORP. FOR ELECTRICAL IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with CIR Electrical Construction Corp. for Electrical Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, CIR Electrical Construction Corp. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$24,573.11; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,228.66; and

WHEREAS, The amount of payment the District will issue shall be \$24,573.11 less the required 5% retainage (\$1,228.66) as outlined in the contract, \$23,344.45; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$23,344.45 to CIR Electrical Construction Corp. 2517 Long Rd Grand Island, NY 14072 in accordance with the Application and Certificate for Payment #11; and further

RESOLVED, That the appropriation be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 10 TO DV BROWN & ASSOCIATES, INC. FOR HVAC WORK FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated April 2, 2023, with DV Brown & Associates Inc for HVAC work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, DV Brown & Associates, Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$155,162.37; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$7,758.12; and

WHEREAS, The amount of payment the District will issue shall be \$155,162.37 less the required 5% retainage (\$7,758.12) as outlined in the contract, \$147,404.25; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$147,404.25 to DV Brown & Associates, Inc. 567 Vickers Ave 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 Grants Finance.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 5 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated January 26, 2024, with Johnson Controls Inc. for Temperature Controls Improvements in HVAC Equipment work for the replacement of the boiler system at the Community Education Center, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$240,997.59; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$12,049.88; and

WHEREAS, The amount of payment the District will issue shall be \$240,997.59 less the required 5% retainage (\$12,049.88) as outlined in the contract, \$228,947.71; and

WHEREAS, This appropriation will be expended from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$228,947.71 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #01; and further

RESOLVED, That the appropriation be expended from the General Fund.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

APPROVAL OF PAYMENT NO. 2 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS MATERIALS IMPROVEMENTS IN HVAC EQUIPMENT FOR PHASE I OF THE AMERICAN RESCUE PLAN (ARP) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated May 24, 2023, with Johnson Controls Inc. for Temperature Control Improvements in HVAC Equipment work on Phase I of the American Rescue Plan Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$30,479.55; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, 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 \$1,523.98; and

WHEREAS, The amount of payment the District will issue shall be \$30,479.55 less the required 5% retainage (\$1,523.98) as outlined in the contract, \$28,955.27; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for reimbursement through Grants Finance; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$28,955.27 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 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 Grants Finance.

Final Resolution: Motion Carries

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

7. Review of the Proposed Policy(ies) - None

8. Information and Reports

8.01 Public Comment on non-agenda related items

1. Lawrence Blaber Jr. 625 38th St. – informed the Board that his group (Niagara Community Information Group) held a candidates forum for candidates for the Board. Mr. Vilardo and Ms. Jackson took part. The OSC filmed the event. He would like students to ask some questions next year.
2. Michael Barksdale Independence Ave. – Followed up on his comments from February. Mr. Laurie supplied written answers to some questions he had at that meeting. Specifically, he discussed the District's mission statement, which he suggests is nebulous. He seeks a plan to implement the statement.
3. Dr. Tina Schultz, Lockport – Distributed a document to the Board. Dr. Schultz thanked Mr. Vilardo and Ms. Jackson (who was in attendance) for participating in the forum. NCIG has been in communication with other school districts which had low proficiency in reading and have similar demographics to Niagara Falls. All achieved success by admitting the low scores and changing their instructional reading methods, using the Right to Read.
4. Gloria Dolson 1502 Ontario Ave. – Acknowledged staff members who work behind the scenes and also Mr. Laurie. Mrs. Dolson holds Mr. Laurie in high regard. She commended Mr. Vilardo, who attends movie nights and contributes to these activities for students' benefits. He listens well and this is important. Children served by the District come from a variety of backgrounds.

8.02 Superintendent's Report

Mr. Laurie shared that:

Mr. Blaber thank you, and also thank you, Mr. Strangio, for filming the candidates forum.

Mr. Barksdale, congratulations on your son at the Charter School, who received an award from the Lions Club, and thanks to them for providing support to students.

May 14, 2024, was the anniversary of the racist shootings at Tops in Buffalo. We must remember those who were hurt or died in these attacks.

Thanks to our veterans on Memorial Day.

On Monday, May 20th we will have our final day of planned activities for this year with North Tonawanda and Niagara Wheatfield. 15 students from each school will participate in a day-long shadow at North Tonawanda High School. This is two years of work which has continued since an unfortunate soccer incident.

At NFHS, the District-wide Art Show is taking place.

LPS and GPS are having civics fairs next Thursday and June 14, respectively.

It is spring concert season in the District.

Thanks to Mr. Vilardo for bringing safety helmet information back from a recent convention; the District is buying 150 new helmets.

Next year marks 25 years of the “new” NFHS; a committee is being formed to commemorate the occasion. Mr. Strangio is producing a retrospective documentary on the topic.

Tuesday, May 21st from 11a.m. – 8p.m. voting at all usual locations. Two Board of Education seats and the school budget vote are on the ballot. The budget vote requires a 60% passing number of those who voted on this date.

Test scores: the State is overhauling its accountability system because it is outdated. They will devise something based on the student learning growth rate

Science of Reading: NYS indicates districts will receive no funding. Funds will be spent to develop a 45-hour course for teachers. By January 1, 2025, the State will send guidelines to districts. On September 1, 2025 the District will have to report on its compliance. Mr. Carella has already started developing professional development relative to this topic. This will be additional to the 45-hour Learning Trust coursework.

Thanked speakers for comments, members for supporting resolutions.

June 4, 2024 from 6 to 8 is Senior Awards night.

8.03 Board Members Report and Comments

Mr. Bass watched the candidates forum; this is an important thing. People need to see and hear their candidates. He appreciates those who participated. The year has gone quickly, but has been taxing with budget concerns. Thanks to his colleagues and Mr. Laurie for working together.

Mrs. Dunn remarked that too many people in the community do not realize all the District does for students. While comments are appreciated, research shows we have a very good school district. Parents need to get involved and be informed.

Mr. Cancemi represents the District on BOCES and sees 13 other districts represented at those meetings. Our district does more than any of those districts. In fact, the District is frequently cited as leading the way. The document shared by Dr. Schultz shows nothing about our District’s cultural advancement.

Mr. Bilson commented that the District has accomplished a lot this year. Regarding the upcoming vote, the budget is sound. Thanks to all for working so hard. Congratulations to retirees and tenure recipients.

Mr. Vilardo agrees with Mrs. Dunn and Mr. Cancemi. The District is ever-evolving. Congratulations to tenure recipients. Parents need to get involved in parent groups; DPC is very knowledgeable. More people should be involved. Thanked NCIG for putting on the forum. Please vote for the budget.

Mr. Paretto thanked staff and teachers, and security workers who protect students. The District spends a lot in the local economy through its capital projects. Please vote to support the budget. Regards to Mrs. D. Laurrie and Mrs. Dumas who are recovering from maladies.

Mr. Petrozzi thanked audience and speakers.

BRS Thursday, June 6, 2024	ARS/Regular Mtg. Thursday, June 20, 2024
1.	1. Graduation Update
2.	2. Review of July 2 Re-Organization Resolutions
3.	3. Review of Board Meeting Agenda Items – June 20 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>
4. Review of Board Meeting Agenda Items – June 20 Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser, Ms. Massaro</i>	4. 7 p.m. Golden Apples and NFT/NFBOE Minority Future Teacher Scholarship

9. Advanced Planning

9.01 Future Agenda Items

9.02 Future Meeting Dates

10. Adjournment

10.01 Meeting Adjourned on a motion by Mr. Bilson seconded by Mr. Bass in memory of:

Richard S. Andrejcak, father of Michele Brocious.

Shirley Contento, former employee, mother of Joe (Cathy) Contento.

Fred Leissle, father of Linda Hohmann.

Final Resolution: Meeting adjourned

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

DATE: May 22, 2024

KIND OF MEETING: Statutory Session

PLACE: Board of Education Board Room

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 8 p.m. The pledge of allegiance was followed by a prayer offered by Mr. Bass.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **Mrs. Dunn, Mr. Kudela (excused)**

1. Call To Order

1.01 Roll Call

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 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

The following certification was accepted on a motion by Mr. Cancemi and seconded by Mr. Paretto.

4. Certification of Election/Budget Vote Results

RCV4.01 Adoption of Resolution Certifying the School Election/Budget Vote Results

WHEREAS, The Annual School Election/Budget Vote was held on Tuesday, May 21, 2024; 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 21, 2024, 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 21st day of May in the year two thousand and twenty-four; namely:

That the number of votes tabulated pursuant to the recanvass conducted this date (May 21, 2024) resulted in the following candidates and proposition receiving the votes listed:

Bradley McLeod	830
Carlton Cain	574
Jerry Puleo	742
Portland Jackson	412
Nicholas Vilardo	856
Write-Ins	9

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 21st day of May in the year two thousand and twenty-four; 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 2024-2025 budget in the total amount of \$190,992,049 and to levy the necessary tax?”

The whole number of votes given for Proposition No. 1 was 1787 of which

Yes	Received	1,507
No	Received	280

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 21st day of May in the year two thousand and twenty-four;

FURTHER RESOLVED, That, in accordance with Section 2610 of the Education Law, Nicholas Vilardo and Bradley McLeod, 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, 2024, be it;

FURTHER RESOLVED, That in accordance with Section 2610 of the Education Law, that Proposition No. 1 - General Budget, receiving 1,507 votes cast in the affirmative be declared adopted.

Final Resolution: Motion Carries

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

5. Adjournment

5.01 Statutory Meeting Adjourned at 8:07 p.m. on a motion by Mr. Vilaro, seconded by Mr. Paretto, in memory of Donna L. Maluchnik, cousin of past Board president Robert Butch Kazeangin.

Final Resolution: Meeting Adjourned.

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

NIAGARA FALLS CITY SCHOOL DISTRICT

Niagara Falls, New York

MINUTES

DATE: June 6, 2024

KIND OF MEETING: Review

PLACE: Board of Education Board Room

BOARD REVIEW: A Board Review Session was held at 5:30 p.m.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:38 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi (entered 6:55 p.m.), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo
*remote

MEMBERS ABSENT: Mr. Kudela (excused)

Mr. Laurrie recognized Mrs. Capone, who was recently awarded for being a leader in ENL education in Western New York.

Seal of Biliteracy Recognition – Mrs. Capone explained that the District was among the first to adopt a bi-literacy program in this area. She explained the history and requirements of the program and then, with CEA Vilardo, presented the following students, some of whom are juniors, who earned Seals of Bi-Literacy in English and the following languages:

Tayeshka Ahmed; Bangla/Bengali
Rafay Bawamia; Spanish
Melianis Collazo-Castillo; Spanish
Arooj Kynat; Urdu
Charity Hosler; Spanish
Madeline Jarzyniecki; Spanish
Aakash Joshi; Hindi
Ala Nagi; Arabic
Robinyo Robin; Turkish and Spanish

Mr. Laurrie attended the scholarship and awards dinner and saw 24 valedictory graduates and others be recognized. On June 17, the Senior Awards breakfast celebration will be held. Mr. Laurrie congratulated the administrative staff at NFHS for finishing strong this school year after a couple of unfortunate instances earlier in the year.

Mr. Laurrie introduced the following topic, and explained that he will never endorse the idea of placing all students who may have issues in an off-site location; all are District students. Students are not one-size-fits-all. Off site schools create an out-of-site, out-of-mind situation in which the programs are underfunded and tend to be populated

disproportionately by students who are Black and those who have attendance problems, leaving them no one modeling positive behavior.

Continuum of NFHS Alternative Programs – Mrs. Vilardo discussed the various programs available to students at Niagara Falls High School. These include:

In person learning, for the traditional learner with good attendance, grades and behavior;

Twilight In Person Learning, for students who may be on short -term suspension, be in need of Tier 2 intervention, or behavioral intervention. These students may have inconsistent attendance, behavior, and poor academic performance;

In person with PASS or Attendance Team, for students who receive extra Tier 2 support with attendance, behavior, or coursework from NFHS staff members. These students also may have inconsistent attendance, behavior, and poor academic performance;

Big Picture, for students who will benefit from a smaller learning environment within NFHS. This program seeks to engage hard-to-reach students via trusting relationships, project-based learning, and Leaving To Learn (internships). These students may demonstrate a lack of trust in peers or adults, may have inconsistent attendance or academic performance, or truancy;

Remote with Community Schools/Twilight, in which students participate in synchronous and asynchronous learning with NFHS teachers and the opportunity for additional in-person support. These students may display serious behavioral issues in the school or community, or may choose to participate with parental consent.

Remote, in which students participate in synchronous and asynchronous learning with NFHS teachers during the school day. These students may display significant behavioral issues in the school or community.

Administrative Home Teaching, in which students work with a teacher outside of school with a ratio no greater than 5:1. Students complete work assigned by their teachers via in-person or remote learning. These students may display significant behavioral issues in the school or community.

District Home Teaching, in which students an on-line learning environment called APEX to complete assignments with the assistance of a home teacher working with the student three hours daily. These students may have an IEP and/or be awaiting placement out of the District.

Out of District Placement, in which students attend a learning environment outside of the District, such as Stanley Falk or Niagara Academy. These students may have an IEP and/or suffer from maladies like anxiety or school phobias, for example.

Mrs. Vilardo concluded by stating that all students have access to what they need to graduate. As of today, no students in these programs are asking to go back to the NFHS ordinary schedule. Students can still participate in student life including athletics and social life, as long as they are meeting the eligibility criteria.

On June 17th at 9a.m. at NFHS Partner Celebration Breakfast will be held.

On Saturday, June 15, students will meet at NFHS at 9 a.m. for Class Day Parade and picnic. Prom and post prom take place June 21. Graduation is June 27 at 6 pm. On the Art Calandrelli Field. (Rain date Saturday at 10 a.m.). Regents exams are currently being administered.

A review of the June 20 agenda was held.

A lengthy discussion took place regarding the dearth of bidders for various projects. In October, both bus contracts are due to be bid. Competition may be lacking.

Mr. Laurrie shared that the District budget was approved in May by 84.3%, the highest favorable vote in WNY. He congratulated Mr. Vilardo and Mr. McLeod, who won re-election and election, respectively, to the Board, and congratulated the others who also ran for election.

At the June 20th Board meeting, Golden Apples will be presented to Dan Yousett of Voss Manufacturing and to Dave Norton of Moog Industries. Both have been extremely influential to our PTECH program. The NFT/NFBOE scholarship to a minority student entering the field of teaching will be presented to D 'Rajonae Hill. A short presentation by our Unified Students, who will have just returned from a leadership conference, in Florida will also occur. The students are in Disney until June 8th.

Athletes: 75% of all spring sports teams and 90% of all athletes qualified as scholar athletes.

Friday, June 14th Annual LaSalle Education Club dinner at 6p.m. at NFHS. Scholarships and awards will be bestowed. Congratulations to Ms. Karen Howard, NFHS Parent Group Co-President for receiving her recognition for contributions to education.

Good luck to our student athletes competing in the 4 x 100 States tomorrow: Jhonica Harris, who is also competing in the state high jump, Jnysha Cary, Emya Jenkins, and Jayla Scott, and Nick Young, who is competing in the 200 yd dash.

Mr. Carella and Mr. Laurrie attended a PTECH signing day celebration with 60 students and lots of parents.

From July 8 – Aug 19, a parent literacy class will be held at Bond school on Mondays.

Bond rating: Standard & Poors now rates the District as A, and only four districts are rated as AAA. The District asked for AA rating and will know next week whether this has been achieved.

Mr. Laurrie shared these legislative updates:

A bill which would require each Industrial Development Agency (IDA) board to have representation from at least one school board member or superintendent has passed both houses.

A bill which would simplify the details voters must provide in order to request and receive an absentee ballot for school district elections has passed the Senate, and is currently in the Assembly Education Committee.

A bill which would require the state Department of Civil Service to review and update the questions contained within civil service exams no less than every five years. The bill has passed both houses.

This bill would shorten the period of time over which transportation aid is provided to districts for purchasing and leasing zero-emission school buses (ZEBs), from twelve to eight years. The bill will not pass.

A bill which would create a statewide clearinghouse for active complaints against holders of or applicants for New York State teaching certificates, pursuant to Part 83 of the Regulations of the Commissioner of Education. The bill has passed the Senate, and is currently in the Assembly Education Committee.

A bill which would create a new system for measuring teacher and principal accountability that focuses on professional development and support, returning APPR to local control is awaiting the Governor's signature.

A bill which would require a student, non-voting, Board of Education member, to serve in an ex officio capacity will likely pass and go into effect perhaps next year.

Additionally, Gov. Hochul plans to introduce legislation that would only allow students to carry phones that don't have access to the internet. The bill would be taken up in New York's next legislative session which begins in January.

Mr. Carella and Mr. Laurrie participated in a phone call yesterday regarding the Science of Reading and Back to Basics; are two different instructional models.

The Board entered executive session at 8:08 p.m. for the purpose of discussing the possible demotion or termination of two individuals on a motion by Mr. Vilardo, seconded by Mr. Bilson. All in favor. The Board exited executive session at 8:55 p.m. on a motion by Mr. Paretto, seconded by Mr. Vilardo. All in favor.

DATE: June 20, 2024

KIND OF MEETING: Agenda review

PLACE: Board of Education Board Room

The meeting was opened with the pledge of allegiance and a prayer by Mrs. Dunn.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 5:37 p.m.

MEMBERS PRESENT: Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi (entered 6:48p.m.), Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. Kudela (excused)

Mr. Laurrie thanked Mr. Granieri for his work to correct a recent technical problem.

Graduation Update – Mrs. Vilardo presented the following information regarding graduation.

Projected:

383 - 415 Graduates AS of today, between 80.46% and 87.18% of seniors are expected to graduate June 27, 2024.

Of those not expected to meet graduation requirements in June (52), six are possible August graduates and nine are special education students staying for additional years.

Approximately 75% of students who are not graduating are not doing so due to absenteeism/low credits only. Some of these may have moved away and not registered in a new school, which also counts against the cohort.

Exams are still being graded, which will impact the numbers. Student achievement is closely tracked. Special education students have a right to stay in school until age 21/22, but do count against the four-year cohort for the class's graduating year. The nine students referenced above represent two percent of the cohort.

This cohort must meet the 65% or higher on Regents exams, which the past cohort did not.

Some students simply refuse to return to school, despite efforts to bring them back to school.

Graduation is June 27, 2024.

Presentation by Abate students - Ms. Colvin (grade five teacher) and students Skyler Crymes, Gigi Groves, and Lily Hood representing the Just Us League, presented for consideration by the Board their request to alter the student dress code. They pointed out that restrictions to allowable clothing disproportionately affects girls and some ethnic groups. They questioned why shoulders must be covered and requested to be allowed to wear hoodies. They contend this a matter that affects female and minority students disproportionately.

The group hopes to address Congress about gun control and City Council about community issues, like traffic safety.

Approximately 24 students have participated in the Just Us League.

Mr. Laurrie shared that a school safety committee that recommends the dress code for the Board to adopt or reject. The group will be invited to share their presentation with that group at the appropriate time.

A review of July 2 Reorganization and Regular Meeting Agenda was held, as well as a review of June 20 Agenda Items.

Bus contracts increased 3.89%. (6.24, 6.25)

Mr. Cancemi requested that agenda items be highlighted where prices have increased or other substantial changes have been made to prior year's contracts .

DATE: June 20, 2024

KIND OF MEETING: **Regular Meeting**

PLACE: Board of Education Board Room

AGENDA REVIEW: An Agenda Review Session was held prior to the Special Meeting.

CALL TO ORDER: The meeting was called to order by Mr. Petrozzi at 7 p.m. The flag was pledged and a prayer offered by Mrs. Dunn.

MEMBERS PRESENT: **Mr. Bass, Mr. Bilson, Mr. Cancemi, Mr. Capizzi, Mrs. Dunn, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo**

MEMBERS ABSENT: **Mr. Kudela (excused)**

1. Agenda Review Session

2. Call to Order

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

3. Letters and Communications

3.01 Special Presentations: Golden Apple; NFT/NFBOE Minority Future Teacher Scholarship; Disney Presentation, NFHS Students

The NFHS Unified students presented a video to thank the Board for its recent trip to Disney to learn leadership June 4 – 8, 2024. Ms. Slaiman and Ms. Grant offered a statement of thanks and explained what the Unified Students group does, which is to offer educational and travel opportunities for general education and special education students together. They said the trip gave students skills in independence. A parent of special needs children, Mrs. Lore (?), also spoke on the need for a travel agent experienced in serving people with special needs. Students also talked with Mr. Laurie about their experience.

Mr. Laurie and Mr. Weiss presented the \$2,000 NFT/NFBOE scholarship to a minority student entering the field of teaching, D'Rajonae Hill, who will attend Buffalo State University. Ms. Hill has already earned 24 college credits toward her degree. Ms. Hill expressed her appreciation.

Golden Apples were presented to Dan Yousett of Voss Manufacturing and to Dave Norton of Moog Industries. Both have been extremely impactful with the PTECH program. This is the District's highest award, presented annually. No other district has two PTECH programs, as the District does. This is only possible with the help of businesses like Voss and Moog. Ms. Rotella-Zufato assisted with the presentations.

Mr. Norton remarked that both his parents were teachers, so he appreciates the PTECH program and those leading it.

Mr. Yousett remarked that the benefit is mutual, as quality employees are in short supply. He hears all over the Niagara Frontier that the NFCSD is the standard for PTECH. Mr. Voss also attended and remarked that our students are gaining direction, passion, and purpose through PTECH, which is important for society.

Mr. Laurrie also showed a new helmet design for student football players, which will help to even further reduce head injury.

3.02 Oral Communications - Public Comment on Agenda-related Items – None.

3.02 Written Communications – None.

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

The following was accepted on a motion by Mr. Vincent Cancemi, second by Anthony F Paretto.

4.01 Minutes – May 2024 Meetings (SG4)

Final Resolution: Motion Carries

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

The following was accepted on a motion by Mr. Vincent Cancemi, second by Anthony F Paretto.

4.02 Approval of Budget Transfer - #11 (SG3)

Final Resolution: Motion Carries

Final Resolution: Motion Carries

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

4.03 Approval of the following Bids (SG3) None.

4.04 Treasurer's Report – May 2024 (SG3) Received & Filed.

4.05 Budget Status Report – June 2024 (SG3) Received & Filed

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Paretto.

4.06 Personnel Report – Certificated (SG 1, 2)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Paretto, seconded by Mr. Vilardo.

4.07 Personnel Report - Classified (SG 1, 2)

Final Resolution: Motion Carries

Final Resolution: Motion Carries

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

The following were approved on a motion by Mr. Cancemi, seconded by Mr. Bass.

4.08 Report from Committee on Special Education (SG 1)

Final Resolution: Motion Carries

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

The following were approved on a motion by Mr. Cancemi, seconded by Mr. Bass.

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

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Vilardo, seconded by Mr. Paretto.

4.10 Short-Term Contracts -- (SG 1, 4)

Final Resolution: Motion Carries

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

The following was approved on a motion by Mr. Cancemi, seconded by Mr. Paretto.

4.11 Head Start/Early Head Start Reports

Final Resolution: Motion Carries

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

5. Unfinished Business

5.01 None

6. New Business *(see BoardDocs)*

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Vilardo.

APPROVAL OF RECEIPT OF GIFT RESOLUTION FROM DR. SHAWN DALY (SG 1)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Dr. Shawn Daly has donated a trombone and a tuba to the Niagara Falls City School District; and

WHEREAS, This donation will be used by music students; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of a trombone and a tuba; and

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

Dr. Shawn Daly
926 Harrison Avenue
Niagara Falls, NY 14305-1107

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Vilardo.

ACCEPTANCE OF FUNDS FOR THE 2024/2025 HEAD START/EARLY HEAD START GRANT COST-OF-LIVING ADJUSTMENT (COLA) ALLOCATION (SG 1, 3)

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 07/01/2024 – 06/30/2025; and

WHEREAS, The Board, at its meeting on March 21, 2024, accepted the funds indicated on the Notice of Award for Year 4 of the Head Start/Early Head Start Grant, 07/01/2024 – 06/30/2025, with a combined funding of \$2,438,041.00, and

WHEREAS, The combined funding includes \$1,662,049.00 in Head Start Funding, \$741,773.00 in Early Head Start Funding, and \$34,219.00 in Training and Technical Assistance Funding; and

WHEREAS, The Further Consolidated Appropriations Act, 2024, contains an increase for Head Start of \$275 million over the Fiscal Year (FY) 2023 level for a cost of living adjustment (COLA); and

WHEREAS, The COLA supports a 2.35% adjustment above FY2023 funding levels to increase pay scales of Head Start and Early Head Start staff, including vacant positions, and delegate agency or other partners providing direct services; and

WHEREAS, The District was allocated \$39,058.00 in COLA funding for Head Start and \$17,432.00 in COLA funding for Early Head Start; and

WHEREAS, The Board wishes to accept COLA funding; and

WHEREAS, the Head Start Regional Office has asked for Board Approval of the COLA Award; therefore
be it

RESOLVED, That the Board accepts the funds for the 2024/2025 COLA Award; and be it further
RESOLVED, That the grant award of \$56,490.00 be credited to the following Revenue Accounts:

1. F4289.HS0.25 – 2024/2025 HEAD START REVENUE - \$39,058.00.00
2. F4289.ES0.25 – 2024/2025 EARLY HEAD START REVENUE - \$17,432.00; and be it further
RESOLVED, That the money be expended in the following function/object codes:

Appropriation Description Amount

Position	Staff Name	COLA Increase
HS/EHS Education Coordinator	Scott, Amy	\$1,819
HS/EHS FC/ERSEA Coordinator	Linde, Nicole	\$1,392
HS Custodian	Mohammed, Yaseem	\$900
EHS Custodian (part-time)	Rodriguez, William	\$420
HS/EHS Administrative Assistant & Data Specialist	Shank, Dana	\$1,127
Family Advocate	Daniels, Beverly	\$862
Family Advocate	Brindley, Katrina	\$806
Family Advocate	Parmer, Lecia	\$809
HS Instructional Teacher	Castro, Colleen	\$1,231
HS Instructional Teacher	Orshal, Jessica	\$1,161
HS Instructional Teacher	Hooley, Olivia	\$1,138
HS Instructional Teacher	Melson, Leah	\$1,184
HS Instructional Teacher	Voutour, Melissa	\$1,161
HS Instructional Teacher	Choolokian, Pamela	\$1,231
HS Instructional Teacher	Vacant	\$1,090
HS Instructional Teacher	Vacant	\$1,090
HS Instructional Teacher	Vacant	\$1,090
HS Teaching Assistant	Bax, Susan	\$732
HS Teaching Assistant	Voutour, Jenna	\$732
HS Teaching Assistant	McCoy, Ciara	\$694
HS Teaching Assistant	Hayes, Cheryl	\$640
HS Teaching Assistant	Ibrahim, Sobia	\$694
HS Teaching Assistant	Sendall, Chantal	\$732
HS Teaching Assistant	Rankin, Jennifer	\$732
EHS Instructional Teacher	Hamilton, Samara	\$1,154
EHS Instructional Teacher	Haudricourt, Hayleann	\$1,154
EHS Instructional Teacher	Robertson, Kali	\$1,154
EHS Instructional Teacher	Mercado, Tamara	\$1,171
EHS Instructional Teacher	Sawyer, Amber	\$1,171
EHS Teaching Assistant	Adcock, Anne	\$786
EHS Teaching Assistant	Roseboro, Christine	\$649
EHS Teaching Assistant	Linde, Alyssa	\$646
EHS Teaching Assistant	Maqsood, Nasreen	\$745
EHS Teaching Assistant	Cyphers, Natalie	\$745
EHS Teaching Assistant	Kephart, Elizabeth	\$745
EHS Teaching Assistant	West, Requal	\$745
EHS Teaching Assistant - PFIE Coordinator	Vincent, Tracy	\$851
HS Program Aide	Nolan, Meredith	\$649
HS Program Aide	Leslie, Sylvia	\$745
EHS Program Aide	Ali, Shazia	\$684
EHS Program Aide	Diallo, Fatoumata	\$694
HS Center Director	Smith, Steffany	\$1,448
EHS Center Director	Fain, Skye	\$1,448

HS/EHS Head Cook - DiFran Center	Works, Denita	\$863
HS/EHS Cook - CEC	McDougald, Brianna	\$808
HS/EHS Cook - DiFran Center	Brinson, Keyonna	\$808
HS/EHS Cook Assistant - DiFran	Jackson, Tammy	\$447
HS/EHS Cook Assistant - CEC	Vacant	\$447
Safety Office	Vacant	\$796
Substitute	Vacant	\$635
HS/EHS Health Coordinator	Belardi, Julie	\$1,519
Benefits		\$9,316

\$56,490

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Vilardo.

APPROVAL OF BUILDING-LEVEL SCHOOL SAFETY PLANS AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (SG 1, 2)

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 approve and adopt 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 the Building-Level School Safety Plans as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Vilardo.

APPROVAL OF DISTRICT CODE OF CONDUCT AS AMENDED, AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (SG 1, 2)

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Code of Conduct for the maintenance of order on school property, including school functions, which Code of Conduct is to govern the conduct of students, teachers and other school personnel as well as visitors, and provide for the enforcement thereof; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Code of Conduct; and

WHEREAS, a Committee appointed by the District reviewed and amended the Code of Conduct in accordance with the laws and regulations; and

WHEREAS, the Code of Conduct as amended, was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Code of Conduct as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 8, 2024; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Code of Conduct as amended, after review by the Committee; and be it further

RESOLVED, that the Code of Conduct as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purpose of this Resolution.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Vilardo.

APPROVAL OF COMPREHENSIVE DISTRICT-WIDE SCHOOL SAFETY PLAN AS AMENDED AND FILING WITH THE NEW YORK STATE COMMISSIONER OF EDUCATION (SG 1, 2)

WHEREAS, the State of New York enacted a Safe Schools Against Violence in Education Act (SAVE), a component of which requires Boards of Education within the State to adopt and annually review and amend, if necessary, a Comprehensive District-Wide Safety Plan that address crisis intervention and prevention, emergency response and management; and

WHEREAS, the Board of Education in compliance with the law and regulations did formulate, adopt and file a Comprehensive District-Wide School Safety Plan; and

WHEREAS, a District-Wide School Safety Team approved by the District, reviewed and amended the Comprehensive District-Wide School Safety Plan for Niagara Falls City School District in accordance with the laws and regulations; and

WHEREAS, the Comprehensive District-Wide School Safety Plan as amended was made available for public comment for a period of at least 30 days prior to formal adoption by the Board; and

WHEREAS, a public hearing on the proposed Comprehensive District-Wide School Safety Plan as amended, as required for the participation of personnel, parents, students and other interested parties was held on May 8, 2024; now, therefore, be it

RESOLVED that the Board of Education does hereby approve and adopt the Comprehensive District-Wide School Safety Plan as amended, after review by the District-Wide School Safety Committee; and be it further

RESOLVED, that the Comprehensive District-Wide School Safety Plan as amended and hereby adopted be filed with the New York State Commissioner of Education as required by law and regulations; and be it further

RESOLVED, that the President of the Board and District Clerk are hereby directed to do all things necessary to effectuate the purposes of this Resolution.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi, seconded by Mr. Vilardo.

APPROVAL TO BIND PROPERTY AND EQUIPMENT, GENERAL LIABILITY, AUTOMOBILE, UMBRELLA, INLAND MARINE, CYBER AND CRIME INSURANCE WITH THE NEW YORK STATE INSURANCE RECIPROCAL ("NYSIR"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$728,982; TO BIND CRIME COVERAGE THROUGH TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA FOR THE DOLLAR AMOUNT OF \$4,772; TO BIND STUDENT ACCIDENT INSURANCE WITH PUPIL BENEFITS PLAN, INC. ("PUPIL BENEFITS"), AS PROPOSED FOR THE DOLLAR AMOUNT OF \$14,500, FOR THE PERIOD JULY 1, 2024 TO JUNE 30, 2025; AND TO BIND EXCESS WORKERS COMPENSATION INSURANCE WITH MIDWEST EMPLOYERS CASUALTY COMPANY THROUGH USIAS BROKER, AS PROPOSED FOR THE DOLLAR AMOUNT OF \$89,926 PER YEAR FOR TWO YEARS, FOR THE PERIOD JULY 1, 2024 TO JUNE 30, 2026 (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 the required endorsements and proof of coverage has been demonstrated; and

WHEREAS, it is advantageous to bind crime insurance with the Travelers Casualty and Surety Company of America; and

WHEREAS, Pupil Benefits is the low-cost proposal for student accident insurance (athletes only) and has provided outstanding service as the incumbent insurance provider; therefore, be it

RESOLVED, The Board of Education approves binding property and equipment, general liability, automobile, umbrella, inland marine, cyber and crime insurance with NYSIR, as proposed for

the dollar amount of \$728,982; to bind crime insurance through Travelers Casualty and Surety Company of America, as proposed for the dollar amount of \$4,772; binding student accident insurance with Pupil Benefits, as proposed for the dollar amount of \$14,500, for the period July 1, 2024 to June 30, 2025; and binding excess workers compensation insurance with Midwest Employers Casualty Company through USI as broker, as proposed for the dollar amount \$89,926 per year for two years, for the period July 1, 2024 to June 30, 2026; and be it further

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

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Camcemi, seconded by Mr. Bilson.

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NMG EVALUATION FOR INDEPENDENT GRANT EVALUATION SERVICES (JULY 1, 2024 - JUNE 30, 2025)

WHEREAS, The Extended School Day Grant mandates ongoing outside independent evaluation; and

WHEREAS, NMG Evaluation has been the independent evaluator in past school years for the Extended School Day and Empire Grants; and

WHEREAS, The District desires to retain NMG Evaluation to render professional services as an independent evaluator of the Extended School Day Grant awarded by the New York State Education Department; and

WHEREAS, A proposed Contract has been negotiated with NMG Evaluation to provide these services for a period of one (1) year at a fee not to exceed \$10,500 to be billed in quarterly installments of at \$2,625; therefore be it

RESOLVED, That the Contract for professional evaluation services by an independent contractor for independent grant evaluation between the City School District of the City of Niagara Falls and NMG Evaluation, attached hereto, be approved; and be it further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

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

CONTRACT FOR INDEPENDENT GRANT EVALUATION SERVICES BY
BY NMG EVALUATION

THIS AGREEMENT, made this 20th day of June 2024 by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630 66th Street, Niagara Falls, New York 14304, the first party, and NMG Evaluation, 12 Maple Court, Cortlandt Manor, NY 10567, the second party.

WITNESSETH:

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

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional independent grant evaluation services

hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to independent grant evaluation which services shall include but not be limited to the following:

- a. In-person and phone-based meetings and consultation as mutually agreed
- b. Site visits for the Extended School Day Grant at Niagara Falls High School in Fall 2024 and Spring 2025
- c. Analysis of all data necessary to meet requirements of the evaluation portion of the Extended School Day grant

- d. Customary Document Preparation and reporting of required data to appropriate parties for the Extended School Day Grant and provide copies of completed data reports to the District

All of these functions shall be performed in consultation with the Superintendent of Schools. This consultant should possess a thorough knowledge of grant evaluation.

3. Relationship Between the Parties: The second party shall not be an employee of the first party. The second party is engaged by the first party only for the purposes and to the extent set forth in this Agreement and the relationship to the first party during the term of this agreement shall be solely and exclusively that of the professional consultant to perform only the services hereinbefore expressly set forth in the exclusive capacity of independent consultant only and in no event as servant or employee. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and their status at all times will continue to be that of independent contractor.

4. Compensation to Second Party: Upon receipt of due invoice indicating duties performed, the first party shall pay to the second party for services rendered up to the invoice date, a sum not to exceed \$10,500 to be paid in quarterly installments of \$2,625 on September 30, 2024, January 30, 2025, March 30, 2025, and a final installment on June 30, 2025. The second party shall submit invoices to the first party for services rendered quarterly on the dates stated herein. The first party shall deem payment checks payable to the order of the second party full payment to, and acquittance.

5. Taxes and Insurance: As an independent contractor, the second party is responsible for all withholding taxes, insurance, Worker's Compensation and unemployment insurance. The second party as Independent Contractor shall obtain liability insurance in amounts acceptable to the first party and naming the first party, Niagara Falls Board of Education, as additional named insured and shall file certificates evidencing such insurance with the District prior to commencing services under this Agreement.

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

7. Term of Contract: This contract shall be effective from July 1, 2024 through June 30, 2025 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 parties.

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

CONSULTANT

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

Nina M. Gottlieb
NMG Evaluation

Russell Petrozzi
Board President

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bilson, seconded by Mr. Bass.

APPROVAL OF CONTRACT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND VIA EVALUATION, INC. FOR PROFESSIONAL GRANT EVALUATION SERVICES (SERVICES DESCRIBED HEREIN WILL BE FEDERALLY AND STATE FUNDED) (JULY 1, 2024 - JUNE 30, 2025)

WHEREAS, The District wishes to again hire an independent evaluation company to render professional services associated with the mandatory independent evaluation required of the six (6) grants awarded to the District from the U.S. Department of Education and the New York State Education Department; and

WHEREAS, The District previously hired Via Evaluation, Inc. as an independent consultant to render the professional evaluation services required; and

WHEREAS, A new Contract has been negotiated with Via Evaluation, Inc. for a period of one (1) year from July 1, 2024 through June 30, 2025, at a fee not to exceed \$208,750 payable in four (4) quarterly installments of \$52,187.50; 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 \$208,750 for period July 1, 2024 through June 30, 2025 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 20th day of June, 2024 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., 505 Ellicott Street, Suite A8, Buffalo, NY 14203, the second party.

WITNESSETH:

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

1. Engagement of Second Party: The first party hereby engages the second party as an independent consultant to render to the first party professional grant evaluation services hereinafter described, and the second party hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional Services and Duties of the Second Party: The second party shall provide and render to the first party the usual and customary services of a consultant as they relate to grant evaluation which services shall include but not be limited to the following:

a. In-person and phone-based meetings and consultation

b. Analysis of all data necessary to meet requirements of the evaluation portion of the following six (6) Federal and State Grants: Student Mental Health Supports, School Based Mental Health Services, 21st Century Prep, P-TECH (Mechanical Engineering and Computer Science), and Family and Community Engagement Grants

c. Customary Document Preparation and reporting of required data to appropriate parties provide copies of completed data reports to the District

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 \$208,750, payable in four (4) quarterly installments of \$52,187.50 on October 30, 2024, January 30, 2025, March 30, 2025 and June 30, 2025. 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 July 1, 2024 and terminate June 30, 2025, 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

Jessica Aungst Weitzel
President, Via Evaluation, Inc.

Board President Russell Petrozzi

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo, seconded by Mr. Bilson

APPROVAL OF DISTRICT ELEMENTARY MATHEMATICS RESOURCES FOR GRADES KINDERGARTEN TO 6

A motion is recommended for the approval of the following resolution: Approval of Recommendation:

RESOLVED, That the Niagara Falls Board of Education approve the program resources;
RESOLVED, That the following be approved:

Grade Levels	Text/Materials	Publisher
--------------	----------------	-----------

Kindergarten		
--------------	--	--

Grade 1		
---------	--	--

Grade 2		
---------	--	--

Grade 3		
---------	--	--

Grade 4		
---------	--	--

Grade 5		
---------	--	--

Grade 6	iReady Classroom	Curriculum Associates
---------	------------------	-----------------------

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

APPROVAL OF DISTRICT OF PREPARATORY SCHOOL MATHEMATICS RESOURCES FOR GRADE 7

RESOLVED, That the Niagara Falls Board of Education approve the program resources;

RESOLVED, That the following be approved:

Grade Level Text/Materials Publisher

Grade 7

Into Math

Houghton-Mifflin Harcourt

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF AGREEMENT BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE LASALLE EARLY CHILDHOOD CENTER INC. 4-YEAR-OLD PREKINDERGARTEN PROGRAM FOR UNIVERSAL PRE-SCHOOL SITE IN THE 2024/2025 SCHOOL YEAR (SG 1)

WHEREAS, The School District is responsible for the allocation of funds for the

Universal Pre-Kindergarten Program as provided by part 151-1 of the Educational Law; and

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

WHEREAS, The LaSalle Early Childhood Center is such a qualified and competent agency and the District wishes to contract with it to provide the required instructions to four-year-old children; now therefore be it

RESOLVED, That the Agreement, pending funding, between the City School District of the City of Niagara Falls and LaSalle Early Childhood Center, Inc. Prekindergarten – for a 4-Year Old Program for Universal Prekindergarten attached be and hereby is approved; and

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

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

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

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR CONSULTATION SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND TELL CONSULTING FOR THE 2024-2025 SCHOOL YEAR (JULY 1, 2024 - JUNE 30, 2025)

WHEREAS, The Family and Community Engagement, Mentor Teacher Internship Program (MTIP) and Student Mental Health Supports 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 Family And Community Engagement, Mentor Teacher Internship Program (MTIP) and Student Mental Health Supports Grants to staff, and to contract with TELL Consulting to continue trainings on culturally responsive practices in classrooms; and

WHEREAS, The Administration negotiated a Contract with TELL Consulting to provide consultation and instructional materials to staff members - not to exceed an agreed upon fee of \$20,000, payable in the amount of \$4,000 after completion of each full day training for a total of five (5) full day trainings; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending June 30, 2025; 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 the 2024/25 School Year; and further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

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

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BOWL O' DROME FOR THE SUMMER PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

WHEREAS, The Family and Community Engagement, Mentor Teacher Internship Program (MTIP) and Student Mental Health Supports 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 Family And Community Engagement, Mentor Teacher Internship Program (MTIP) and Student Mental Health Supports Grants to staff, and to contract with TELL Consulting to continue trainings on culturally responsive practices in classrooms; and

WHEREAS, The Administration negotiated a Contract with TELL Consulting to provide consultation and instructional materials to staff members - not to exceed an agreed upon fee of

\$20,000, payable in the amount of \$4,000 after completion of each full day training for a total of five (5) full day trainings; and

WHEREAS, The Contract shall be effective for a term commencing

July 1, 2024 and ending June 30, 2025; 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 the 2024/25 School Year; and further

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

RESOLVED, That the President of the Niagara Falls Board of Education be authorized to execute said contract; and

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

CONTRACT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR BOWL O'DROME

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Bowl O' Drome, 2712 Pine Avenue, Niagara Falls, New York 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 Bowl O' Drome as an independent contractor to render to the District professional services regarding implementation of the Prep and High School Sports and Enrichment Summer Program through the Extended School Day Grant and Bowl O' Drome hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Bowl O' Drome shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the use of Bowl O' Drome and rental equipment to students for the Prep and High School Sports and Enrichment Summer Program at Niagara Falls High School, including:

- Use of the Bowl O' Drome for the duration of the summer program (July 16 - August 15, 2024)
- Rental equipment to all students attending bowling at the facility

All of the functions will be performed by Bowl O' Drome and shall be coordinated with the Summer Program Director and/or District Administration. Bowl O' Drome possesses a thorough knowledge of ice hockey as they relate to the summer sports and enrichment program.

3. Relationship Between the Parties. Bowl O' Drome shall not be an employee of the District. Bowl O' Drome 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. Bowl O' Drome 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 Bowl O' Drome for services hereunder a sum not to exceed \$6,000 to be paid after completion of five (5) weeks of summer programming and by August 31, 2024. Payment checks payable to the order of Bowl O' Drome shall be deemed full payment to and acquittance by Bowl O' Drome.

5. Indemnification. To the fullest extent permitted by law, Bowl O' Drome 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. Bowl O' Drome shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Bowl O' Drome 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 July 1, 2024 to August 31, 2024, 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 Bowl O' Drome under this Agreement are unique and personal. Accordingly, Bowl O' Drome 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.

BOWL O'DROME

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Brenda Pati

Office Manager

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE AQUARIUM OF NIAGARA FOR THE SUMMER ELEMENTARY EXTENDED LEARNING PROGRAM (JULY 1, 2024 - AUGUST 31, 2024) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to increase academic achievement for students; and

WHEREAS, For previous school years, the District has contracted with the Aquarium of Niagara to provide interactive activities to students on animal science; and

WHEREAS, the Aquarium of Niagara has extensive knowledge about the biology of animals and has experience in providing outreach programs to elementary students; and

WHEREAS, The District wishes to again enter into Contract with the Aquarium of Niagara to provide engaging presentations to students participating in the Elementary Extended Learning Program (ELP) for Summer 2024; and

WHEREAS, District Administration has negotiated a new Contract with the Aquarium of Niagara to provide such services at a cost not to exceed \$450 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Aquarium of Niagara to provide four (4) sessions to students on animal science in the Summer Program at a sum not to exceed \$450 for the period July 1, 2024 through August 31, 2024, 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 AQUARIUM OF NIAGARA

THIS AGREEMENT, made this 20th day of June 2024, 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 Aquarium of Niagara, 701 Whirlpool Street, Niagara Falls, New York 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 the Aquarium of Niagara as an independent contractor to render to the District professional services regarding implementation of elementary science objectives and the Aquarium of Niagara hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: The Aquarium of Niagara shall provide and render to the District the usual and customary services of a contractor for professional services, regarding elementary science objectives for the Elementary Extended Learning Program (ELP) in Summer 2024, including:

- Interactive outreach presentations to students on animal science for a total of four (4) sessions during the period of July 15, 2024 – August 2, 2024 at GJ Mann Elementary School
- Focus on the programs of "Turtle Trek" and "Animal Tales" including the presentation of a story about the animal and an engaging activity on turtles

All of the functions will be performed by Aquarium of Niagara and shall be coordinated with the Summer Program Director and/or District Administration. The Aquarium of Niagara possesses a thorough knowledge of animal science as it relates to the implementation of elementary science objectives.

3. Relationship Between the Parties. The Aquarium of Niagara shall not be an employee of the District. The Aquarium of Niagara 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 Aquarium of Niagara 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 The Aquarium of Niagara for services hereunder a sum not to exceed \$450 to be paid in full upon completion of four (4) outreach sessions and by August 31, 2024. Payment checks payable to the order of The Aquarium of Niagara shall be deemed full payment to and acquittance by The Aquarium of Niagara.

5. Indemnification. To the fullest extent permitted by law, The Aquarium of Niagara 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 Aquarium of Niagara shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. The Aquarium of Niagara 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 July 1, 2024 to August 31, 2024, 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 Aquarium of Niagara under this Agreement are unique and personal. Accordingly, the Aquarium of Niagara 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 AQUARIUM OF NIAGARA CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Katherine Jones
Director of Education
Russell Petrozzi
President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR COLLEGE PLANNING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND BOOKER COLLEGE PLANNING FOR SUMMER PROGRAMMING (JULY 1, 2024 - AUGUST 31, 2024)

WHEREAS, Extended Day, Family and Community Engagement and Smart Scholars Early College 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 again provide summer Early College advisory for academic and summer boot camps, for Extended Day, Family and Community Engagement and Smart Scholars Early College Grant students, and to contract with Booker College Planning to provide nine (9) weeks of services to continue such higher educational experiences for students enrolled in Early College High School; 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 9th, 10th, 11th and 12th grade students at Niagara Falls High School - not to exceed agreed upon fee of \$4,000.00, payable in two monthly installments of \$2,000; and

WHEREAS, The Contract shall be effective for a term commencing July 1, 2024 and ending August 31, 2024; 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 the summer of 2024; 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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

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 SUMMER PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

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 HOGHOL to provide programming at LaSalle and Gaskill Preparatory Schools as well as Niagara Falls High School in the 2023-2024 school year; and

WHEREAS, The program was a tremendous success; and

WHEREAS, District administration has negotiated a Contract with HOGHOL to provide services for four (4) days per week for five (5) weeks as part of the 2024 Summer Sports and Enrichment Program at Niagara Falls High School at a cost not to exceed \$14,500.00 through the Extended School Day Grant for the period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and HOGHOL for services as part of the 2024 Summer Sports and Enrichment Program at a sum not to exceed \$14,500.00 for the period July 1, 2024 through August 31, 2024, 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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

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 FOR SUMMER PROGRAMMING (THE SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED) (JULY 1, 2024 - AUGUST 31, 2024)

WHEREAS, The District proposes to hire a mental health services company to render professional services in the area of mental health counseling for students enrolled in summer programming; and

WHEREAS, A proposed Contract has been negotiated with Melinda A. Scime, Psychologist, PLLC, to provide the mental consulting services for the period of 7/1/24 - 8/31/24 at a fee not to exceed \$20,000 for a total of eight (8) weeks of service for 25 hours per week to be billed in two equal installments of \$10,000 on July 31, 2024 and August 31, 2024; 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 20th of June, 2024 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) for twenty-five (25) hours per week for a total of eight (8) weeks based on school referral and screening by the first party and the second party pursuant to goals and objectives of the School-Based Mental Health Services 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.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 eight (8) weeks of service for 25 hours per week rendered up to the invoice date, a sum not to exceed \$20,000, in two equal installments of \$10,000 on July 31, 2024 and on August 31, 2024, 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 July 1, 2024 through August 31, 2024, 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
FALLS

CITY SCHOOL DISTRICT OF THE

CITY OF NIAGARA

Melinda A. Scime, Ph.D.

Board President

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

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 SUMMER PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

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, For the past four summers, 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 Prep Grants; and

WHEREAS, Mr. Cox has extensive experience in mentoring and teaching youth and he 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 basketball camp as part of the 2024 Summer Sports and Enrichment Program at Niagara Falls High School; and

WHEREAS, District Administration has negotiated a new Contract with Because I Tried Enterprises, Inc., to provide such services four (4) days per week for five (5) weeks at a cost not to exceed \$17,000 for period effective 7-1-2024 and to terminate 8-31-2024; 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 Summer Program (7-1-2024 - 8-31-2024) at a sum not to exceed \$17,000 for the period July 1, 2024 through August 31, 2024, 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
BECAUSE I TRIED ENTERPRISES, INC

THIS AGREEMENT, made this 20th day of June 2024, 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 Prep 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 2024 Summer Sports and Enrichment Program, including:

- Basketball Camp and Student Mentoring
 - "No Workshop, No Jumpshot" program
 - Participation max of 40 students mentoring; 60 students basketball
 - July 16 – August 15, 2024; Monday – Thursday; 11:45 a.m. – 3:00 p.m. at Niagara Falls High School
 - Program graduation including party, certificates, and awards
- All of the functions will be performed by Because I Tried Enterprises, Inc. and shall be coordinated with the Summer 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 \$17,000 to be paid upon completion of four (4) days per week for five (5) weeks of summer programming and by August 31, 2024. 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, it's 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 July 1, 2024 to August 31, 2024, 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
President, Board of Education
Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilaro seconded by Mr. Paretto.

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 SUMMER PROGRAMMING (JULY 1, 2024 - AUGUST 31, 2024) (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, 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 Family and Community Engagement Grant and Student Mental Health Supports Grant; 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 during the summer programming in the Niagara Falls City School District at a cost not to exceed \$10,000 for period effective July 1, 2024 – August 31, 2024; 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 \$10,000, 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.

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 Family and Community Engagement Grant and Student Mental Health Supports Grant; 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 during the summer programming in the Niagara Falls City School District at a cost not to exceed \$10,000 for period effective July 1, 2024 – August 31, 2024; 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 \$10,000, 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.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND THE NIAGARA FALLS MEMORIAL MEDICAL CENTER FOR THE SUMMER PROGRAM (JULY 1, 2024 - AUGUST 31, 2024) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls seeks to provide First AID and CPR training to all summer program staff and athletic services to all students in the summer program; and

WHEREAS, For the past four summers, the District has contracted with the Niagara Falls Memorial Medical Center to provide staff training and athletic services to students through the Extended Day Grant; and

WHEREAS, The Niagara Falls Memorial Medical Center has a Sports Medicine Department and an athletic trainer to service summer program staff and students; and

WHEREAS, The District wishes to again enter into Contract with the Niagara Falls Memorial Medical Center to provide staff training and athletic services to students enrolled in the Prep and High School Summer Sports and Enrichment Summer Program; and

WHEREAS, District Administration has negotiated a new Contract with the Niagara Falls Memorial Medical Center to provide such services four (4) days per week for five (5) weeks at a cost not to exceed \$6,000 for a period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and the Niagara Falls Memorial Medical Center for Professional Services for the Summer Program (7-1-2024 - 8-31-2024) at a sum not to exceed \$6,000 for the period July 1, 2024 through August 31, 2024, 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 FALLS MEMORIAL MEDICAL CENTER**

THIS AGREEMENT, made this 20th day of June 2024, 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 Falls Memorial Medical Center, 621 Tenth Street, Niagara Falls, NY 14302.

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 Falls Memorial Medical Center as an independent contractor to render to the District professional services regarding implementation of the Prep and High School Summer Sports and Enrichment Program

through the Extended School Day Grant and the Niagara Falls Memorial Medical Center 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 Falls Memorial Medical Center shall provide and render to the District the usual and customary services of a contractor for professional services, regarding First AID and CPR staff training and athletic services to students for the Prep and High School Sports and Enrichment Summer Program at Niagara Falls High School, including:

- First AID and CPR training to summer program staff on July 15, 2024
- One (1) Athletic trainer to provide on-site injury management, First Aid, and hydration to students during the duration of the summer program (July 16 – August 15, 2024)

All of the functions will be performed by the Niagara Falls Memorial Medical Center and shall be coordinated with the Summer Program Director and/or District Administration. The Niagara Falls Memorial Medical Center possesses a thorough knowledge of athletic training services as they relate to the summer sports and enrichment program.

3. Relationship Between the Parties. The Niagara Falls Memorial Medical Center shall not be an employee of the District. The Niagara Falls Memorial Medical Center 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 Falls Memorial Medical Center 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 the Niagara Falls Memorial Medical Center for services hereunder a sum not to exceed \$6,000 to be paid after completion of four (4) days per week for five (5) weeks of summer programming and by August 31, 2024. Payment checks payable to the order of the Niagara Falls Memorial Medical Center shall be deemed full payment to and acquittance by the Niagara Falls Memorial Medical Center.

5. Indemnification. To the fullest extent permitted by law, the Niagara Falls Memorial Medical Center 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 Falls Memorial Medical Center shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Niagara Falls Memorial Medical Center 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 July 1, 2024 to August 31, 2024, 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 Falls Memorial Medical Center under this Agreement are unique and personal. Accordingly, Niagara Falls Memorial Medical Center 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 FALLS MEMORIAL MEDICAL CENTER
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Joseph Ruffolo
President and C.E.O.

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND NIAGARA SPORTS TOURNAMENTS FOR THE SUMMER PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

WHEREAS, The City School District of the City of Niagara Falls seeks to provide a facility for summer program students enrolled in ice hockey; and

WHEREAS, The Niagara Sports Tournament has an Ice Pavilion to provide use for students and the District has contracted with Niagara Sports Tournaments to provide this facility to students through the Extended Day Grant; and

WHEREAS, The Niagara Sports Tournaments has rental equipment for summer program students; and

WHEREAS, The District wishes to again enter into Contract with Niagara Sports Tournaments to provide the Hyde Park Ice Pavilion and rental equipment to students enrolled in the Prep and High School Summer Sports and Enrichment Summer Program; and

WHEREAS, District Administration has negotiated a new Contract with Niagara Sports Tournaments to provide such services four (4) days per week for five (5) weeks at a cost not to exceed \$6,500 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Niagara Sports Tournaments for Professional Services for the Summer Program (7-1-2024 - 8-31-2024) at a sum not to exceed \$6,500 for the period July 1, 2024 through August 31, 2024, 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 SPORTS TOURNAMENTS

THIS AGREEMENT, made this 20th day of June 2024, 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 Sports Tournaments, 2170 Florence Drive, Ransomville, NY 14131.

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 Sports Tournaments as an independent contractor to render to the District professional services regarding implementation of the Prep and High School Sports and Enrichment Summer Program through the Extended School Day Grant and Niagara Sports Tournaments hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Niagara Sports Tournaments shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the use of the Hyde Park Ice Pavilion and rental equipment to students for the Prep and High School Sports and Enrichment Summer Program at Niagara Falls High School, including:

- Use of the Hyde Park Ice Pavilion for the duration of the summer program (July 16 – August 15, 2024) during the afternoon (12:30 p.m. – 2:30 p.m.)
- Rental equipment to all students attending ice hockey at the facility

All of the functions will be performed by Niagara Sports Tournaments and shall be coordinated with the Summer Program Director and/or District Administration. Niagara Sports Tournaments possesses a thorough knowledge of ice hockey as they relate to the summer sports and enrichment program.

3. Relationship Between the Parties. Niagara Sports Tournaments shall not be an employee of the District. Niagara Sports Tournaments 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 Sports Tournaments 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 Sports Tournaments for services hereunder a sum not to exceed \$6,500 to be paid after completion of five (5) weeks of summer programming and by August 31, 2024. Payment checks payable to the order of Niagara Sports Tournaments shall be deemed full payment to and acquittance by Niagara Sports Tournaments.

5. Indemnification. To the fullest extent permitted by law, Niagara Sports Tournaments 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 Sports Tournaments shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Niagara Sports Tournaments 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 July 1, 2024 to August 31, 2024, 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 Sports Tournaments under this Agreement are unique and personal. Accordingly, Niagara Sports Tournaments 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 SPORTS TOURNAMENTS CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Michael Carella

Manager

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT WITH NIAGARA FALLS BOYS & GIRLS CLUB THROUGH THE EMPIRE GRANT TO PROVIDE SERVICES FOR THE SUMMER ELEMENTARY EXTENDED LEARNING PROGRAM (ELP) (JULY 1, 2024 - AUGUST 31, 2024)

WHEREAS, The District hired independent contractor Niagara Falls Boys & Girls Club in previous summers to provide supervision, instruction, and enrichment activities for the afternoon portion of the Elementary Summer Extended Learning Program; and

WHEREAS, These services are aligned with mandated objectives of the Empire State After-School Program Grant; and

WHEREAS, The Superintendent recommends retaining Niagara Falls Boys & Girls Club to provide these services for the Summer 2024 Extended Learning Program; and

WHEREAS, The Superintendent negotiated a Contract with the Niagara Falls Boys & Girls Club to provide said services for the period of July 1, 2024 through August 31, 2024 at a cost not to exceed \$45,000 payable in two (2) installments of \$22,500 on July 31, 2024 and August 31, 2024 after completion of the summer program; and

WHEREAS, Services will be performed on the dates and times as determined by the Superintendent or his designee; and

WHEREAS, Board action is requested at this time so that programming could immediately commence on July 1, 2024 or as soon thereafter as is appropriate; now therefore be it

RESOLVED, That the Contract with Niagara Falls Boys & Girls Club to provide services for the Elementary Summer Extended Learning Program at a cost not to exceed \$45,000 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 SERVICES WITH THE NIAGARA FALLS BOYS & GIRLS CLUB

THIS AGREEMENT, made this 20th day of June, 2024 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 as they relate to fulfilling Empire State After-School Program grant objectives which services shall include but not be limited to the following:

a. Daily enrichment and recreational programming aligned with Elementary Summer Extended Learning Program objectives.

b. Supervision and instruction for the ELP program at GJ Mann Elementary School; July 15th – August 2, 2024 (Monday through Friday) between the hours of Noon and 3:00pm, including extended time for dismissal of students, as needed.

c. Appropriate record keeping and tracking of student attendance while participating in the ELP program.

d. Ongoing communication and collaboration with Niagara Falls City School District administration and staff, including District ELP Director and Site Coordinators

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 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 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 \$45,000 payable in two (2) installments of \$22,500 on July 31, 2024 and August 31, 2024 after completion of the summer program. Invoices shall be submitted by the Second Party. 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 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 Contract excepting, however, the negligent acts or omissions of the first party its agents servants and/or employees.

8. Term of Contract: This Contract shall be effective from July 1, 2024 through August 31, 2024, 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 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.

NIAGARA FALLS BOYS & GIRLS CLUB CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA
FALLS, NEW YORK

Rebecca Vincheski
Executive Director

Russell Petrozzi
Board President

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

**APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL
DISTRICT OF THE CITY OF NIAGARA FALLS AND GAME ON ENTERTAINMENT FOR SUMMER
PROGRAMMING (JULY 1, 2024 - AUGUST 31, 2024)**

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 previously in the after-school program at LaSalle Preparatory and Gaskill Preparatory Schools; and

WHEREAS, The District wishes to enter into Contract with Game on Entertainment to provide youth mentoring to students and introduce them to E-Sports for Summer 2024; and

WHEREAS, District Administration has negotiated a new Contract with Game on Entertainment to provide such services two (2) hours per day for fifteen (15) total days at a cost not to exceed \$3,000 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Game on Entertainment for Summer 2024 at a sum not to exceed \$3,000 for the period July 1, 2024 through August 31, 2024, 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 June 2024, 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, 637 60th Street, Niagara Falls, NY 14304.

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 to improve confidence and social emotional well-being through computer programming
- Teaching of electronic gaming and the use of coding to students
- Two (2) hours per day for fifteen (15) total days during the Summer Extended Learning Program (ELP) at GJ Mann Elementary 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 service of two (2) hours per day for fifteen (15) total days at GJ Mann Elementary hereunder a sum not to exceed \$3,000 paid in full upon completion of all work and by August 31, 2024. 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 July 1, 2024 to August 31, 2024, 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
Owner
Russell Petrozzi
President, Board of Education
Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MASTER KHECHEN MARTIAL ARTS ACADEMY FOR THE ELEMENTARY SUMMER EXTENDED LEARNING PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

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, For previous school years, the District has contracted with Master Khechen Martial Arts Academy to provide youth mentoring services under the scope of the 21st Century, Family and Community Engagement, and Mental Health Professional Demonstration grants; and

WHEREAS, Master Khechen Martial Arts Academy has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Master Khechen Martial Arts Academy to provide mentoring, social, and emotional support services for students participating in the Elementary Extended Learning Program (ELP) for Summer 2024; and

WHEREAS, District Administration has negotiated a new Contract with Master Khechen Martial Arts Academy to provide such services eight (8) hours per week for three (3) weeks at a cost not to exceed \$2,000 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Master Khechen Martial Arts Academy for Student Support Services for the Summer Program at a sum not to exceed \$2,000 for the period July 1, 2024 through August 31, 2024, 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
MASTER KHECHEN MARTIAL ARTS ACADEMY

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Master Khechen Martial Arts Academy, 740 E. Market Street, 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 Master Khechen Martial Arts Academy as an independent contractor to render to the District professional services regarding implementation of the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grant objectives and Master Khechen Martial Arts Academy hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Master Khechen Martial Arts Academy shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grants for the Elementary Extended Learning Program (ELP) in Summer 2024, including:

- Student Mentoring to improve confidence and social emotional well-being
- Teaching of Tae Kwon-Do, Karate, and Self-Defense techniques
- Martial Arts classes for students during the period July 15 - August 2, 2024 at GJ Mann Elementary School; Eight (8) hours per week for three (3) weeks;

All of the functions will be performed by Master Khechen Martial Arts Academy and shall be coordinated with the Summer Program Director and/or District Administration. Master Khechen Martial Arts Academy possesses a thorough knowledge of social support services as they relate to the implementation of 21st Century, Family and Community Engagement, and Student Mental Health Supports Grant objectives.

3. Relationship Between the Parties. Master Khechen Martial Arts Academy shall not be an employee of the District. Master Khechen Martial Arts Academy 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. Master Khechen Martial Arts Academy 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 Master Khechen Martial Arts Academy for services hereunder a sum not to exceed \$2,000 to be paid after completion of eight (8) hours per week for three (3) weeks in the summer program and by August 31, 2024. Payment checks payable to the order of Master Khechen Martial Arts Academy shall be deemed full payment to and acquittance by Master Khechen Martial Arts Academy.

5. Indemnification. To the fullest extent permitted by law, Master Khechen Martial Arts Academy 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. Master Khechen Martial Arts Academy shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Master Khechen Martial Arts Academy 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 July 1, 2024 to August 31, 2024, 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 Master Khechen Martial Arts Academy under this Agreement are unique and personal. Accordingly, Master Khechen Martial Arts Academy 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.

MASTER KHECHEN MARTIAL ARTS ACADEMY
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Ghandi Jourdi
Director
Russell Petrozzi
President, Board of Education
Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND EXPLORE AND MORE, THE RALPH C. WILSON JR. CHILDREN' S MUSEUM FOR THE SUMMER ELEMENTARY EXTENDED LEARNING PROGRAM (JULY 1, 2024 - AUGUST 31, 2024)

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, For previous school years, the District has sought to build literacy and social emotional skills of students through hands-on lessons under the scope of the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grants; and

WHEREAS, Explore & More, The Ralph C. Wilson Jr. Children's Museum has extensive experience teaching youth on friendship, community, and daily living skills through literacy; and

WHEREAS, The District wishes to enter into Contract with Explore & More, The Ralph C. Wilson Jr. Children's Museum to provide social and emotional support services for students participating in the Elementary Extended Learning Program (ELP) for Summer 2024; and

WHEREAS, District Administration has negotiated a Contract with Explore & More, The Ralph C. Wilson Jr. Children's Museum to provide such services for two (2) sessions of forty-five (45) minutes per session at a cost not to exceed \$600 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Explore & More, The Ralph C. Wilson Jr. Children's Museum for the Summer Program (7-1-2024 - 8-31-2024) at a sum not to exceed \$600 for the period July 1, 2024 through August 31, 2024, 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
EXPLORE & MORE, THE RALPH C. WILSON JR. CHILDREN'S MUSEUM

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Explore & More, The Ralph C. Wilson Jr. Children's Museum, 130 Main Street, Buffalo, NY 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 Explore & More, The Ralph C. Wilson Jr. Children's Museum as an independent contractor to render to the District professional services regarding implementation of the 21st Century, Family and Community Engagement, and Student Mental Health Supports 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: Explore & More, The Ralph C. Wilson Jr. Children's Museum shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grants for the Elementary Extended Learning Program (ELP) in Summer 2024, including:

- Hands-on literacy lessons centered on famous literature
- Teaching of life skills such as to improve confidence and social emotional well-being
- July 15 – August 2, 2024; Monday – Friday; two (2) sessions for forty-five (45) minutes per session at GJ Mann Elementary School;

All of the functions will be performed by Explore & More, The Ralph C. Wilson Jr. Children's Museum and shall be coordinated with the Summer Program Director and/or District Administration. Explore & More, The Ralph C. Wilson Jr. Children's Museum possesses a thorough knowledge of social support

services as they relate to the implementation of 21st Century, Family and Community Engagement, and Student Mental Health Supports Grant objectives.

3. Relationship Between the Parties. Explore & More, The Ralph C. Wilson Jr. Children's Museum shall not be an employee of the District. Explore & More, The Ralph C. Wilson Jr. Children's Museum 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. Explore & More, The Ralph C. Wilson Jr. Children's Museum 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 Explore & More, The Ralph C. Wilson Jr. Children's Museum for services hereunder a sum not to exceed \$600 to be paid upon completion of two (2) sessions of (45) forty-five minutes during summer programming and by August 31, 2024. Payment checks payable to the order of Explore & More, The Ralph C. Wilson Jr. Children's Museum shall be deemed full payment to and acquittance by Explore & More, The Ralph C. Wilson Jr. Children's Museum.

5. Indemnification. To the fullest extent permitted by law, Explore & More, The Ralph C. Wilson Jr. Children's Museum 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. Explore & More, The Ralph C. Wilson Jr. Children's Museum shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Explore & More, The Ralph C. Wilson Jr. Children's Museum 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 July 1, 2024 to August 31, 2024, 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 Explore & More, The Ralph C. Wilson Jr. Children's Museum under this Agreement are unique and personal. Accordingly, Explore & More, The Ralph C. Wilson Jr. Children's Museum 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.

EXPLORE & MORE, THE RALPH C. WILSON JR. CHILDREN'S MUSEUM
CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Val Drapeau

Education Coordinator

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MAKEEDA BROOKS FOR THE SUMMER ELEMENTARY EXTENDED LEARNING PROGRAM (JULY 1, 2024 - AUGUST 31, 2024) (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, For previous school years, the District has contracted with Makeeda Brooks to provide youth mentoring services under the scope of the 21st Century, Family and Community Engagement, and Mental Health Professional Demonstration grants; and

WHEREAS, Makeeda Brooks has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Makeeda Brooks to provide mentoring, social, and emotional support services for students participating in the Elementary Extended Learning Program (ELP) for Summer 2024; and

WHEREAS, District Administration has negotiated a new Contract with Makeeda Brooks to provide six (6) group sessions at a cost not to exceed \$3,200 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Makeeda Brooks for Youth Mentoring Services for the Summer Program at a sum not to exceed \$3,200 for the period July 1, 2024 through August 31, 2024, 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
MAKEEDA BROOKS

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Makeeda Brooks, 2992 Grand Island Boulevard Apt. #6, 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 Independent Contractor. The District hereby engages Makeeda Brooks as an independent contractor to render to the District professional services regarding implementation of the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grant objectives and Makeeda Brooks hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Makeeda Brooks shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the 21st Century, Family and Community Engagement, and Student Mental Health Supports Grants for the Elementary Extended Learning Program (ELP) in Summer 2024, including:

- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Presenting the "Just BE Program" to female students during the July 15, 2024 – August 2, 2024 summer program at GJ Mann Elementary School

All of the functions will be performed by Makeeda Brooks and shall be coordinated with the Summer Program Director and/or District Administration. Makeeda Brooks possesses a thorough knowledge of social support services as they relate to the implementation of 21st Century, Family and Community Engagement, and Student Mental Health Supports Grant objectives.

3. Relationship Between the Parties. Makeeda Brooks shall not be an employee of the District. Makeeda Brooks 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. Makeeda Brooks 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 Makeeda Brooks for services hereunder a sum not to exceed \$3,200 to be paid in full upon completion of six (6) group sessions and by August 31, 2024. Payment checks payable to the order of Makeeda Brooks shall be deemed full payment to and acquittance by Makeeda Brooks.

5. Indemnification. To the fullest extent permitted by law, Makeeda Brooks 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. Makeeda Brooks shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Makeeda Brooks 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 July 1, 2024 to August 31, 2024, 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 Makeeda Brooks under this Agreement are unique and personal. Accordingly, Makeeda Brooks 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.

MAKEEDA BROOKS
CITY OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Makeeda Brooks
Program Founder
Russell Petrozzi
President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND MARSHA MCWILSON FOR THE SUMMER ELEMENTARY EXTENDED LEARNING PROGRAM (JULY 1, 2024 - AUGUST 31, 2024) (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, For previous school years, the District has contracted with Marsha McWilson to provide youth mentoring services under the scope of the Family and Community Engagement and Mental Health Professional Demonstration grants; and

WHEREAS, Marsha McWilson has extensive experience in mentoring and teaching youth the importance of focus, discipline, and respect; and the organization is able to reach many students who face difficult life challenges; and

WHEREAS, The District wishes to again enter into Contract with Marsha McWilson to provide mentoring, social, and emotional support services for students participating in the Elementary Extended Learning Program (ELP) for Summer 2024; and

WHEREAS, District Administration has negotiated a new Contract with Marsha McWilson to provide such services for two (2) hours per day for fifteen (15) days at a cost not to exceed \$3,000 for period effective 7-1-2024 and to terminate 8-31-2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Marsha McWilson for Youth Mentoring Services for the Summer Program at a sum not to exceed \$3,000 for the period July 1, 2024 through August 31, 2024, 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
MARSHA MCWILSON

THIS AGREEMENT, made this 20th day of June 2024, 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 Family and Community Engagement and Mental Health Professional Demonstration Grant objectives and Marsha McWilson 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 Family and Community Engagement and Mental Health Professional Demonstration Grants for the Elementary Extended Learning Program (ELP) in Summer 2024, including:

- Student mentoring to improve confidence and social emotional well-being
- Teaching of life lessons such as building self-esteem
- Presenting "Marsha's Life Lessons" to students for July 15, 2024 – August 2, 2024;

Monday – Friday; Two (2) hours per day for fifteen (15) days at

GJ Mann Elementary School

All of the functions will be performed by Marsha McWilson and shall be coordinated with the Summer Program Director and/or District Administration. Marsha McWilson possesses a thorough knowledge of social support services as they relate to the implementation of the Family and Community Engagement and Mental Health Professional Demonstration grant objectives.

3. Relationship Between the Parties. Marsha McWilson shall not be an employee of the District. Marsha McWilson 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. Marsha McWilson 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 \$3,000 to be paid in full upon completion of the program for two (2) hours per day for fifteen (15) days and by August 31, 2024. Payment checks payable to the order of Marsha McWilson shall be deemed full payment to and acquittance by Marsha McWilson.

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. Marsha McWilson 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 July 1, 2024 to August 31, 2024, 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, Marsha McWilson 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.

MARSHA MCWILSON

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Marsha McWilson

Owner

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND HORIZON HEALTH SERVICES, INC. (JULY 1, 2024 - JUNE 30, 2025) (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, Horizon Health Services, Inc. and the City School District of the City of Niagara Falls have agreed to establish clinical mental health services through a professional behavioral health services office at Gaskill Preparatory School; and

WHEREAS, Horizon Health Services, Inc. has extensive experience in providing screening, assessment, and treatment services to students suffering from mental health and/or substance use disorders; and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into Contract with Horizon Health Services, Inc. to provide a mental health clinician for six (6) hours per week for a total of fifty (50) weeks at Gaskill Preparatory School; and

WHEREAS, District Administration has negotiated a new Contract with Horizon Health Services, Inc. for a cost not to exceed \$90,000 for the period effective 7-1-2024 and to terminate 6-30-2025; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Horizon Health Services, Inc. to provide mental health support and interventions to students and families in the school district at a sum not to exceed \$90,000 for the period July 1, 2024 through June 30, 2025, 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
HORIZON HEALTH SERVICES, INC.**

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Horizon Health Services, Inc., 55 Dodge Road, Getzville, New York 14068.

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 Horizon Health Services, Inc. as an independent contractor to render to the District professional services regarding implementation of the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant. Horizon Health Services, Inc. hereby accepts such engagement, upon and subject to the terms and conditions hereinafter set forth.

2. Professional services and duties of Independent Contractor: Horizon Health Services, Inc. shall provide and render to the District the usual and customary services of a contractor for professional services, regarding the Student Mental Health Supports Grant and the School-Based Mental Health Services Grant for the school year (July 1, 2024 to June 30, 2025), including to:

- Provide screening, assessment and treatment services to students suffering from mental health and or/substance use disorders
- Secure appropriate authorization forms and insurance billing information from each student/patient
- Provide a mental health clinician for six (6) hours per week at Gaskill Preparatory School for a total of fifty (50) weeks
- Collaborate with the school team at Gaskill Preparatory School to identify students in need of mental health services and promote the exchange of information related to the implementation of clinic treatment services on-site
- Attend meetings as needed with District Administration and school staff at Gaskill Preparatory School

All of the functions will be performed by Horizon Health Services, Inc. and shall be coordinated with the Program Director and/or District Administration. Horizon Health Services, Inc. possesses a thorough knowledge of mental health interventions as they relate to the implementation of the Student Mental Health Supports Grant and the School Based Mental Health Services Grant Objectives.

Confidentiality

1. Horizon acknowledges and agrees that, in the course of providing services to the GPS, they may obtain confidential information and records about the GPS, including, but not limited to information about students, employees, GPS practices and procedures and financial information. Horizon agrees that it shall comply with all applicable laws, including, but not limited to, the Family Education Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). Horizon further agrees to maintain the confidentiality of all such information, and not to disclose any such information, at any time, to any individual or party not bound by this Agreement.

2. GPS students who become patients of Horizon will become protected under state and federal privacy laws. Disclosure of any protected health information by Horizon to GPS or anyone other than the patient may be done only after the patient signs appropriate written authorization allowing the disclosure.

3. Relationship Between the Parties. Horizon Health Services, Inc. shall not be an employee of the District. Horizon Health Services, 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. Horizon Health Services, 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 Horizon Health Services, Inc. for services hereunder a sum not to exceed \$90,000 for six (6) hours per week of services at a rate of \$300 per hour for a total of fifty (50) weeks. The District shall pay \$90,000 in two installments of \$45,000 on December 31, 2024, and June 30, 2025. Payment checks payable to

the order of Horizon Health Services, Inc. shall be deemed full payment to and acquittance by Horizon Health Services, Inc.

5. Indemnification. To the fullest extent permitted by law, Horizon Health Services, 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. Horizon Health Services, Inc. shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Horizon Health Services, 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 July 1, 2024 to June 30, 2025, 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 Horizon Health Services, Inc. under this Agreement are unique and personal. Accordingly, Horizon Health Services, 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.

HORIZON HEALTH SERVICES, INC. CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS

Brandy Vandermark-Murray

President

Russell Petrozzi

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

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 FOR SUMMER PROGRAMMING (THE SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED) (JULY 1, 2024 - AUGUST 31, 2024)

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 Niagara Falls High School Black Excellence Mentoring Program under the scope of the School-Based Mental Health Services Grant, Jason Scott served as a mentor, panel discussion presenter, and male facilitator; and

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 Niagara Falls High School Black Excellence Mentoring Program; and

WHEREAS, District Administration has negotiated a Contract with Jason Scott to provide such services at a cost not to exceed \$2,000 (40 hours at \$50.00 per hour) for July 1, 2024 – August 31, 2024; therefore be it

RESOLVED, That the Contract between the City School District of the City of Niagara Falls and Jason Scott for the Niagara Falls High School Black Excellence Mentoring Program Co-Facilitator Services (7-1-24 – 8-31-24) at a sum not to exceed 40 hours for \$2,000 for the period effective July 1, 2024 through August 31, 2024, attached hereto, be 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 PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR JASON SCOTT

THIS AGREEMENT, made this 20th day of June 2024, by and between the CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, 630-66th Street, Niagara Falls, New York 14304, (hereinafter "District") and Jason Scott, 424-12th 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 School-Based Mental Health Services 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 Niagara Falls High School Black Excellence Mentoring Program during summer 2024, including:

- Identifying positive, relevant African American males to serve as mentors
- Scheduling activities that will facilitate meaningful interaction between mentors and mentees
- Collaborating with NFHS PS2 Coordinators to direct mentees towards Work Based Learning opportunities and career options
- Arranging field trips to relevant local business, historical, and cultural organizations
- July 1, 2024 – August 31, 2024; at a cost not to exceed \$2,000.00 (40 hours at \$50.00 per hour) at Niagara Falls High School.

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in according with the terms, and conditions specified in the contract. Such evaluation will be aligned to

the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 to be paid in two installments of \$1,000 on July 31, 2024 and August 31, 2024. 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 July 1, 2024 to August 31, 2024, 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
Jason Scott

CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS
Russell Petrozzi

Co-Facilitator

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

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 (THE SERVICES DESCRIBED HEREIN WILL BE FEDERALLY FUNDED) (JULY 1, 2024 - JUNE 30, 2025)

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 staff trainings at all District schools through the School-Based Mental Health Services Grant; and

WHEREAS, The District proposes to partner with the Research Foundation of the State University of New York (SUNY) at Buffalo to prepare school staff 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, trainings, and classroom-based coaching to staff members for a not to exceed agreed upon fee of \$60,000 payable in two (2) equal installments of \$30,000, effective for a term commencing July 1, 2024 and ending June 30, 2025; 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, trainings, and classroom-based coaching for a not to exceed agreed upon fee of \$60,000; 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 June 2024, 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 for the 2024-2025 School Year, 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) Development and support of District trauma-informed leadership for sustainability of the trauma-informed work
- b) Consultation and coaching with school staff members on trauma and trauma-informed care
- c) Trainings on trauma and trauma-informed care to District and School-based trainers
- d) Facilitation of student champion teams at LaSalle and Gaskill Preparatory Schools, and at Niagara Falls High School
- e) Site visits to all eleven schools and coaching during the 2024-2025 school year

All of these functions shall be performed under the direction of the Superintendent of Schools, who shall also maintain oversight of the Second Party's performance to ensure that it is performing in accordance with the terms, and conditions specified in the contract. Such evaluation will be aligned to the terms of the agreement, and may include, but are not limited to, on-site visits and observations, participant surveys and/or interviews, and document collection and review.

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 \$60,000, in two (2) equal installments of \$30,000 payable to the order of the Foundation on December 31, 2024 and June 30, 2025. 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 July 1, 2024 to June 30, 2025, 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: 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

Bradley Bermudez, Asst. Director for Contracts

President, Board of Education

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilaro seconded by Mr. Paretto.

APPROVAL OF AGREEMENT PROVIDING SPEECH THERAPY SERVICES TO PRE-SCHOOL AGED CHILDREN WITH HANDICAPPING CONDITIONS IN NIAGARA COUNTY PURSUANT TO SECTION 4410 OF THE NEW YORK STATE EDUCATION LAW BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK AND NIAGARA COUNTY ACTING BY AND THROUGH THE NIAGARA COUNTY HEALTH DEPARTMENT

WHEREAS, It is recommended that the City School District of the City of Niagara Falls enter into an agreement with Niagara County by and through the Niagara County Health Department, to provide speech services for pre-school aged children with handicapping conditions in Niagara County pursuant to section 4410 of the New York State Education Law between the City School District of the City of Niagara Falls and Niagara County acting by and through the Niagara County Health Department; including the proposed amendment to agreement, effective May 28, 2019 between Niagara County Health Department and Niagara Falls City School District for the rendition of preschool related education services, a change in related service reimbursement rate will include \$60.00 per one half-hour individual session, \$50.00 per one half-hour group session per child. The term of the Agreement shall be two (2) years from July 1, 2024 to June 30, 2026. Now therefore be it

RESOLVED, That the Board of Education hereby approves an Agreement providing speech services to pre-school aged children with handicapping conditions in Niagara County pursuant to section 4410 of the New York State Education Law between the City School District of the City of Niagara Falls and Niagara County acting by and through the Niagara County Health Department, at an amended reimbursement rate; and

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

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

NIAGARA COUNTY DEPARTMENT OF HEALTH
Addendum to Agreement

By this Amendment to Agreement effective May 28, 2019 between Niagara County Health Department and Niagara Falls City School District for the rendition of preschool related education services, the following amendments to the Agreement shall be in place effective July 1, 2024:

Schedule A shall be amended as follows:

Related Services shall be reimbursed at \$60.00 per one half-hour individual session, \$50.00 per one half-hour group session per child.

The term of the Agreement shall be two (2) years from July 1, 2024 to June 30, 2026.

All other terms and conditions of the May 28, 2019 contract shall remain the same and in full force and effect.

NIAGARA COUNTY DEPARTMENT OF HEALTH

CONTRACTOR

BY

BY

Daniel J. Stapleton, M.B.A.

TITLE

Public Health Director

DATE

DATE

Approved as to form:

Assistant County Attorney

NIAGARA COUNTY

BY

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Vilardo seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND BESTSELF BEHAVIORAL HEALTH, INC. (JULY 1, 2024 - JUNE 30, 2025) (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 Student Mental Health Supports 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 \$90,000 for period effective 7-1-2024 and to terminate 6-30-2025; 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 \$90,000 for the period July 1, 2024 through June 30, 2025, 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
BESTSELF BEHAVIORAL HEALTH, INC.

THIS AGREEMENT, made this 20th day of June 2024, 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 Student Mental Health Supports 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 Student Mental Health Supports Grant for the school year (July 1, 2024 to June 30, 2025), including:

- BestSelf's school-based program director and mental health counselors will provide individual and group counseling to referred students
- BestSelf's school-based program director will work with District Project Director to assess needs of students and create and implement a plan to increase access to mental health supports, with an emphasis on Tier II and Tier III interventions
- BestSelf's school-based program director will provide clinical supervision for BestSelf counselors working in the District
- 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 at the Family Support Center and satellite locations
- Provide crisis intervention to students in need and link families to outside resources
- Attend identified meetings with District team to identify challenges, expand mental health partnerships and increase availability of Tier III mental health services

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 Student Mental Health Supports 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 \$90,000. The District shall pay \$90,000 in two (2) installments of \$45,000 on December 31, 2024 and June 30, 2025. 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 July 1, 2024 to June 30, 2025, 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 OF NIAGARA FALLS

CITY SCHOOL DISTRICT OF THE

Elizabeth Woike-Ganga,
President & Chief Executive Officer
Russell Petrozzi
President, Board of Education
Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 3A TO GREATER NIAGARA MECHANICAL FOR HVAC/MECHANICAL CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated January 25, 2024, with Greater Niagara Mechanical for HVAC/Mechanical contracting work on the A Breath of Fresh Air Capital Improvement Project, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Greater Niagara Mechanical has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$62,360.00; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The amount of payment the District will issue shall be \$62,360.00; and

WHEREAS, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$62,360.00 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #03A; and further

RESOLVED, This appropriation will be expended from the Capital Fund and will be submitted as a claim for State Aid reimbursement according to the State formula for school buildings.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 2 TO JOHNSON CONTROLS INC. FOR TEMPERATURE CONTROLS IMPROVEMENTS IN HVAC EQUIPMENT FOR COMMUNITY EDUCATION CENTER BOILER REPLACEMENT (SG 3)

WHEREAS, The Board of Education executed a Contract dated January 26, 2024, with Johnson Controls Inc. for Temperature Controls Improvements in HVAC Equipment work for the replacement of the boiler system at the Community Education Center, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$491,052.29; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The amount of payment the District will issue shall be \$491,052.29; and

WHEREAS, This appropriation will be expended from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$491,052.29 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, That the appropriation be expended from the General Fund.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 2 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated January 26, 2024, with Johnson Controls Inc. for Temperature Controls Improvements in HVAC Equipment work for the replacement of the boiler system at the Community Education Center, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$491,052.29; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The amount of payment the District will issue shall be \$491,052.29; and

WHEREAS, This appropriation will be expended from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$491,052.29 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, That the appropriation be expended from the General Fund.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Paretto.

APPROVAL OF PAYMENT NO. 2 TO JOHNSON CONTROLS INC. FOR IMPROVEMENTS IN HVAC EQUIPMENT MATERIALS FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP) (SG 3)

WHEREAS, The Board of Education executed a Contract dated January 26, 2024, with Johnson Controls Inc. for Temperature Controls Improvements in HVAC Equipment work for the replacement of the boiler system at the Community Education Center, which provides for payment to it for services rendered and materials furnished, upon the filing and approval of AIA Document G732, "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, Johnson Controls Inc. has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$491,052.29; and

WHEREAS, The Application has been reviewed, approved and recommended for by the Architect, Clark Patterson Lee, construction managers Buffalo Construction Consultants, and Rebecca Holody, Administrator for School Business Services; and

WHEREAS, The amount of payment the District will issue shall be \$491,052.29; and

WHEREAS, This appropriation will be expended from the General Fund; now therefore be it

RESOLVED, That the Board of Education approves the payment of \$491,052.29 to Johnson Controls Inc. 6850 Main St Williamsville, NY 14221 in accordance with the Application and Certificate for Payment #02; and further

RESOLVED, That the appropriation be expended from the General Fund.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bass seconded by Mr. Cancemi.

APPROVAL OF PROPERTY DAMAGE CLAIM - LORI SPANBAUER (SG 3)

WHEREAS, A claim for reimbursement for damage to personal property incurred while on duty has been submitted by a member of the Certificated staff; and

WHEREAS, All required documentation has been submitted to the Business Office and has been reviewed and found acceptable to establish that the claim is valid; therefore be it

RESOLVED, That the Board of Education approves the claim and authorizes payment of \$500.00 to Lori Spanbauer, 145 S. 7th Street, Lewiston, NY 14092, for damage to personal property incurred while on duty.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Bass seconded by Mr. Cancemi.

APPROVAL OF PROPERTY DAMAGE CLAIM - MARRE CAMPBELL (SG 3)

WHEREAS, A claim for reimbursement for damage to personal property incurred while on duty has been submitted by a member of the Certificated staff; and

WHEREAS, All required documentation has been submitted to the Business Office and has been reviewed and found acceptable to establish that the claim is valid; therefore be it

RESOLVED, That the Board of Education approves the claim and authorizes payment of \$500.00 to Marre Campbell, 914 Morley Avenue, Niagara Falls, NY 14305, for damage to personal property incurred while on duty.

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

CONFIDENTIAL 1

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No:E175339/2021, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District.

Dated: June 20, 2024

Final Resolution: Motion Carries

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

The following resolution was approved on a motion by Mr. Cancemi seconded by Mr. Vilardo.

CONFIDENTIAL 2

RESOLVED, that the Board of Education of the City School District of the City of Niagara Falls, (District) does hereby approve the Confidential Settlement of action against the District, No:E175339/2021, discussed during previous Executive Session, and does hereby authorize the Superintendent of Schools to execute the Settlement on behalf of the District.

Dated: June 20, 2024

Final Resolution: Motion Carries

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

Review of the Proposed Policy(ies) None.

INFORMATION AND REPORTS

PUBLIC COMMENT ON NON-AGENDA-RELATED ITEMS

Lawrence Blaber - 625 38th Street – Representing his family -He addressed comments made previously. As parents of color, taxpayers, and parents his children have a right to Free Appropriate Public Education. He felt disrespected by what he felt were inappropriate comments made on record about children like his. He wants a different literacy program to be purchased by the District for all students.

Michael Barksdale - Independence Ave – Representing Niagara Community Information Group (NCIG)– Mr. Barksdale distributed information and recapitulated his previous comments about the Right to Read program. His group has met with Mr. Laurie, Mr. Carella, and others. These staff members were invited to attend a Literacy Walk in Delaware and Mr. Barksdale wishes the District had sent a representative. He said that Dr. Schultz had offered to share information from the event. NCIG has been attending various events. Iroquois Schools have adopted Right to Read. The group wants to see what the District is doing to comply with its mission statement. Mr. Barksdale reminded the Board that they have been at Board meetings since January. The NCIG wants to help. Mr. Barksdale feels he was not respected.

Mr. Petrozzi questioned how the group wants to help. Mr. Barksdale replied that the group wants to do an assessment to see where opportunities for improvement exist.

Mr. Petrozzi - is there a cost?

Mr. Barksdale – there has not been a cost so far but there could be.

Mr. Bilson – in what way do you feel disrespected?

Mr. Barksdale – advises the Board to review the tape of the meeting. Mr. Blaber stepped in to say Mrs. Dunn had remarked at that meeting, “I refuse to say we are a bad school District.”

Dr. Tina Schultz - Candlewood Dr. Lockport- NCIG, President CEO, whose vision is to build a strong community where all voices are heard. Dr. Schultz spoke on the State dropping Regents exams and feels this will not address literacy. She felt some Board members suggested it is the parents' job to teach children to read. She disagrees. Teachers can't be blamed when they have not been trained to teach literacy properly. She feels it is not the desire of the District to work with her group. District leaders have not accepted any offers to join them and work together.

SUPERINTENDENT'S REPORT

Mr. Laurie:

Tuesday, July 2nd at 5p.m. and 5:30p.m. is the Board of Education reorganization meeting and first regular board meeting of the year. Headshots will be available.

Joe Turner Come and Gone will have two more performances, Friday at 7 p.m. and Saturday at 2 p.m.

Friday, June 21, 2024 is the NFHS Prom at the Niagara Falls Conference Center and the Post Prom Party at NFHS until 2a.m. Saturday morning. He wishes the NFHS seniors and administrators a safe prom and post prom. Thanks to Mr. Slaimann and Ms. Dubois for putting it together.

The 135th NFHS Graduation is at Art Calendrelli Stadium Thursday, June 27th at 6p.m. Rain date is Friday, June 28th at 6p.m. followed by Saturday, June 29th at 10a.m.

Congratulations to NFHS - 85 business partners at a recently held partnership breakfast were thoroughly impressed by what entrepreneurial students have learned.

Seven groups of students each created a film all of which were played at Capital Theater.

Thanked everyone who adjusted due to the heat this week, Mr. Smeal and Mr. Granieri and his team especially.

Congratulations to all District retirees, who take a wealth of knowledge with them. Also, congratulations to Dr. Murabitio (SUNY Niagara), Dr. Godshall (BOCES), and Mr. Woytila (NT district), who are retiring from their respective positions also.

BOARD MEMBERS REPORT AND COMMENTS

Mr. Vilardo: Offered his best to graduates

Mr. Bilson: Congratulations to all for another successful year. Best to all NFHS graduates, whom he wishes a safe prom.

Mr. Cancemi: Congratulations to Dr. Murabito on his retirement; SUNY Niagara is the highest-ranking of all area two-year colleges. It is the number one place our graduates attend. Thanks to the students who presented this evening. They demonstrate what a great job the District is doing. Not every student is going to be an academic, but the District offers every student a path to success.

Mr. Bass: Congratulations to students and graduates.

Mr. Capizzi: Congratulations to graduates.

Mrs. Dunn: Expressed that she does not appreciate being attacked in a public meeting; she never disparaged anyone at any meeting as seemed to be suggested by Mr. Blabor. She chooses not to publicly respond to him, but he is free to speak to her privately.

Mr. Paretto: Thanked award recipients; he is very proud of the PTECH program. Congratulations to the NFHS graduates. The graduation rate continues to increase.

Mr. Petrozzi: Thanked the Board for its support over the past year and to staff for all their hard work.

The Board entered Executive Session at 8:29 p.m. for the purpose of discussing personnel matters appointment of a two people potential demotion or dismissal of a person or persons on a motion by Mr. Bilson seconded by Mr. Vilardo. The Board exited Executive Session at 9:53 p.m. on a motion by Mr. Vilardo seconded by Mr. Paretto. All in favor.

ADVANCED PLANNING

Future Agenda Items

Future Meeting Dates

ADJOURNMENT

Meeting Adjourned in memory of:

Guy Bellavia, father of Carrie Roeser, LaSalle Prep School.

Ron Beningo, Sr, father of NFHS Safety Officer Ron Beningo, Jr.

Betty Jackson, aunt of Margaret Mozell.

John Jordan, brother of Victoria Grant (retired NFHS), Margret Campana (Nurse at GJ Mann), Uncle to Nicole Grant (NFHS) Paul Grant (Grounds) and Marissa Chapman (Kalfas).

Eula Pearl, aunt of Bertha Travis.

Rosalyn Carol Miller, retired teacher at Gaskill.

Josephine "JoJo" Vicino, sister of retired teacher Angela Mecca, sister-in-law of retired maintenance employee Vito Mecca.

Dianne Havens, Mother of Special Education Teacher Claudia Wade