

DATE: October 10, 2024

KIND OF MEETING: BRS

PLACE: Board of Education Board Room

AGENDA 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 (left at 6 p.m.), Mr. Cancemi, Mrs. Dunn, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. McLeod, Mr. Capizzi (excused)

OTHER: Mr. Paretto (attending NYSSBA virtual meeting)

Other staff in attendance: Ms. Massaro, Mrs. Holody, Mr. Schwertfager, Mr. Wojton, Mr. Smeal, Mr. Carella, Mrs. Buchman, Mr. Granieri, Mrs. Glaser. Attorneys Mr. Massaro and Mr. Roscetti.

Science of Reading: Guests – Niagara Community Information Group (NCIG): Dr. T Schultz; Tarja Parssinen; Michael V. Barksdale, Jacqueline Castillo Blaber, Lawrence Blaber, Jr.

NCIG seeks to assist families through health, inclusion, and education initiatives.

The group presented what it feels is a reflection of the state of literacy education in the community. It reviewed Governor Hochul’s ‘Back To Basics’ Reading Plan, which includes a requirement to screen for dyslexia and dysgraphia. All school districts will be required to annually review their curriculum and instructional practices for alignment and verify by September 2025.

NCIG presented NAACP’s literacy resolutions, which enshrine literacy as a human right. The group formed a WNY educational alliance, a It has participated in non-profit committed to improving educational outcomes for students in WNY. It is a proponent of the Science of Reading. It seeks to form a Foundational Literacy Committee, in collaborative effort with the District.

WNY Educational Alliance, founder Tarja Parssinen. The Alliance is a non-profit committed to improving educational outcomes for students in WNY Hunt Institute’s “The Path Forward for Teacher Preparation & Licensure in Early Education” was shared.

NYS selected to participate in third cohort

The Literacy Academy Collective & NYSED are convening the cohort team in partnership with SUNY, CUNY, NYC Public Schools

Goal: to transform early literacy instruction in NYS by embedding the Science of Reading into educator preparation.

Science of Reading: purports to be an evidence-based, multi-dimensional approach to teaching reading. The group supports this approach. It further feels that some WNY districts are out-performing the District when comparing the income-adjusted averages.

Mrs. Blaber founder Special Education PTA spoke on the importance of family engagement. Mr. Blaber spoke specifically on a parent's perspective. His daughter has dyslexia and dysgraphia. He feels the District has no certified interventionist to assist and further feels states like Georgia are ahead of NY in helping like students. He feels improving the District would improve the city. He supports the Science of Reading.

Mr. Barksdale summarized by encouraging the District to adopt the recommendations of NCIG. He shares concerns about students with challenges.

The Blabors shared that increased awareness among teachers is important. Public education is also important, so parents and others are open to feedback or educational observations.

The group asks for partnership.

Guest: Mrs. Carolyn McLendon spoke also about her experiences with her daughter in the District in the 1990s.

Mr. Laurie thanked the group for speaking. He shared that there is a lot of common ground on these issues. It is a question of which roads to take to reach the mutually desired destination. Dyslexia/dysgraphia education is fairly new and it is encouraging that the State is looking at the issue. Mr. Laurie is curious to see what the State task force will present. The District will continue the discussion and hopes the same presentation will be made to teachers' colleges and universities. New teachers will need to be educated in these issues. Mr. Laurie will join the cause, but may not be in 100% agreement on all specifics along the way. The District will share some information about what is already taking place, including an autism coach for teachers.

Mr. Laurie shared a video made by Mr. Rotella, highlighting the trades students working with construction tradespeople in the community. This type of exposure to the Building Trades Program has expanded with partnerships that allow diverse students to work with them. Currently, students and tradespeople are building a gazebo at Hyde Park.

A review of the agenda was held. An audit committee meeting will take place next week. Two parents will present at the ARS on the subject of autism and dyslexia.

Superintendent's Remarks:

Mr. Laurie extended congratulations to Mr. Paretto, who became a grandfather to newly-born Logan.

The window for spending American Rescue Funds is closed; congratulations and thanks to Mrs. Jacklin, Mrs. Holody, and Mr. Carella, the District utilized every available fund leaving only \$6.00 unspent.

At the June presentation of the Seals of Bi-Literacy, NYS Education Department will send a representative to witness the success of this program.

Two students were recognized by the BOCES National Technical Honor Society: Jordan Andrejczak, EMT and Christian Banker, welding.

Cheryl Vilardo will be honored by the Niagara Organizing Alliance for Hope (NOAH) at the their annual dinner on October 26, 2024, for the great partnership between NOAH and NFHS.

The second Walk the World Celebration will be held Saturday, November 2, 2024, at noon at NFHS. This is a great way to celebrate diversity.

Wednesday, October 16th Black Excellence Health and Wellness Fair will be held at NFHS from 5 p.m. – 7 p.m.

Condolences on the passing of ON BOCES attorney Wayne Van Vleet, a “really good man.”

DATE: October 17, 2024

KIND OF MEETING: ARS

PLACE: Board of Education Board Room

AGENDA 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(remote), Mr. Bilson (entered 6:36 p.m.), Mr. Capizzi, Mrs. Dunn, Mr. McLeod, Mr. Paretto, Mr. Petrozzi, Mr. Vilardo

MEMBERS ABSENT: Mr. Cancemi (excused)

1. Agenda Review Session

1.01 Topics

Presentation of the External Audit - Drescher & Malecki

Mr. Montalbo presented this information. His team met with the Audit Committee immediately prior to this meeting. They reviewed records and presented their findings. They have an unmodified opinion. This is the best result possible.

General Fund Revenues & Expenditures:

Fund Balance Trend: Restricted and Nonspendable Fund Balance, Assigned Fund Balance and Unassigned Fund Balance:

General Fund Fund Balance Subject to Section 1318 of Real Property Tax Law Limit Calculation remains at 4% (\$7,639,684); 4% is the most allowable by law. The District is well-positioned with respect to future obligations related to workers compensation, benefits, etc.

There is a favorable trend over last five years. Expect a more challenging trend as federal stimulus funding and favorable interest rates disappear.

School Lunch Fund: Assigned Fund Balance \$7,082,711; Nonspendable \$149,780. There are no issues of concerns in this regard.

The District's funds are stable; there are no material weaknesses. A very clean audit was the result and staff was very cooperative and provided access to all necessary records.

Mr. Laurrie thanked finance staff for their excellent work. The taxpayers should feel confident that funds are being used in the most effective, appropriate fashion. With respect to the possible loss of funding, the District is positioned to not rely on funds that may no longer be forthcoming, like Casino revenue. The District has saved all the funds it is allowed to keep. The District is fully funded to the legal limit in Workers comp and the teachers' retirement funds. We are prepared for increased costs related to employee retirement and health insurance costs, which may rise. The Internal Claims were also reviewed with the Audit Committee. Three exceptions (\$6,000) of our of an expenditure of more than \$16,000,000 were reviewed.

Mr. Laurrie introduced the following presentations. More students in the District have autism; a Special Education Parent Group has been formed. Ms. Adams' child with autism attends grade three at Kalfas School and she also has a child who attends Abate School.

Autism Program Presentation - Ms. Adams (Guest) presented her academic credentials, described her work as an elementary teacher, and described herself as an autism mom. Her goals in this presentation included educating the Board about autism, communicating the increase in autism diagnoses in the US, and defining autistic support need levels.

Autism Spectrum Disorder is non-linear; an individual can display some but not all signs of autism and can display those indicators to varying degrees. Indicators may include depression, fixations, tics, sensitivity to noise, social difficulty, anxiety, poor eye contact, aggression, abnormal speech or posture.

Persons with autism may be classified in one of three categories: level 1 (requiring support; level 2 (requiring substantial support; or level three (requiring very substantial support).

The Centers for Disease Control and Prevention (CDC) have reported on the number of children diagnosed as autistic since the year 2000 and have found a marked increase in prevalence (Please note these numbers come from samples from the United States only). In 2000, around one in 150 children had an autism diagnosis. This rose to one in 44 children in 2018, then to one in 36 children in 2020. More Black and Hispanic students have been diagnosed than in past decades, but this may indicate that White children may be more likely to be socio-economically advantaged, such that their parents could afford the medical care necessary to diagnose autism. Further, there is better understanding and recognition of signs of autism. (*Simply Psychology 2024*)

In supporting autistic students in NFCSD, it is important to use correct language, for example “neurodivergent” rather than “abnormal,” or “high support needs” rather than “low functioning.”

Developmental, Individual-Difference, Relationship-Based (DIR) and Applied Behavioral Analysis (ABA) are both effective treatment approaches for children with autism spectrum disorders (ASDs). The main difference between the two is that DIR focuses on building relationships and emotional connections, while ABA focuses on changing behaviors.

Four areas to consider to educate children with autism include environment, language, approach, and families.

Proper training of staff and communication with families is key to successfully education persons on the autism spectrum disorder.

Training and supporting staff who work with high needs Autistic individuals.

Many persons with autism have specialized strengths, like excellent long-term memory, keen observational skills, enhanced creativity and imagination. They may have an extraordinary ability to focus deeply and may be scrupulously honest or loyal.

The District is currently contracting with Dr. Marcus Thomeer at Canisius University. The Institute for Autism Research (IAR) at Canisius College is an interdisciplinary collaborative research center dedicated to understanding autism and enhancing the lives of autistic children and their families. The District is also adding more sensory rooms. Mr. Granieri is also working to get iPads© with assistive technology into schools. The District is primarily an Applied Behavior Analysis District, but needs to augment that approach.

Mr. Laurie introduced Ms. Stearns. She has a daughter in seventh grade at LPS and a daughter in eleventh grade. It is interesting that NYS has an open comment period between now and December 22, 2024 on this topic.

A Parent’s Prospective Ms. Stearns (Guest) shared information about dyslexia. She presented a student timeline of a student who might be diagnosed with dyslexia in grade four. For example, such a student may be unable to put sounds to letters or memorize sight words, and show a low score in reading. In this example, by grade two the student could not pass a spelling test and read-a-loud pace was slow. The COVID shutdown disrupted tutoring the child was taking. In grade three, a NeuroLearning

Dyslexia Screener showed the student was 98% positive for dyslexia. This is defined by Amplify as a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction. Secondary consequences may include problems in reading comprehension and reduced reading experience that can impede growth of vocabulary and background knowledge.

A research study found that a high level of right-side activation is the cerebral signature of those with dyslexia: expending more energy on the right side of the brain than good readers typically do.

She furthered shared research stating the while learning to speak is natural, learning to read is not, i.e., humans are designed for spoken language. Our brains do not have a system to read, we must build one. When an individual's brain cannot accomplish this, it is dyslexia. An explanation of brain growth and development was shared.

In the case of this child, the needed interventions, typically available only in Amherst, Buffalo, and Williamsville, cost about \$500 a month.

The impact of dyslexia without evidence-based intervention can include anxiety, anger, frustration, negative behaviors, low self esteem, depression, low grades, improper classroom placement resulting in school-induced trauma (hating school and refusing to go), a reduced opportunity for extra-curricular activities due to eligibility requirements, loss of peer interaction, and ultimately a high drop-out rate. People with dyslexia account for 20% of the general population but 80% of the prison population.

The costs to treat dyslexia, while considerable, are far lower than the cost of incarcerating an individual.

Ms. Stearns notes that the District has done everything she asked be done.

She is calling for universal student screening for dyslexia in the District, teacher training, and proper interventions.

Mr. Laurie commented on all teachers have to consider to serve children well. With public education we strive for equity as well as excellence. This is not true in all countries.

A review of the agenda was held.

2. Call to Order

2.01 Pledge of Allegiance

2.02 Prayer was offered by Mrs. Dunn.

2.03 Roll Call

3.01 Letters and Communications *(SG4)*

3.02 Oral Communications - Public Comment on Agenda Items (SG4)

3.03 Written Communications (SG4)

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

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

4.01 Minutes – September 25, 2024

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Vilardo seconded by Mr. Bilson.

4.02 Approval of Budget Transfer - #3(SG3)

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

4.03 Approval of the following Bids: (SG3)

1. 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, Bid was publicly opened and read on November 28, 2023 and one properly executed bid was received; and

WHEREAS, Bid was 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 extension, to the following 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

The vote was as follows:

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

Nays: None.

Carried.

The following was received and filed.

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

The following was received and filed.

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

An addendum was added to the following report on a motion by Mr. Vilardo seconded by Mr. Bilson.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

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

The vote was as follows:

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

Nays: None.

Carried.

An addendum was added to the following report on a motion by Mr. Bilson seconded by Mr. Vilardo.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

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

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

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

The Committee on Special Education met on March 6, 2024; and August 14, 2024; and September 7, 24, 25, 27, 2024; and October 2, 3, 7, 8, 9, 10, 2024 to review Annual Reviews, and July 11, 2024; and August 28, 2024; and September 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30, 2024; and October 1, 2, 3, 4, 7, 8, 9, 10, 2024 to review and initiate the placement of students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Committee on Special Education. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, Superintendent of Schools, will answer questions pertaining to this item.

ALTERNATIVE ACTION:

None.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Report from the Committee on Special Education

The Committee on Special Education met on March 6, 2024; and August 14, 2024; and September 7, 24, 25, 27, 2024; and October 2, 3, 7, 8, 9, 10, 2024 to review Annual Reviews, and July 11, 2024; and August 28, 2024; and September 11, 12, 13, 16, 17, 18, 19, 20, 23, 24, 26, 27, 30, 2024; and October 1, 2, 3, 4, 7, 8, 9, 10, 2024 to review and initiate the placement of students with disabilities; and

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

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

RESOLVED, That the Board of Education approve the attached recommendations made by the Committee on Special Education for the 2024-2025 school year.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

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

The Committee on Pre-School Special Education met on September 19, and 24, 2024; and October 3, and 8, 2024; to review and initiate the placement of preschool students with disabilities.

The Board of Education is required by law to act upon the recommendations made by the Committee on Pre-school Special Education. If no action is taken tonight, the students involved in the recommendations will not begin to receive the services deemed necessary for their education. Furthermore, the parents of the students involved could take legal action against the Board.

This action item was prepared by Cheryl Meteer, Chairperson of the Special Education Department. The recommended resolution was approved by Mr. Angelo Massaro, School District Attorney.

Mr. Mark Laurrie, School Superintendent, will answer questions pertaining to this item.

ALTERNATIVE ACTION:

None.

RECOMMENDATION:

A motion is recommended for the approval of the following resolution: Report from the Committee on Pre-School Special Education

The Committee on Pre-School Special Education met on September 19, and 24, 2024; and October 3, and 8, 2024; 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 2024-2025 school year.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

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

1. Carnegie Learning Virtual Training World language teachers Spanish \$4,500.00
F2210.540.098.0225 Jan. – Feb., 2025
2. Stacey Pellicano Dyslexia Services of WNY, LLC In person workshop for elementary teachers \$500.00 F2210.540.098.0125 November 5, 2024
3. Curriculum Associates Implementation workshops for i-Ready Math Program (teachers) \$13,000.00 F2210.540.098.0125 November 5, 2024 January 17, 2025
4. Curriculum Associates Implementation workshops for i-Ready Math Program (principals) \$2,200.00 F2210.540.098.0125 October 22, 2024
5. Elizabeth Bell Seminar: ADHA in the classroom/executive function support \$2,925.00
F2070.400.045.8125 October 2024 – December 2024
6. Dr. Marcus Thomeer Autism classroom training \$1,480.00 F2110.404.098.9324
November 5, 2024
7. Over The Falls Transportation and Tours Sports Transportation \$6,885.00
A2855 400 025 October 2024
8. Over The Falls Transportation and Tours Sports Transportation \$3,750.00
A2855 400 025 October 2024
9. Jeffrey Warren Coaching from the Fillmore-conflict resolution/anger management
\$1,200.00 F2110.400.049.0325 October 3, 2024
10. Jeffrey Warren Coaching from the Fillmore-conflict resolution/anger management
\$1,200.00 F2110.400.049.0325 October 3, 2024

11. Kelly White Protekt UR Known Antbullying and mental health Workshops for students GPS
\$10,500 F2110.400.049.0325 October 3, 2024 – May 21, 2025
12. Niagara Falls Convention Center Male and Female Summit with the Niagara Falls Housing
Authority NTE \$6776 A2280.540.007 October 4, 2024

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

4.11 Report from Head Start/Early Head Start (SG1)

The vote was as follows:

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

Nays: None.

Carried.

5. Unfinished Business

5.01 None.

6. New Business

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF RECEIPT OF GIFT FROM THE TEACHER'S DESK (SG 4)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Teacher's Desk has donated supplies, materials and hygiene products to the Niagara Falls City School District; and

WHEREAS, This donation will be used by students and families within the District,

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of supplies, materials and hygiene products; and

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

John Mika
The Teacher's Desk
Buffalo NY
716-602-0241

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF RECEIPT OF GIFT FROM JEWISH FAMILY SERVICES OF WESTERN NEW YORK (SG 4)

WHEREAS, It has been a practice for organizations and individuals to make contributions to the Niagara Falls Public Schools; and

WHEREAS, The Jewish Family Services of Western New York donated a monetary gift to the Niagara Falls City School District; and

WHEREAS, This donation will be used for the Walk the World Cultural Fair on November 2, 2024 as well as for ENL programming support; therefore be it

RESOLVED, That the Niagara Falls Board of Education gratefully accept the donation of the monetary gift; and

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

Jaimi Stapf
Director of Programs Niagara Falls
Jewish Family Services of Western New York
70 Barker Street
Buffalo, NY 14209

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 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 2024/2025 Extended School Day/School Violence Prevention Program; and

RESOLVED, That the grant award of \$350,000.00 be credited to Revenue Account F3289.660.25 Extended School Day/Violence Prevention; and

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

Account	Description	Budget
F 2110.140-098-6625	24/25 EXT DAY - SCHEDULE B	\$167,380.00
F 2110.151-045-6625	24/25 EXT DAY - STIPENDS	\$3,000.00
F 2110.167-045-6625	24/25 EXT DAY - HRLY CLSFD	\$7,960.00
F 2110.177-045-6625	24/25 EXT DAY - CLASS ASSOC	\$35,000.00
F 2110.400-045-6625	24/25 EXT DAY - PRCHD SRVCS	\$128,000.00
F 2110.409-098-6625	24/25 EXT DAY - TRAVEL	\$750.00
F 2110.450-045-6625	24/25 EXT DAY - SUPPLIES	\$4,410.00
F 2815.167-045-6625	24/25 EXT DAY - SUMMER NURSE	\$3,500.00
		\$350,000.00

Revenue Code: F3289.660.25

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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL 2.0 GRANT

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 \$250,000.00 has been received; therefore be it

RESOLVED, That the Board of Education accepts the funds for the 2024/2025 New York State Pathways in Technology 2.0 Grant; and be it further

RESOLVED, That the grant award of \$250,000.00 be credited to the following Revenue Account:

1. F3289.870.25 – 2024/2025 P-TECH 2.0 REVENUE - \$250,000.00; and be it further

RESOLVED, That the money be expended in the following function/object codes:
Appropriation Description Amount

Account	Description	Budget
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F 2110.140-098-872524/25 P-TECH 2.0 - SCHEDULE B / PER DIEM	\$38,980
F 2110.150-014-872524/25 P-TECH 2.0 - GRANTS ADMIN	\$8,000
F 2110.152-014-872524/25 P-TECH 2.0 - PROG DIR	\$57,500
F 2110.164-014-872524/25 P-TECH 2.0 - CLERICAL	\$6,250
F 2110.400-098-872524/25 P-TECH 2.0 - PRCHD SRVCS	\$45,585
F 2110.409-098-872524/25 P-TECH 2.0 - TRAVEL	\$26,000
F 2110.450-098-872524/25 P-TECH 2.0 - SPLS	\$47,701
F 2110.800-096-872524/25 P-TECH 2.0 - ERS	\$8,471
F 2110.802-096-872524/25 P-TECH 2.0 - TRS	\$10,563
F 2110.807-096-872524/25 P-TECH 2.0 - HEALTH INS	\$950
	\$250,000

Revenue Code: F3289.870.25

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 FEDERAL IDEA (EDUCATION OF STUDENTS WITH DISABILITIES ACT) FUNDING – PART B, SECTIONS 611 AND 619

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 \$2,257,598.00 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 2024/2025 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 \$2,257,598.00 for Section 611 be credited to revenue account code F4256.070.25; and be it further

RESOLVED, that the grant award of \$109,527.00 for Section 619 be credited to revenue account code F4256.730.25; 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
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F 2250.132-098-072524/25 IDEA 611 - PER DIEM	\$103,447
F 2250.133-045-072524/25 IDEA 611 - SPED TCHR - NFHS	\$235,106
F 2250.133-056-072524/25 IDEA 611 - SPED TCHR – ABATE	\$75,239
F 2250.133-057-072524/25 IDEA 611 - SPED TCHR - CATARACT	\$189,789
F 2250.133-061-072524/25 IDEA 611 - SPED TCHR - BBPS	\$74,038
F 2250.133-065-072524/25 IDEA 611 - SPED TCHR - 79TH	\$76,495
F 2250.133-098-072524/25 IDEA 611 - SPEECH TCHR - D/W	\$95,998

F 2250.138-007-072524/25 IDEA 611 - SPED TSA - C/O	\$142,423
F 2250.138-014-072524/25 IDEA 611 - CSE CHAIRPERSON	\$115,108
F 2250.140-098-072524/25 IDEA 611 - SCHEDULE B	\$61,633
F 2250.143-049-072524/25 IDEA 611 - SPED TA - GPS	\$33,814
F 2250.143-056-072524/25 IDEA 611 - SPED TA - ABATE	\$33,814
F 2250.143-057-072524/25 IDEA 611 - SPED TA - CATARACT	\$48,131
F 2250.143-058-072524/25 IDEA 611 - SPED TA - H/P	\$24,066
F 2250.147-045-072524/25 IDEA 611 - PSA - NFHS	\$112,787
F 2250.147-049-072524/25 IDEA 611 - PSA - GPS	\$52,149
F 2250.147-058-072524/25 IDEA 611 - PSA - H/P	\$50,162
F 2250.147-065-072524/25 IDEA 611 - PSA - 79TH	\$52,149
F 2250.164-014-072524/25 IDEA 611 - CLERICAL	\$180,605
F 2250.177-045-072524/25 IDEA 611 - SPED ASSOC - NFHS	\$53,198
F 2250.177-098-072524/25 IDEA 611 - SPED ASSOC - HRLY	\$5,298
F 2250.400-098-072524/25 IDEA 611 - PRCHD SRVCS	\$355,429
F 2250.409-098-072524/25 IDEA 611 - TRAVEL	\$2,010
F 2250.450-079-072524/25 IDEA 611 - SPLS - CATH ACAD	\$14,388
F 2250.450-084-072524/25 IDEA 611 - SPLS - CTK	\$3,924
F 2250.450-098-072524/25 IDEA 611 - SPLS	\$3,765
F 2820.133-050-072524/25 IDEA 611 - PSYCHOLOGIST - LPS	\$62,633
Total	\$2,257,598

Revenue Code: F4256.070.25

RESOLVED, that the money be expended from the following function/object codes for Section 619:

Account	Description	Budget
F 2250.133-014-7325	24/25 IDEA 619 - PROJ DIR	\$72,982
F 2250.400-098-7325	24/25 IDEA 619 - PRCHD SRVCS	\$31,725
F 2250.409-098-7325	24/25 IDEA 619 - TRAVEL	\$670
F 2250.450-079-7325	24/25 IDEA 619 - SPLS - CATH ACAD	\$846
F 2250.450-098-7325	24/25 IDEA 619 - SPLS	\$1,000
F 2250.803-096-7325	24/25 IDEA 619 - FICA	\$2,304
Total	\$109,527	

Revenue Code: F4256.730.25

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 - \$2,257,598.00
5. Total Budget, Section 619 - \$109,527.00
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

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

**APPROVAL OF ACCEPTANCE OF FUNDS FOR 2024/2025 NIAGARA FALLS
TEACHER RESOURCE CENTER**

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 2024/2025 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 2024/2025 Teacher Resource Center Grant; and

RESOLVED, that the grant award of \$66,938.00 be credited to revenue account code F3289.810.25; and

RESOLVED, that the money be expended from the following function/object codes for Teacher Resource Center:

Account	Description	Budget
F 2070.140-098-8125	24/25 TRC - SCHEDULE B / PER DIEM	\$15,583
F 2070.151-098-8125	24/25 TRC - STIPENDS	\$22,500
F 2070.400-045-8125	24/25 TRC - PRCHD SRVCS	\$18,000
F 2070.409-098-8125	24/25 TRC - TRAVEL	\$1,181
F 2070.450-045-8125	24/25 TRC - SPLS	\$9,674
		\$66,938

Revenue Code: F3289.810.25

ABSTRACT

- 1.School District – Niagara Falls City School District
- 2.Title of Project – Niagara Falls Teacher Resource Center
- 3.Funding Source – State Education Department
- 4.Total Budget - \$66,938.00
- 5.Total Staff – 0.00
- 6.Number of Clients Served – 550
- 7.Major Objectives:

- To maximize the use of alternative instructional approaches which teacher use with children in order to improve children's acquisition of knowledge.
- To enhance the professional growth of teachers and to make them knowledgeable about educational research and how this research may be used to improve instruction in their classrooms.
- To improve the skills of teachers in curriculum writing and in the production of curricular materials.
- To train teachers in the use of computers and computer-related materials and make them aware of how this knowledge may help them both in the classroom and personally.
- To instruct teachers in the content areas of science, math, and computer and other technology but also in other content areas as needed in order to enhance their teaching in the classroom.
- To increase the number of sites available for teacher participation in professional learning and to expand the availability of professional materials for teachers in order that they may enhance their classroom instruction and personal and professional growth.

8. Outcomes:

- After participating in workshops on research-based instructional strategies and content, teachers will demonstrate increased knowledge and change their instructional practice.
- Teacher Center Study Groups and District Initiative workshops will offer teachers the opportunity to collaboratively learn new instructional strategies aimed at increasing student achievement.
- Teachers will be able to integrate more technology into classroom instruction.
- Teachers will use the Teacher Resource Center for the primary source of professional learning offerings and resource materials.

The vote was as follows:

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

Nays: None.

Carried.

The following 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 CITY OF NIAGARA FALLS, NEW YORK FOR THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS TO BECOME THE SUBRECIPIENT OF A COMMUNITY DEVELOPMENT BLOCK GRANT FOR YOUTH SERVICES AND ACCEPTANCE OF FUNDS FROM SUCH CONTRACT

WHEREAS, The City of Niagara Falls, New York applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, The City of Niagara Falls, New York wishes to engage with the City School District of the City of Niagara Falls to be a subrecipient in utilizing such funds; and

WHEREAS, The City of Niagara Falls, New York has appropriated \$25,000.00 to the City School District of the City of Niagara Falls to be used to provide afterhours tutoring for struggling students at its 6 elementary schools; and

WHEREAS, The afterschool tutoring program will be held at 3716 Highland Avenue, and

WHEREAS, The City School District of the City of Niagara Falls wishes to enter into a contract, heretofore attached, with the City of Niagara Falls, New York to provide such tutoring services as outlined in the contract; and

WHEREAS, The Board of Education shall act on this item now so that funds may be encumbered; therefore be it

RESOLVED, that the contract between the City School District of the City of Niagara Falls and the City of Niagara Falls, New York be hereby approved; and be it further

RESOLVED, that the contract is subject to such modifications as the Superintendent of Schools and the 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 be it further

RESOLVED, That the District Clerk be directed to obtain the signature of the President of the Board of Education, and be it further

RESOLVED, That the Board of Education accepts the funds appropriated in the contract; and be it further

RESOLVED, That the grant award be credited to revenue code F3289.620.25; and be it further

RESOLVED, That the money be expended in the follow function/object codes:
Account Description Budget

F2770.400-098-6225 24/25 CDBG – PRCHD SRVCS \$25,000.00

Total \$25,000.00

Revenue Code: F4289.620.25

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

ACCEPTANCE OF THE 2023-2024 ANNUAL INDEPENDENT AUDIT AND FILING THEREOF WITH THE COMMISSIONER OF EDUCATION (SG 3)

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 2023-2024 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).

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Bilson.

A RESOLUTION AUTHORIZING THE ISSUANCE PURSUANT TO SECTION 90.10 OF THE LOCAL FINANCE LAW OF REFUNDING BONDS OF THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NIAGARA COUNTY, NEW YORK, TO BE DESIGNATED SUBSTANTIALLY "SCHOOL DISTRICT REFUNDING (SERIAL) BOND", AND PROVIDING FOR OTHER MATTERS IN RELATION THERETO AND THE PAYMENT OF THE BONDS TO BE REFUNDED THEREBY (SG 3)

WHEREAS, the City School District of the City of Niagara Falls, Niagara County, New York (hereinafter, the "School District") heretofore issued \$25,150,000 School District Refunding (Serial) Bonds, 2014, dated July 29, 2014, pursuant to a duly authorized refunding bond resolution dated May 22, 2013 and a bond determinations certificate of the President of the Board of Education (hereinafter referred to as the "Refunded Bond Certificate"), such School District Refunding (Serial) Bonds, 2014, now outstanding in the amount of \$15,545,000, maturing on September 15 annually in each of the years 2025 to 2035, both inclusive, as more fully described in the Refunded Bond Certificate; and

WHEREAS, it would be in the public interest to refund all or a portion of the \$15,545,000 outstanding principal balance of said bonds maturing in the years 2025 to 2035, both inclusive (the "Refunded Bonds") by the issuance of refunding bonds pursuant to Section 90.10 of the Local Finance Law; and

WHEREAS, such refunding will result in present value savings in debt service as so required by Section 90.10 of the Local Finance Law; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Education of the City School District of the City of Niagara Falls, Niagara County, New York, as follows:

Section 1. For the object or purpose of refunding the \$15,545,000 outstanding principal balance of the Refunded Bonds, including providing moneys which, together with the interest earned from the investment of certain of the proceeds of the refunding bonds herein authorized, shall be sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to and including the date on which the Refunded Bonds which are callable are to be called prior to their respective maturities in accordance with the refunding financial plan, as hereinafter defined, (iii) the costs and expenses incidental to the issuance of the refunding bonds herein authorized, including the development of the refunding financial plan, as hereinafter defined, compensation to the underwriter or underwriters, as hereinafter defined, costs and expenses of executing and performing the terms and conditions of the escrow contract or contracts, as hereinafter defined, and fees and charges of the escrow holder or holders, as hereinafter mentioned, (iv) the redemption premium payable on the Refunded Bonds, and (v) the premium or

premiums for a policy or policies of municipal bond insurance or cost or costs of other credit enhancement facility or facilities, for the refunding bonds herein authorized, or any portion thereof, refunding serial bonds of the School District are hereby authorized pursuant to the provisions of Section 90.10 of the Local Finance Law (the "School District Refunding Bonds" or the "Refunding Bonds"), it being anticipated that the amount of Refunding Bonds actually to be issued will be approximately \$15,840,000, as provided in Section 4 hereof. The School District Refunding Bonds shall each be designated substantially "SCHOOL DISTRICT REFUNDING (SERIAL) BOND" together with such series designation and year as is appropriate on the date of sale thereof, shall be of the denomination of \$5,000 or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity, shall be numbered with the prefix R 24 (or R with the last two digits of the year in which the Refunding Bonds are issued as appropriate) followed by a dash and then from 1 upward, shall be dated on such dates, and shall mature annually on such dates in such years, bearing interest semi annually on such dates, at the rate or rates of interest per annum, as may be necessary to sell the same, all as shall be determined by the President of the Board of Education pursuant to Section 4 hereof. It is hereby further determined that (a) such Refunding Bonds may be issued in series, (b) such Refunding Bonds may be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and (c) such Refunding Bonds may be issued as a single consolidated issue. It is hereby further determined that such Refunding Bonds may be issued to refund all, or any portion of, the Refunded Bonds, subject to the limitation hereinafter described in Section 10 hereof relating to approval by the State Comptroller.

Section 2. The Refunding Bonds may be subject to redemption prior to maturity upon such terms as the President of the Board of Education shall prescribe, which terms shall be in compliance with the requirements of Section 53.00 (b) of the Local Finance Law. If less than all of the Refunding Bonds of any maturity are to be redeemed, the particular refunding bonds of such maturity to be redeemed shall be selected by the School District by lot in any customary manner of selection as determined by the President of the Board of Education.

The Refunding Bonds shall be issued in registered form and shall not be registrable to bearer or convertible into bearer coupon form. In the event said Refunding Bonds are issued in non certificated form, such bonds, when issued, shall be initially issued in registered form in denominations such that one bond shall be issued for each maturity of bonds and shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the bonds in accordance with the Book Entry Only system of DTC. In the event that either DTC shall discontinue the Book Entry Only system or the School District shall terminate its participation in such Book Entry Only system, such bonds shall thereafter be issued in certificated form of the denomination of \$5,000 each or any integral multiple thereof (except for any odd denominations, if necessary) not exceeding the principal amount of each respective maturity. In the case of non certificated Refunding Bonds, principal of and interest on the bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to The Depository Trust Company, New York, New York, or to its nominee, Cede & Co., while the bonds are registered in the name of Cede & Co. in accordance with such Book Entry Only System. Principal shall only be payable upon surrender of the bonds at the principal corporate trust office of such Fiscal Agent (or at the office of the School District Clerk as Fiscal Agent as hereinafter provided).

In the event said Refunding Bonds are issued in certificated form, principal of and interest on the Refunding Bonds shall be payable by check or draft mailed by the Fiscal Agent (as hereinafter defined) to the registered owners of the Refunding Bonds as shown on the registration books of the School District maintained by the Fiscal Agent (as hereinafter defined), as of the close of business on the fifteenth day of the calendar month or last business day of the calendar month preceding each interest payment date as appropriate and as provided in a certificate of the President of the Board of Education providing for the details of the Refunding Bonds. Principal shall only be payable upon surrender of bonds at the principal corporate trust office of a bank or trust company or banks or trust companies located or authorized to do business in the State of New York, as shall hereafter be designated by the President of the Board of Education as fiscal agent of the School District for the Refunding Bonds (collectively the "Fiscal Agent").

Refunding Bonds in certificated form may be transferred or exchanged at any time prior to maturity at the principal corporate trust office of the Fiscal Agent for bonds of the same maturity of any authorized denomination or denominations in the same aggregate principal amount.

Principal and interest on the Refunding Bonds will be payable in lawful money of the United States of America.

The President of the Board of Education, as chief fiscal officer of the School District, is hereby authorized and directed to enter into an agreement or agreements containing such terms and conditions as he or she shall deem proper with the Fiscal Agent, for the purpose of having such bank or trust company or banks or trust companies act, in connection with the Refunding Bonds, as the Fiscal Agent for said School District, to perform the services described in Section 70.00 of the Local Finance Law, and to execute such agreement or agreements on behalf of the School District, regardless of whether the Refunding Bonds are initially issued in certificated or non certificated form; provided, however, that the President of the Board of Education is also hereby authorized to name the School District Clerk as the Fiscal Agent in connection with the Refunding Bonds.

The President of the Board of Education is hereby further delegated all powers of this Board of Education with respect to agreements for credit enhancement, derived from and pursuant to Section 168.00 of the Local Finance Law, for said Refunding Bonds, including, but not limited to the determination of the provider of such credit enhancement facility or facilities and the terms and contents of any agreement or agreements related thereto.

The Refunding Bonds shall be executed in the name of the School District by the manual or facsimile signature of the President of the Board of Education, and a facsimile of its corporate seal shall be imprinted thereon. In the event of facsimile signature, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer or employee of the Fiscal Agent. The Refunding Bonds shall contain the recital required by Section 90.10 of the Local Finance Law, and the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals, in addition to those required by Section 51.00 of the Local Finance Law, as the President of the Board of Education shall determine. It is hereby determined that it is to the financial advantage of the School District not to impose and collect from registered owners of the Refunding Bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the Fiscal Agent, and, accordingly, pursuant

to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the Fiscal Agent.

Section 3. It is hereby determined that:

(a) the maximum amount of the Refunding Bonds authorized to be issued pursuant to this resolution does not exceed the limitation imposed by subdivision 1 of paragraph b of Section 90.10 of the Local Finance Law;

(b) the maximum period of probable usefulness permitted by law at the time of the issuance of the Refunded Bonds, for the objects or purposes financed by the Refunded Bonds, pursuant to paragraph a of Section 11.00 of the Local Finance Law, is thirty years;

(c) the last installment of the Refunding Bonds will mature not later than the expiration of the period of probable usefulness of the objects or purposes for which said Refunded Bonds were issued in accordance with the provisions of Section 90.10 of the Local Finance Law;

(d) the estimated present value of the total debt service savings anticipated as a result of the issuance of the Refunding Bonds, if any, computed in accordance with the provisions of subdivision 2 of paragraph b of Section 90.10 of the Local Finance Law, is as shown in the Refunding Financial Plan described in Section 4 hereof.

Section 4. The financial plan for the aggregate of the refundings authorized by this resolution (the "Refunding Financial Plan"), showing the sources and amounts of all moneys required to accomplish such refunding, the estimated present value of the total debt service savings and the basis for the computation of the aforesaid estimated present value of total debt service savings, are set forth in Exhibit B attached hereto and hereby made a part hereof. The Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in one series to refund all of the Refunded Bonds in the principal amount of \$15,840,000, and that the Refunding Bonds will mature, be of such terms, and bear interest as set forth in said Exhibit A. This Board of Education recognizes that the Refunding Bonds may be issued in one or more series, and for all of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the School District will most probably be different from such assumptions and that the Refunding Financial Plan will also most probably be different from that attached hereto as Exhibit A. The President of the Board of Education is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time, the amount of the Refunding Bonds to be issued, the date or dates of such bonds and the date or dates of issue, maturities and terms thereof, the provisions relating to the redemption of Refunding Bonds prior to maturity, whether the Refunding Bonds will be insured by a policy or policies of municipal bond insurance or otherwise enhanced by a credit enhancement facility or facilities, whether the Refunding Bonds shall be sold at a discount in the manner authorized by paragraph e of Section 57.00 of the Local Finance Law, and the rate or rates of interest to be borne thereby, whether the Refunding Bonds shall be issued having substantially level or declining annual debt service and all matters related thereto, and to prepare, or cause to be provided, a final Refunding Financial Plan for the Refunding Bonds and all powers in connection therewith are hereby delegated to the President of the Board of Education; provided, that the terms of the Refunding Bonds to be issued, including the rate or rates of interest borne thereby, shall comply with the

requirements of Section 90.10 of the Local Finance Law as applicable. The President of the Board of Education shall file a copy of his certificate determining the details of the Refunding Bonds and the final Refunding Financial Plan with the School District Clerk not later than ten (10) days after the delivery of the Refunding Bonds, as herein provided.

Section 5. The President of the Board of Education is hereby authorized and directed to enter into an escrow contract or contracts (collectively the "Escrow Contract") with a bank or trust company, or with banks or trust companies, located and authorized to do business in this State as said President of the Board of Education shall designate (collectively the "Escrow Holder") for the purpose of having the Escrow Holder act, in connection with the Refunding Bonds, as the escrow holder to perform the services described in the Local Finance Law.

Section 6. The faith and credit of said City School District of the City of Niagara Falls, Niagara County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunding Bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall be annually levied on all the taxable real property in said School District a tax sufficient to pay the principal of and interest on such Refunding Bonds as the same become due and payable.

Section 7. All of the proceeds from the sale of the Refunding Bonds, including the premium, if any, but excluding accrued interest thereon, shall immediately upon receipt thereof be placed in escrow with the Escrow Holder for the Refunded Bonds. Accrued interest on the Refunding Bonds shall be paid to the School District to be expended to pay interest on the Refunding Bonds. Such proceeds as are deposited in the escrow deposit fund to be created and established pursuant to the Escrow Contract, whether in the form of cash or investments, or both, inclusive of any interest earned from the investment thereof, shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunded Bonds, and the holders, from time to time, of the Refunded Bonds shall have a lien upon such moneys held by the Escrow Holder. Such pledge and lien shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder for the Refunded Bonds in the escrow deposit fund shall immediately be subject thereto without any further act. Such pledge and lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the School District irrespective of whether such parties have notice thereof.

Section 8. Notwithstanding any other provision of this resolution, so long as any of the Refunding Bonds shall be outstanding, the School District shall not use, or permit the use of, any proceeds from the sale of the Refunding Bonds in any manner which would cause the Refunding Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and, to the extent applicable, the Regulations promulgated by the United States Treasury Department thereunder.

Section 9. In accordance with the provisions of Section 53.00 and Section 90.10 of the Local Finance Law, in the event such bonds are refunded, the School District hereby elects to call in and redeem each of the Refunded Bonds which the President of the Board of Education shall determine to be refunded in accordance with the provisions of Section 4 hereof and with regard to which the right of early redemption exists. The

sum to be paid therefor on such redemption date shall be the par value thereof, and the accrued interest to such redemption date. The Escrow Agent for the Refunding Bonds is hereby authorized and directed to cause notice of such call for redemption to be given in the name of the School District in the manner and within the times provided in the Refunded Bond Certificate. Such notice of redemption shall be in substantially the form attached to the Escrow Contract. Upon the issuance of the Refunding Bonds, the election to call in and redeem the callable Refunded Bonds and the direction to the Escrow Agent to cause notice thereof to be given as provided in this paragraph shall become irrevocable, provided that this paragraph may be amended from time to time as may be necessary in order to comply with the publication requirements of paragraph a of Section 53.00 of the Local Finance Law, or any successor law thereto.

Section 10. The Refunding Bonds shall be sold at private or public sale to such purchaser (the "Underwriter") as shall be determined by the President of the Board of Education for purchase prices to be determined by the President of the Board of Education, plus accrued interest from the date or dates of the Refunding Bonds to the date or dates of the delivery of and payment for the Refunding Bonds.

Section 11. The President of the Board of Education and all other officers, employees and agents of the School District are hereby authorized and directed for and on behalf of the School District to execute and deliver all certificates and other documents, perform all acts and do all things required or contemplated to be executed, performed or done by this resolution or any document or agreement approved hereby.

Section 12. All other matters pertaining to the terms and issuance of the Refunding Bonds shall be determined by the President of the Board of Education and all powers in connection thereof are hereby delegated to the President of the Board of Education. The President of the Board of Education shall be further authorized to issue said Refunding Bonds pursuant to Section 90.10 of the Local Finance Law as said officer shall determine necessary.

Section 13. The validity of the Refunding Bonds may be contested only if:

1. Such obligations are authorized for an object or purpose for which said School District is not authorized to expend money, or
2. The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
3. Such obligations are authorized in violation of the provisions of the Constitution.

Section 14. A summary of this resolution, which takes effect immediately, shall be published in the official newspapers of said School District, together with a notice of the School District Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Dated: October 17, 2024.

The foregoing resolution was duly put to a vote which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Vilardo.

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 \$36,560.63, FOR THE PERIOD OCTOBER 1, 2024 TO SEPTEMBER 30, 2025 [\(SG 1\)](#)

WHEREAS, the City School District of the City of Niagara Falls purchases property and equipment, general liability, automobile, umbrella, inland marine, crime, cyber security, student accident, excess workers’ compensation and builder’s risk (for capital construction) insurance to protect the school system from many perils and legal liabilities.; and

WHEREAS, the Board of Education acknowledges it has insurance requirements that require specific endorsements and that without those endorsements the District would be exposed to significant out-of-pocket costs; and

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

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

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

RESOLVED, The Board of Education approves binding additional Cyber Security insurance with Coalition Insurance Solutions, Inc. through Wright Risk Management, as proposed, for the dollar amount of \$36,560.63 for the period October 1, 2024 to September 30, 2025; and be it further

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

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF A LEASE BETWEEN THE CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS AND THE BOYS AND GIRLS CLUB TO LEASE SPACE FOR ALTERNATIVE AND REMOTE STUDENTS (SG 1)

WHEREAS, The rental provided in the lease shall be \$50,000.00; and
WHEREAS, The Niagara Falls Boys and Girls Club has requested the lease payable in equal monthly installments of \$5,000.00 is fair rental for the facility; and

WHEREAS, The Niagara Falls Boys and Girls Club and District have agreed on provision of the lease; therefore be it

RESOLVED, That the Board of Education hereby approves the Lease with the Niagara Falls Boys and Girls Club to lease space for the Alternative and Remote School Program, which is attached hereto; and

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

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

LEASE

THIS LEASE dated the 17th day of October, 2024, by and between the NIAGARA FALLS Boys and Girls Club, a public housing agency organized under the laws of the State of New York, having its principal office at 744 – Tenth Street, Niagara Falls, New York 14301 hereinafter called “Landlord” and SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS, NEW YORK, having its principal office at 630-66th Street, Niagara Falls, New York 14304, hereinafter called “Tenant”.

1. PREMISES. The Landlord leases to the Tenant, and Tenant takes from the Landlord, that space referred to as the Alternative and Remote School Portion of the Niagara Falls Boys and Girls Club, 725 Seventeenth Street, 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 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 one (1) year, commencing on the first day of occupancy, which is September 16, 2024, and ending on the 30th day of June, 2025.

3. USE AND OCCUPANCY. The Tenant shall use the premises only for the Tenant’s normal activities, including, without limitation, operation of an alternative and remote school. The premises are available to the Tenant on the basis of Landlord’s calendar

during normal work hours (7:00 a.m. to 4:00 p.m., Monday through Friday). The premises are not available to Tenant during emergency closings. The Tenant shall pay to Landlord the actual costs incurred by Landlord if any, for use outside of normal working hours.

Specific education programs will be made available for Alternative and Remote classes during the day for NFHS children and adults.

This Lease shall be void and unenforceable if entered into in violation of GML 801 or Section 410 of Chapter 700.

4. RENT. Tenant shall pay Landlord rent in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in ten (10) equal installments of Five Thousand and 00/100 Dollars (\$5,000.00) in advance on the first day of each and every month during the term of this Lease, without notice or demand.

5. 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, which consent shall be in Landlord's sole discretion.

6. 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 Tenant will provide all U.S. Department of Housing and Urban Development/Niagara Falls Housing Authority required insurance coverages for the Alternative School and its operations.

The Technology classroom, which contains computers and other technical equipment, will be co-insured by the Landlord and Tenant.

The Landlord shall save the Tenant harmless and indemnify the Tenant to full extent permitted by law for all or any legal action, damages, loss, liability and expenses in connection with loss of life, bodily or personal injury, or property damage, arising out of the Landlord's use, occupancy and/or maintenance and/or repair of the premises except for negligence of the Tenant and its employees.

The Tenant shall save and indemnify the Landlord harmless to the fullest extent permitted by any or all 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 except for the negligence of the Landlord and its employees.

The Tenant shall, during the term of this Lease and any extension hereof, maintain in effect and pay the premium for public liability insurance naming the Landlord as additional party insured in the amount of at least One Million Dollars (\$1,000,000.00) with respect to death or bodily injury to any one or more persons and

One Hundred Thousand Dollars (\$100,000.00) with respect to property damage arising from the use or occurring on or about the Premises. 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 cancellable, except upon ten (10) days prior written notice to Landlord.

7. 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.

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

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF CITY SCHOOL DISTRICT OF CITY OF NIAGARA FALLS SUBMISSION OF THE "CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS ENVIRONMENTAL AND ECOLOGICAL STUDENT AMBASSADOR SUMMIT" TO THE NIAGARA RIVER GREENWAY COMMISSION AND THE HOST COMMUNITY GREENWAY STANDING COMMITTEE (SG 1)

WHEREAS, the City School District of the City of Niagara Falls is designated as a Host Community as part of the Host Communities Relicensing Agreement dated June 27, 2005 and as a Host Community receives "Greenway Funding" as part of the New York Power Authority (NYPA) Relicensing Agreement; and

WHEREAS the Greenway funds are to be used for parks, tourism, recreation, and related facilities consistent with the Greenway Plan; and

WHEREAS the District is planning to participate in the environmental and ecological ambassador summit by students of Niagara Falls High School; and

WHEREAS the District intends to use its Greenway Funds to pay for the improvements and related facilities which are consistent with the Greenway Plan; and

WHEREAS the Superintendent recommends the use of the District's Greenway Funds for payment of the student participation and the submission of the plan to the Niagara River Greenway Commission and Host Community Standing Committee; now therefore, be it

RESOLVED, The Board of Education of the City School District of the City of Niagara Falls hereby approves the allocation of so much of its Greenway Funds, for the payment of student participation the total cost of which shall exceed \$15,000 and directs that the project be submitted the Niagara River Greenway Commission and the Host Community Greenway Standing Committee for all necessary and required actions; and it is further

RESOLVED, That the President of the Niagara Falls Board of Education and the District Clerk be and are hereby authorized to take what ever action necessary and required to effectuate the purposes of this Resolution including submitting participation in the environmental and ecological ambassador summit to the Niagara River Greenway Commission and Host Community Greenway Standing Committee.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF AMENDED 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, 2024 – JUNE 30, 2025

(SG 1)

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, 2024; 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 2024-2025 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 an Amended 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, 2024 through June 30, 2025 and two (2) uniformed Police Officers as Security Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$690,611.00, inclusive of cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement that became effective on September 1, 2024; 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, 2024 through June 30, 2025; therefore be it

RESOLVED, that the Board of Education hereby approves the Amended 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, 2024 through June 30, 2025 and two (2) uniformed Police Officers as School Resource Officers for period July 1, 2024 through June 30, 2025 at a cost not to exceed \$690,611.00, inclusive of cost adjustments incurred by the City pursuant to the Collective Bargaining Agreement that became effective on September 1, 2024; 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.

AMMENDED MUNICIPAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICERS - 2024-25

This Municipal Cooperation Agreement (the "Agreement") made this ____ day of 2024 and effective the 1st day of July, 2024 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, 2024 and concluding June 30, 2025.

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, 2024 and terminate on June 30, 2025 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, 2024 through June 30, 2025; the two (2) SROs detailed to the Prep Schools; and one (1) SRO detailed to rotate among the Elementary Schools, September 1, 2024 through June 30, 2025. The total cost is estimated to be the sum of \$690,611 including cost adjustments and 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, effective September 1, 2024 through calendar year 2025. 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, 2025 in the amount of \$276,244 and the second such payment in an amount Not to Exceed \$414,367 is due and payable on June 30, 2025 inclusive of any adjustments made pursuant to the CBA, or reimbursements referred to herein. The CITY shall provide an itemized invoice for the final Not to Exceed amount due in June 2025. 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.

IO. **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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson 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 (OCTOBER 18, 2024 – JUNE 30, 2025) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls continuously seeks new and innovative ways to improve the academic, behavioral, social and emotional needs of high-risk youth; and

WHEREAS, Since the inception of the Black Excellence Mentoring Program under the scope of the Family and Community Engagement Grant, Jason Scott served as a mentor; 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 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 \$4,000 (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 (10-18-2024 - 6-30-2025) at a sum not to exceed 80 hours for \$4,000 for the period effective October 18, 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
JASON SCOTT

THIS AGREEMENT, made this 17th day of October 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 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 2024-2025 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 for October 18, 2024 – June 30, 2025 at a cost not to exceed \$4,000 (80 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 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. 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 to be paid in two installments of \$2,000 on December 31, 2024 and June 30, 2025. 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 18, 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 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

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 (OCTOBER 1, 2024 – MAY 31, 2025) (SG 1)

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

WHEREAS, In 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 four (4) days per week; and

WHEREAS, District Administration has negotiated a new Contract with Project L.E.E. Inc., to provide such services for four (4) days per week at the preparatory level at a cost not to exceed \$52,000 for the period effective 10-1-2024 and to terminate 5-31-2025; 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 \$52,000 for the period October 1, 2024 through May 31, 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
PROJECT L.E.E., INC**

THIS AGREEMENT, made this 17th day of October 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 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, STOP Grant, and Student Mental Health Supports 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, STOP Grant, and Student Mental Health Support Grant objectives for October 1, 2024 – May 31, 2025 including:

- Student mentoring at both Preparatory schools
- Motivational workshops for at-risk students
- Four (4) days per week
- Social emotional learning (SEL) support to students

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 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 \$52,000 to be paid in eight (8) monthly installments of \$6,500 on the last day of each month (October 2024 – May 2025) for four (4) days per week of student support services. 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. 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, 2024 to May 31, 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 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Bilson seconded by Mr. Paretto.

APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY SCHOOL DISTRICT OF THE CITY OF NIAGARA FALLS AND INSTITUTE FOR AUTISM RESEARCH AT CANISIUS UNIVERSITY (OCTOBER 18, 2024 – JUNE 30, 2025) (SG 1)

WHEREAS, The City School District of the City of Niagara Falls continuously seeks to continuously improve our Autism program; and

WHEREAS, Dr. Marcus Thomeer has provided numerous trainings and support in the past to the District Autism programs; and

WHEREAS, Dr. Marcus Thomeer is a professor at the Institute for Autism Research and has specialized in working with students with Autism; and

WHEREAS, District Administration has negotiated a Contract with Institute for Autism Research at Canisius University to provide such services at a cost not to exceed \$10,000 (54 hours at \$185 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 Institute for Autism Research at Canisius University (10-18-2024 - 6-30-2025) at a sum not to exceed 54 hours for \$10,000 for the period effective October 18, 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
Institute for Autism Research at Canisius University

THIS AGREEMENT, made this 17th day of October 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 Institute for Autism Research at Canisius University, 2001 Main Street, Buffalo, NY 14208.

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: Institute for Autism Research at Canisius University shall provide and render to the District the usual and customary services of a contractor for professional services, during the school year, including:

- Support and training of teachers and staff in the District Autism program
- Directly working with the District Special Education coach to support the teachers and staff in the Autism 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. Institute for Autism Research at Canisius University (Dr. Marcus Thomeer) shall not be an employee of the District. Dr. Marcus Thomeer 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 Institute for Autism Research at Canisius University for services hereunder a sum not to exceed \$10,000 to be paid in monthly installments. Payment checks payable to the order of Institute for Autism Research at Canisius University will be deemed full payment to and acquittance by Institute for Autism Research at Canisius University.

5. Indemnification. To the fullest extent permitted by law, Institute for Autism Research at Canisius University shall indemnify and hold harmless the District, its agents, servants, and/or employees from and against any and all costs, losses, and damages arising out of the performance of its services under this Agreement excepting, however, the negligent acts or omissions of the District, its agents, servants and/or employees.

6. Taxes and Insurances. Institute for Autism Research at Canisius University shall maintain general liability insurance in amounts acceptable to the District. All policies shall name the District as additional party insured. Institute for Autism Research at Canisius University 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 18, 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 Jason Scott under this Agreement are unique and personal. Accordingly, Institute for Autism Research at Canisius University shall not transfer or assign and/or subcontract any of the rights or delegate any of the duties or obligations under this Agreement without the prior written consent of the District and any attempted such transfer, assignment delegation and/or subcontracting without such written consent shall be void.

9. Entire 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 vote was as follows:

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

**Nays: None.
Carried.**

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 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 \$297,899.18; 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 \$14,894.96; and

WHEREAS, The amount of payment the District will issue shall be \$297,899.18 less the required 5% retainage (\$14,894.96) as outlined in the contract, \$283,004.22; 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 \$283,004.22 to Scrufari Construction Company 3925 Hyde Park Blvd Niagara Falls, NY 14305 in accordance with the Application and Certificate for Payment #07; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 3 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 \$28,300.00; 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 \$1,415.00; and

WHEREAS, The amount of payment the District will issue shall be \$28,300.00 less the required 5% retainage (\$1,415.00) as outlined in the contract, \$26,885.00; 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 \$26,885.00 to MKS Plumbing Corp. 19 Ransier Dr West Seneca, NY 14224 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 7 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 \$294,078.42; 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 \$14,703.92; and

WHEREAS, The amount of payment the District will issue shall be \$294,078.42 less the required 5% retainage (\$14,703.92) as outlined in the contract, \$279,347.50; 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 \$279,347.50 to Frey Electrical Construction Corp. 100 Pearce Ave Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 7 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 \$748,941.40; 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 \$37,447.07; and

WHEREAS, The amount of payment the District will issue shall be \$748,941.40 less the required 5% retainage (\$37,447.07) as outlined in the contract, \$711,494.33; 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 \$711,494.33 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 7 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 \$306,775.00; 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 \$15,338.75; and

WHEREAS, The amount of payment the District will issue shall be \$306,775.00 less the required 5% retainage (\$15,338.75) as outlined in the contract, \$291,436.25; 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 \$291,436.25 to John W. Danforth 300 Colvin Woods Parkway Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 4 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 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 \$42,550.79; 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 \$2,127.54; and

WHEREAS, The amount of payment the District will issue shall be \$42,550.79 less the required 5% retainage (\$2,127.54) as outlined in the contract, \$40,423.25; 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 \$40,423.25 to Greater Niagara Mechanical 7311 Ward Rd North Tonawanda, NY 14120 in accordance with the Application and Certificate for Payment #04; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

**APPROVAL OF PAYMENT NO. 7 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 \$11,420.00; 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 \$571.00; and

WHEREAS, The amount of payment the District will issue shall be \$11,420.00 less the required 5% retainage (\$571.00) as outlined in the contract, \$10,849.00; 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 \$10,849.00 to U&S Services (Stark Tech) 95 Stark St Tonawanda, NY 14150 in accordance with the Application and Certificate for Payment #07; 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.

The vote was as follows:

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

Nays: None.

Carried.

The following was approved on a motion by Mr. Paretto seconded by Mr. Vilardo.

APPROVAL OF PAYMENT NO. 6 TO JOHNSON CONTROLS, INC. FOR LABOR AND ELECTRICAL CONTROLS CONTRACTING WORK FOR THE A BREATH OF FRESH AIR (ABOFA) CAPITAL IMPROVEMENT PROJECT (CIP)

WHEREAS, The Board of Education executed a Contract dated February 28, 2024, with Johnson Controls Inc for Labor Controls 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, Johnson Controls Inc has submitted an Application and Certificate for Payment, AIA Document G732, for services rendered and material furnished in the amount of \$52,661.37; 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 \$2,633.07; and

WHEREAS, The amount of payment the District will issue shall be \$52,661.37 less the required 5% retainage (\$2,633.07) as outlined in the contract, \$50,028.30; 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 \$50,028.30 to Johnson Controls Inc 130 John Muir Dr #100 Amherst, NY 14228 in accordance with the Application and Certificate for Payment #06; 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.

The vote was as follows:

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

Nays: None.

Carried.

7. Review of the Proposed Policy

7.01 None.

8. Information and Reports

8.01 Public Comment on Non-Agenda Items

8.02 Superintendent's Report

Mr. Laurie thanked both parent presenters for outstanding presentations. The District is exploring Floor Time or a similar program to have a balanced approach to educating children with learning differences.

Mr. Carella and Mrs. Buchman will attend a Science of Reading presentation at Starpoint.

On Wednesday at NFHS at 8:30 a.m., a Finance Fair sponsored by Bank on Buffalo for students will be held.

Saturday, November 2, 2024 at noon at NFHS Walk the World will again be held. Last year 600-700 people attended.

A grade three student at 79th Street School, Nakia Johnson, has published a children's book, Make Your Dreams Come True. Tomorrow at 79th at 1 p.m. she will sign books, which Mr. Laurie will attend.

On October 23, 2024 from 4 p.m. to 6 p.m. the Joe Jacob Elementary Run will take place at Calendrelli Field.

Staci Rowe apprised Mr. Laurie that Aeropostale donated a truckload of hygiene items and clothing to the District for families and Capital Cleaners donated clothing, too. Many thanks to them.

Mr. Laurie and some Board members will attend the NYSSBA Convention in NYC. He is pleased to attend, and expects to see, as he often has in the past, that the District is already implementing many suggested programs, initiatives, and improvements. He will share information he learns.

Thank you, Mr. Paretto, for voting at the virtual NYSSBA Business meeting.

8.03 Board Members Report and Comments

Mr. McLeod enjoyed parent presenters and encouraged Ms. Adams to work for this District.

Mr. Paretto thanked presenters, who were very informative. He extended the Board's assistance in education the public about these groups.

Mr. Vilardo also thanked the presenters. He agrees that the District is wany ahead of other Districts across the State. He congratulated his niece, Carmella Vilardo, who is a grade eight student recently featured in the Niagara Gazette for her soccer prowess. Miss Vilardo leads the Wolverines with a team-high 20 goals, including five hat tricks this season. She is a soccer star in the Niagara Frontier League.

Mr. Petrozzi expressed that the parent presenters gave the best, most concise presentations on the subjects he has yet seen, and will invite them to present to Empower.

9. Advanced Planning

9.01 Future Agenda Items

9.02 Future Meeting Dates

BRS Thursday, Nov. 7, 2024	ARS/Regular Mtg. Thursday, Nov. 21, 2024
1. Science of Reading	1.
	2.
	3.
2. Review of Board Meeting Agenda Items – Nov. 21 st 3. Regular Board Meeting – <i>Mr. Laurrie, Mrs. Glaser,</i> <i>Ms. Massaro</i>	4. Review of Board Meeting Agenda Items – Nov. 21 st Regular Board Meeting – <i>Mr. Laurrie, Mrs.</i> <i>Glaser, Ms. Massaro</i>

10. Adjournment

The Board entered Executive Session at 7:29 p.m. on a motion by Mr. Vilardo seconded by Bilson for the purpose of discussing a collective bargaining agreement.

10.01 Motion to exit executive session and adjourn at 8:26 p.m. by Mr. Vilardo, seconded by Mr. Paretto in memory of:

Robert Colletti, father of retiree Sharon Colletti.

Robert Naughton, brother-in-law of retired teacher Deborah Deuro-Naughton.

Wayne Van Fleet, General Counsel, ON-BOCES.

The vote was as follows:

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

Nays: None.

Carried.

Respectfully submitted,

Judith Glaser, District Clerk