

A G E N D A



**PLANNING SESSION OF THE
BOARD OF EDUCATION**

**May 23, 2023
7:30 p.m.**

**Beach Street Middle School
17 Beach Street**

**Submitted by:
Dr. Paul Romanelli
*Superintendent of Schools***

A G E N D A
PLANNING SESSION OF THE BOARD OF EDUCATION
May 23, 2023

Beach Street Middle School Media Center

West Islip, New York

- I. CALL TO ORDER
- II. QUORUM COUNT
- III. MINUTES: A motion is needed to approve the minutes of the May 11, 2023 Regular Meeting.
- IV. ANNOUNCEMENTS
- V. PERSONNEL
- VI. APPROVAL
 - A. Standard Work Day Resolution for Employees – Security Guards (Guard 1) – 8.0 hours/day
 - B. Capital Markets Advisors, LLC – Financial Advisory Services Agreement 2023-2024
 - C. Hempstead UFSD - Health & Welfare Services Agreement 2022-2023 \$1,026.57
- VII. EXECUTIVE SESSION: *The Board will adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will reconvene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.*
- VIII. CLOSING – Adjournment

The Board may adjourn during the course of the meeting for an Executive Session, at the conclusion of which, the Board will re-convene/ act upon any such items as may be necessary prior to discussion of the next agenda item, or adjournment, as the case may be.

**REGULAR MEETING OF THE BOARD OF EDUCATION
May 11, 2023 – Beach Street Middle School**

PRESENT: Mr. Tussie, Mr. Antonello, Mrs. Brown, Mrs. Kelly, Mr. Maginniss, Mr. McCann

ABSENT: None

ADMINISTRATORS: Dr. Romanelli, Mrs. Morrison, Mrs. Pellati

ABSENT: None

ATTORNEY: Mr. Vigliotta

Meeting called to order at 7:30 p.m. followed by the Pledge.

The Board members and administrative staff recognized Mr. Maginniss for his 12 years of service on the School Board and for all his dedication and hard work on behalf of the students and the community. On behalf of all former Board members, Mr. Gellar, Mrs. LaRosa and Mr. O'Connor thanked Mr. Maginniss for always putting the students first and for his years of service not only on the Board of Education, but also his 20 years of service volunteering his time to the Special Needs Soccer League.

ANNOUNCEMENTS:

School Safety

Dr. Romanelli gave an update to the public regarding school safety. Dr. Romanelli spoke about how Sean McAlevey, Director of School Safety, is collecting data on security topics and if the district did decide to have armed guards, what that could look like. Dr. Romanelli spoke about the possibilities of having an outside company oversee the whole operation or have the district utilize their own security team since 90% are retired police officers, three are active police officers and 80 % have licensing. Dr. Romanelli explained that having armed guards does not eliminate wait time in an emergency situation and it still takes time for a response. He also spoke about the cost which would be under \$100,000, and other additional costs such as license renewal, psychological exams etc. Dr. Romanelli spoke about how hiring armed guards is a complex issue and data is being presented and the district is speaking with other districts like East Islip who have implemented the program.

Mr. Tussie thanked Dr. Romanelli for the update and informed the audience that a decision would not be made until all the data is researched.

Noresco – Solar Presentation

A presentation took place regarding solar panels in the district.

APPROVAL OF MINUTES:

Motion was made by Richard Antonello, seconded by Peter McCann, and carried when all Board members present voted in favor to approve the minutes of the April 19, 2023 Regular Meeting, and the April 19, 2023 Budget Adoption.

RECOGNITION

West Islip Association of School Administrators (WIASA)
Information Technology
West Islip Teachers Association (WITA)
Nurses
Teamsters Local 237 Clerical

PERSONNEL

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve ADMINISTRATIVE: APPOINTMENT OF ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES: James Cameron, effective 7/1/2023 – 6/30/2026.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve the 5/11/2023 Personnel Agenda as listed below:

TEACHERS

T-1 REGULAR SUBSTITUTE

Victoria Caccamo, Science
Effective May 1, 2023 to June 30, 2023
(High School; Step .5⁴; Replacing Annelise Muscietta {LOA})

T-2 RESIGNATION

John Guerriero, Psychologist
Effective July 1, 2023
(High School)

CIVIL SERVICE

CL-1 RESIGNATION

Marissa Fiore, Office Assistant
Effective May 19, 2023
(Paul J. Bellew)

Nancy Fredericks, Part-Time Food Service Worker
Effective April 24, 2023
(Beach Street)

Charles Ogburn, Guard
Effective April 19, 2023
(Security)

Kimberly Richichi, School Teacher Aide
Effective May 12, 2023
(High School)

CL-2 PROBATIONARY APPOINTMENT

Kristi Macchione, Contingent, Provisional Account Clerk
Effective May 22, 2023
(District Office; Step 1; replacing Eva Gonzalez {reassigned})

Kimberly Richichi, Provisional Senior Account Clerk
Effective May 12, 2023
(District Office; Step 1; replacing June Connell {resigned})

CL-3 **SUBSTITUTE ASSISTANT COOK** (\$18.85/hr)

Jennifer Garofalo, effective May 12, 2023

CL-4 **SUBSTITUTE CUSTODIAN** (\$15/hr)

Amanda Neilson, effective May 12, 2023

OTHER

ADULT EDUCATION 2023-2024

Michelle Grover, Secretary (\$3,840/semester)

DRIVER EDUCATION 2023-2024

Georgette Taylor, Instructor (\$1,500/session)

Chris Taylor, Instructor (\$1,500/session)

Patricia Stack, Instructor (\$1,500/session)

Lorraine Kolar, Secretary (\$1,382/session)

ENRICHMENT 2023-2024

Lorraine Kolar, Secretary (\$848/semester)

PERMANENT SUBSTITUTE TEACHER (\$150 per diem)

Kristen Bergin, effective September 1, 2023 through June 26, 2024

Christina Bonfiglio, effective September 1, 2023 through June 26, 2024

Shannon Culkin, effective September 1, 2023 through June 26, 2024

Jesse Donnarumma, effective September 1, 2023 through June 26, 2024

Danielle Ferruggiari, effective September 1, 2023 through June 26, 2024

Paige Fogarty, effective September 1, 2023 through June 26, 2024

Paige Gillespie, effective September 1, 2023 through June 26, 2024

Holly Gozinsky, effective September 1, 2023 through June 26, 2024

Sierra Kohler, effective September 1, 2023 through June 26, 2024

Isabella Lumley, effective September 1, 2023 through June 26, 2024

Destiny Parsons, effective September 1, 2023 through June 26, 2024

Joyce Ronayne, effective September 1, 2023 through June 26, 2024

SUBSTITUTE TEACHER

Victoria Caccamo, effective April 21, 2023, leave replacement (\$253.28 per diem)

SUPERVISION HELP (\$83.66/event)

Dominick LaFerrara, Jr., effective March 30, 2023

RESIGNATION

Courtney Arnold, Preferred Substitute

Effective April 24, 2023

CURRICULUM:

Mrs. Morrison informed the audience that Celebrate Education is on May 16, 2023. There will be a district wide art show, music performances, planetarium demonstrations, robotic team, tour of the updated fitness center and virtual enterprise.

Mrs. Morrison advised that IB/AP testing started on April 29 and ends May 19 and approximately 300 students are participating in AP and IB testing. Beach Street and Udall Middle Schools will be celebrating Wellness Day on May 25 and there will be a full day of celebration dedicated to supporting the mental health and wellbeing of the students.

Mrs. Morrison spoke about 4th grade students a P.J. Bellew taking a field trip to the Suffolk County Police Headquarters in Riverhead. The students visited the crime lab; the museum and outdoor area where they watched a helicopter take off and land. They also watched Canine dogs sniffing for explosives and saw the Jaws of Life being used on a “mock” victim and a motorcycle parade. All the students had a great time.

Mrs. Morrison advised on how great strides were made at all levels this year in every department and the district looks forward to this continuing for the upcoming school year.

Education Committee: Richard Antonello reported on the meeting held 5/9/23. Items reviewed included updates on the Profile of a Graduate, the Code of Conduct, MTSS Grant work and kindergarten screening.

Finance Committee: Ron Maginniss reported on the meeting held on 5/9/23. Items reviewed included the March treasurer’s report, March extra-curricular report, March payroll summary, March financial statements, March internal claims audit report, April system manager audit report, payroll certification forms, surplus, contracts and bids. Mrs. Pellati advised the committee that R.S. Abrams, the district’s external auditors, would be doing interim audit testing on May 10, 2023 and the year-end audit is scheduled to take place in August.

Special Education Committee: Debbie Brown reported on the meeting that took place on 5/10/23. Items reviewed included CSE and CPSE IEP’s are being reviewed and all middle and high school annual reviews are complete. The partnership with Effective School Solutions has commenced and they will be providing mental health services and behavioral programs. The Unified Basketball Team won the last of three games and the next game will decide if they are in the playoffs. The next meeting will be on June 7, 2023 at 8:30 a.m.

Health and Wellness Committee: Grace Kelly reported on the meeting held 5/9/23. Items reviewed included Financial Report, the “Don’t Press Send” presentations were very informative and well received by students and staff, Health & Wellness Senior Scholarships will be awarded to two recipients who will receive \$500, and Halloween Hustle Community Event was discussed and participants will navigate through Halloween-themed stations. Other items discussed were online gambling concerns and there was a slight change to the Health & Wellness Alliance Mission Statement, “abuse” was replaced with “use and misuse”.

FINANCIAL MATTERS:

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve 2022-2023 General Fund budget transfers 4290-4302 and Capital Fund – 4291.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Bids 2023-2024: #2301 Refrigeration Repair and Services; #2302 Gates and Chain Link Fencing; #2304 Printing; #2305 Athletic Uniforms; #2306 Building and Grounds Uniforms.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Contracts 2022-2023: Smithtown CSD Special Education Contract; Oyster Bay East Norwich CSD Special Education Contract; South Huntington UFSD Health Services Contract - \$30,779.80.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve Surplus: Piano ~ Manetuck Elementary

PRESIDENT'S REPORT:

Additional discussion of the 2023-2024 Regular Meeting and Planning Session Dates and Locations.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve BOCES Multi-Year Service Agreement – Fiber WAN Services – 7/1/2023 to 6/30/2026.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approve The Bridges Academy Lease Agreement – Second Amendment.

SUPERINTENDENT'S REPORT

Dr. Romanelli spoke about Performance Based Assessments and explained that not all students learn best through standardized tests and regents exams and how there are different ways students can learn. He referred to the "Most Likely to Succeed" film and how it showcased students creating something. He also spoke about how Artificial Intelligence is surpassing information like ChatGBT, Alexa and Google and how students need to be applying this technology in school.

Dr. Romanelli also spoke about the work the district has been doing this year regarding creating a Profile of a West Islip High School graduate. A survey was done regarding a Profile of a Graduate and identifying six areas the district believes are the skills and knowledge needed to be successful after high school in West Islip. The results of this survey was recently presented to Art Class students at the high school and these students will be creating a visual presentation on the results. This presentation and the survey results will be shared with the community and Board of Education in June.

Dr. Romanelli commended Ryan Vollmuth, Transition Coordinator, who organized the Career Fair in combination with the West Islip Chamber of Commerce and the West Islip Fire Department. Dr. Romanelli also thanked Mr. Bosse for all his efforts regarding the Solar presentation.

REMINDER:

Mr. Tussie thanked the West Islip Chamber of Commerce and American Legion and other community groups who will be hosting the Tom Compitello Memorial Barbeque following the annual Memorial Day Parade. The barbeque is free for all parade participants and their families. Mr. Tussie encouraged everyone to come down to the shack at Paul J. Bellew.

The following residents wished to speak during "Invitation to the Public":

Maureen Pike - Mrs. Pike is a paraprofessional in the district who loves her job. Mrs. Pike spoke about how hard the job can be and the many things paras do for the students on a daily basis. Mrs. Pike feels that paraprofessionals do more than most parents would ever know and that teachers are the backbone of the school and the paras are the heart and feels that they deserve more. Mr. Tussie advised Mrs. Pike that he knows what paraprofessionals mean to the children and thanked her for the job that she does.

Doreen Hantzschel – Mrs. Hantzschel spoke about the DEI Committee and asked if the Board would think about having the meetings open to the public. She also asked about having headings regarding the DEI subcommittees in the notes from the meeting. Mrs. Hantzschel also requested more time to speak at the board meetings.

Brian Washington – Mr. Washington spoke about being a swim coach for 30 years and has a great deal of experience regarding pool renovations. He asked the Board to consider adding deck space to the high school pool when considering renovations for the pool, and explained how this would open the pool to many swimming events and bring in income. Mr. Washington also offered to volunteer his time and knowledge when the district is deciding on improvements to the high school pool.

Kim Cairns – Mrs. Cairns spoke about the importance of children knowing what to do in an emergency at school and asked if parents could receive a guide on the various school drills. Mrs. Cairns also asked if Parent Academies can be recorded for parents that who are unable to attend. Dr. Romanelli advised that he can consider this in the future and more academies may be added. Mrs. Cairns asked if the data that is being collected regarding armed guards could be shared with the community and what the timeline would be for a decision on armed guards. Mr. Tussie advised that it is not fair to put a timeline on this decision but would prefer the decision be sooner rather than later. Dr. Romanelli advised that this decision would be on the forefront and the district would continue to report on this subject.

ANNOUNCEMENT:

Mr. Tussie reminded everyone that Celebrate Education will be held on 5/16/2023 and to vote on Tuesday.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to adjourn to Executive Session at 8:55 p.m. for the purpose of discussing personnel, negotiations, and/or litigation.

Meeting reconvened at 9:48 p.m. on motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Motion was made by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor to approved resolution re: Education Law §913 Examination – Employee “A”.

A Motion to approve the following Resolution was unanimously approved by those present, on Motion by Richard Antonello, seconded by Peter McCann.

RESOLVED, that Pursuant to §913 of the Education Law, the employee named in executive session and referred to as Employee “A” is hereby directed to appear for a medical examination in the office of Dr. Carl B. Friedman, and it is

FURTHER RESOLVED, that Dr. Carl B. Friedman is hereby appointed school medical inspector pursuant to §913 of the Education Law in order to evaluate said employee’s ability to perform his employment duties.

Meeting adjourned at 9:50 p.m. on a motion by Richard Antonello, seconded by Peter McCann and carried when all Board members present voted in favor.

Respectfully submitted,



Mary Hock
District Clerk

PERSONNEL

Consider recommendations of the Superintendent of Schools on the following items:

ADMINISTRATIVE

A-1 RESIGNATION

Debbie Langone, Director of Science & Engineering Technology
Effective July 1, 2023
(Districtwide)

TEACHERS

T-1 PROBATIONARY APPOINTMENT

Alessia Tocco, Family and Consumer Science
Effective September 1, 2023
(Beach & High School; Step 0.5 ³, replacing Janine Lalia {resigned})

In order to be granted tenure a classroom teacher or building principal shall have received composite or overall annual professional performance review ratings pursuant to Education Law § 3012-d of either effective or highly effective in at least three of the four preceding years and if a classroom teacher or building principal receives an ineffective composite or overall rating in the final year of the probationary period he or she shall not be eligible for tenure at that time.

T-2 PROBATIONARY APPOINTMENT (AMENDED)

Daniel Varney, Science
Effective September 1, 2023
(High School; Step 11 ⁶; change in step from 4 ⁶)

TEACHING ASSISTANTS

TA-1 RESIGNATION

Kathryn Ginty, Special Education
Effective July 1, 2023
(Manetuck)

CIVIL SERVICE

CL-1 CHANGE IN TITLE

John Barclay, Acting Head Custodian
Effective March 31, 2023 through April 16, 2023 and April 25, 2023 through May 30, 2023
(Manetuck; Step 7; change from Custodial Worker I)

Joseph Finn, Acting Head Custodian
Effective April 17, 2023 through April 24, 2023
(Manetuck; Step 12; change from Custodial Worker I)

John Barclay, Custodial Worker I
Effective May 31, 2023
(Manetuck; Step 7; change from Acting Head Custodian)

CIVIL SERVICE, continued

CL-1 **CHANGE IN TITLE, continued**

Joseph Finn, Custodial Worker I
Effective April 25, 2023
(Manetuck; Step 12; change from Acting Head Custodian)

CL-2 **RESIGNATION**

Irene Curto, Special Education Aide
Effective June 24, 2023
(Paul J. Bellew)

Nicole Daley, Special Education Aide
Effective June 17, 2023
(High School)

CL-3 **RETIREMENT**

Mary Baritis, Cafeteria Aide
Effective June 24, 2023
(24 years)

Deborah Sullivan, Custodial Worker I
Effective June 3, 2023
(22 years)

OTHER

SUBSTITUTE TEACHERS (\$130 per diem)

- *Victoria Delgado, effective May 24, 2023
- *Ashley Dohrt, effective May 24, 2023
- *Madison Haydon, effective May 24, 2023
- *Jeanne Lauben Butler, effective May 24, 2023
- *James Miraval, effective May 24, 2023
- Cristina Pascarella, effective May 24, 2023

PREFERRED SUBSTITUTE

Kaya Konopa
Effective May 24, 2023
(High School; \$171.83/day; replacing Courtney Arnold {resigned})

ATHLETIC TRAINER 2023-2024

Kevin Kilkenny

EQUIPMENT/UNIFORM COORDINATORS 2023-2024

Steve Mileti, High School
Brian Cameron, Udall
James Klimkoski, Beach

**Conditional pending fingerprinting clearance*

Received Date

Standard Work Day Resolution for Employees*

AGENDA ITEM VI.
 APPROVAL A.
 SM 5/23/2023

Please type or print clearly
 in blue or black ink

Employer Location Code

7 4 7 3 1

See Instructions for completing form on reverse side

RS 2418

(Rev. 05/22)

BE IT RESOLVED, that the WEST ISLIP UFSD, Location code 74731 hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the clerk of this body:

| Title | Standard Work Day (Hrs/day) |
|---------------------------|-----------------------------|
| SECURITY GUARDS (GUARD I) | 8.0 |
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On this _____ day of _____, 20__

 (Signature of Clerk) Date enacted: _____

I, Mary Hock, clerk of the governing board of the West Islip UFSD

 (Name of Employer)

of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the _____ day of _____, 20__ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

I further certify that the full board, consists of _____ members, and that _____ of such members were present at such meeting and that _____ of such members voted in favor of the above resolution.

IN WITNESS WHEREOF, I hereunto
 Set my hand and the seal of the

West Islip UFSD

 (Name of Employer)

(seal)

*To be used for all employees. Please list Elected and Appointed Officials on the form Standard Workday and Reporting Resolution for Elected and Appointed Officials (RS2417-A) .

For important information and instructions – See Back Page

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2023 by and between the West Islip Union Free School District (the "District") and Capital Markets Advisors, LLC ("CMA") a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with tax anticipation note, serial bond and bond anticipation note financings (the "Issue") undertaken by the District during the term of this Agreement.

- 1.01 Discuss a plan of financing which will include CMA's analysis and recommendations to the District regarding structuring alternatives, marketing, method of sale, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the District and CMA agree should be included in the plan of financing.
- 1.02 Make presentations to the Board of Education and members of the public, at the Board's request, concerning the debt issuance process, the credit rating process, or related topics.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the District, including but not limited to: official statement, notice of sale and bid sheet, cash flow statement, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Upon the request of the District, CMA will assist the District in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants and take such other actions requested by the District to efficiently manage each Issue.
- 1.06 Participate in the sale of the debt, confirm net or true interest cost calculation and verify underwriter's compensation.
- 1.07 Assist the District with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.09 Provide Continuing Disclosure as required by the US Securities & Exchange Commission.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the District as described in Section 1 hereof, CMA's fees, some of which are contingent on an issue closing, will be as follows:
 - For bond issues: a base fee of \$8,500 plus \$0.80 per each \$1,000 of bonds issued;
 - For note issues: \$6,650
 - For special projects including state aid assistance: hourly at \$195
 - For Continuing Disclosure: annual fee of \$2,600 inclusive of all required Event Notices.

Capital Markets Advisors, LLC

Independent Financial Advisors

- For refunding bond issues: a base fee of \$17,500 plus \$1.05 per \$1,000 of bonds issued
- 2.02 The District will pay normal issuance costs such as printing, postage, photocopying, overnight delivery and fees to Bond Counsel, Rating Agency and other associated expenses.
- 2.03 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to June 30, 2024.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the District, or the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the District. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the District. Information obtained by the CMA, either through its own efforts or provided by the District, included in the financing documents, or otherwise provided to the District, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to gross negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Conflicts of Interest Disclosure

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

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

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close.

Capital Markets Advisors, LLC

Independent Financial Advisors

- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

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

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a material legal event disclosures on its Form MA and two Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

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

Section 6 Binding Effect

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

Section 7 Governing Law

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

Section 8 Modification

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

Capital Markets Advisors, LLC

Independent Financial Advisors

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

Capital Markets Advisors, LLC

Richard Tortora

Richard R. Tortora
President & Principal

West Islip Union Free School District

By: _____

Name: _____

Title: _____

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this ___ day of _____, 2023 by and between the Board of Education of the WEST ISLIP Union Free School District (hereinafter "WEST ISLIP"), having its principal place of business for the purpose of this Agreement at, 100 Sherman Avenue, West Islip, New York and the Board of Education of the Hempstead Union Free School District (hereinafter "Hempstead UFSD"), having its principal place of business for the purpose of this Agreement at 185 Peninsula Blvd, Hempstead, New York.

W I T N E S S E T H

WHEREAS, WEST ISLIP is authorized pursuant to Section 912 of the Education Law, to enter into a contract with Hempstead UFSD for the purpose of having Hempstead UFSD provide health and welfare services to children residing in WEST ISLIP and attending a non-public school located in Hempstead UFSD,

WHEREAS, certain students who are residents of WEST ISLIP are attending non-public schools located in Hempstead UFSD,

WHEREAS, Hempstead UFSD has received a request(s) from said non-public school(s) for the provision of health and welfare services to the aforementioned student(s),

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

A. TERM

The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive, unless terminated early as provided for in this Agreement, and/or as authorized by law.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services provided by Hempstead UFSD to WEST ISLIP may include, but are not limited to the following
 - a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
 - b. dental prophylaxis,
 - c. vision and hearing screening examinations,
 - d. the taking of medical histories and the administration of health screening tests,
 - e. the maintenance of cumulative health records, and
 - f. the administration of emergency care programs for ill or injured students.

- *It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*
2. The services provided by Hempstead UFSD to WEST ISLIP shall be consistent with the services available to students attending public schools within the Hempstead UFSD.
 3. Hempstead UFSD shall perform all services under this Agreement in accordance with each student's Individualized Education Plan (IEP) if applicable.
 4. Hempstead UFSD shall perform all services under this Agreement in accordance with all applicable Federal, State, and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
 - The services of a school psychologist and/or a school speech therapist may be rendered on nonpublic parochial school premises only to the extent that such services are diagnostic in nature. To the extent that such services are therapeutic or remedial in nature, they may be rendered to a student attending a nonpublic parochial school only on a religiously neutral site.
 5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
 6. Hempstead UFSD shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to students pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
 7. Hempstead UFSD warrants that the services will be provided by health care providers that are properly licensed under the laws of the State of New York.
 8. Hempstead UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
 9. Both parties agree to provide the State access to all relevant records which the State requires to determine either Hempstead UFSD's or WEST ISLIP 's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

10. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
11. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement may be deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement and by law. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Act (IDEA).

C. COMPENSATION

1. In exchange for the provision of health and welfare services pursuant to this Agreement, WEST ISLIP agrees to pay Hempstead UFSD the sum of \$1,026.57 per eligible pupil for the 2022-2023 school year. Said amount shall be prorated accordingly for each student to accurately reflect the actual period of time during which services were provided to each student.
2. WEST ISLIP shall pay Hempstead UFSD within thirty (30) days of WEST ISLIP's receipt of a detailed written invoice from Hempstead UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

D. MISCELLANEOUS

1. Termination: This Agreement may only be terminated in accordance with applicable Law.
2. Defense / Indemnification:
 - a. Hempstead UFSD agrees to defend, indemnify and hold harmless WEST ISLIP, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Hempstead UFSD, its officers, directors, agents or employees in connection with the

performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

b. WEST ISLIP agrees to defend, indemnify and hold harmless the Hempstead UFSD, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of WEST ISLIP, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

3. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

WEST ISLIP :

Superintendent of Schools
WEST ISLIP UFSD
100 Sherman Avenue
West Islip, New York 11795

Hempstead UFSD: Superintendent of Schools
Hempstead Union Free School District.
185 Peninsula Blvd.
Hempstead, New York 11550

4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Nassau County, New York.

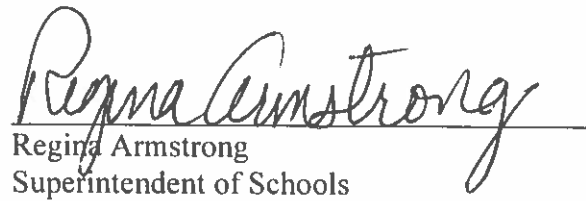
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
11. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties. Furthermore, this Agreement shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for WEST ISLIP .

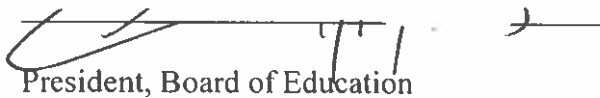
IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year written above.

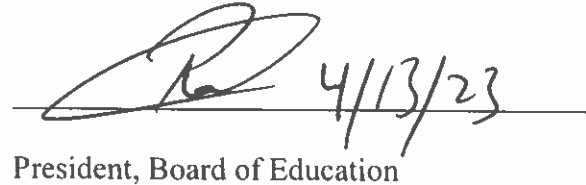
WEST ISLIP UFSD

HEMPSTEAD UFSD

Superintendent of Schools


Regina Armstrong
Superintendent of Schools


President, Board of Education


President, Board of Education



Hempstead UFSD

185 Peninsula Boulevard
Hempstead, NY 11550

INVOICE

1367

Invoice Date 05/01/2023
Customer No. 90

| |
|---|
| Customer / Bill To: |
| WEST ISLIP PUBLIC SCHOOLS 100 SHERMAN AVENUE WEST ISLIP, NY 11795 |

| |
|--|
| Remit To: |
| Hempstead UFSD 185 Peninsula Boulevard Hempstead, NY 11550 ATTN: Business Office |

| Phone | Fax | E-Mail Address | Terms | Invoice Amount |
|--------------|-----|--------------------------------|-------|----------------|
| 516-434-4071 | | smcmillan@hempsteadschools.org | | 1,026.57 |

| Items / Services | Cost Basis | Quantity | Unit Price | Amount |
|--|------------|----------|------------|----------|
| Balance Forward | | | | 0.00 |
| HEALTH & WELFARE SACRED HEART - 1 STUDENT | H & W | 1.00 | 1,026.570 | 1,026.57 |

TOTAL: 1,026.57

DETACH HERE AND SEND WITH PAYMENT

WEST ISLIP PUBLIC SCHOOLS
100 SHERMAN AVENUE
WEST ISLIP, NY 11795

Invoice No. 1367
Invoice Date 05/01/2023
Customer No. 90

Total Due: \$1,026.57

Mail Payments To:

Hempstead UFSD
185 Peninsula Boulevard
Hempstead, NY 11550
ATTN: Business Office

| |
|-------------------------|
| Amount Enclosed: |
|-------------------------|