LYNBROOK UNION FREE SCHOOL DISTRICT LYNBROOK BOARD OF EDUCATION MONTHLY MEETING

December 1, 2021 High School Cafeteria 7:30 PM

AGENDA Please turn off all cell phones

- 1. Salute to Flag
- 2. Roll Call
- Approval of Minutes: November 10, 2021 Regular Meeting & November 22, 2021 Special Meeting
- **4.** Art Gallery
- **5.** Presentation
 - A. Students: ArcGIS Challenge
- 6. Report from Trustees
 - A. Policy Committee

Second Reading and Adoption

- o Policy 0105 Equity, Inclusivity and Diversity in Education
- Policy 1230 Public Comment at Board Meetings
- o Policy 1500-E.1 Use of District Sports Fields & Facilities
- 7. OLD BUSINESS
 - A. Public Hearing: Volunteer Firefighters Tax Exemption
- 8. New Business
 - A. BOCES Budget Review Committee
- **9.** Superintendent's Report
 - A. Curriculum Update: High School Science Partnerships
 - B. Capital Projects Update
- 10. Public Comments
- 11. Superintendent's Recommendations
- **12.** Adjournment

NOTE: Speakers must identify themselves and state if they are either a resident or non-resident of the Lynbrook Union Free School District.

Superintendent's Recommendations

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following *Professional Personnel* Resolutions be approved:

RESIGNATIONS

21-12-C1 **ERIN DOUGHTY** Position: Teacher Assistant – Special

Education

Effective: 11/1/21 (close of business)

Assigned to: Kindergarten Explanation: Resigned

APPOINTMENTS

21-12-C2 **WILLIAM SUROWIEC** Position: Teacher Assistant – Special

Education

Effective: 11/15/2021

Probation: 11/15/2021 through 11/14/2025

1st year of a 4-year probation,

subject to applicable laws and regulations

regarding the granting of tenure.

Certification: Emergency COVID-19 Early Childhood

Education (Birth-2)

Pay Scale: Step 1

Assigned to: Kindergarten Center Explanation: Erin Doughty Resigned

21-12-C3 **TERESA VITUCCI** Position: Teacher Assistant

Effective: 11/29/2021

Probation: 11/29/2021-11/28/2025

Year 1 of a 4-year probation (unless sooner terminated in accordance with law or unless

otherwise modified)

Certification: Initial Childhood Education

Grades 1-6

Pay Scale: Step 1

Assigned to: Marion Street

Explanation: Kathleen Lecce Resigned

LONG TERM SUBSTITUTES

21-12-C4 **JAMIE POSNER** Position: Special Education Teacher

Status: Long-Term Substitute

Effective: 1/3/2022 – 6/30/2022 unless

sooner terminated in accordance with law

Certification: Students with Disabilities 7-12

Mathematics 7-12

Pay Scale: \$125 (1/3/22-2/14/22)

Class 4 Step 1A (2/15/22

-6/24/22)

Assigned to: High School

Explanation: Laura Auciello is taking Family

Medical Leave & Infant Care

Leave

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following *Civil Service Personnel* Resolutions be approved:

APPOINTMENTS

21-12-NC1 RITA VOLANTE Position: Teacher Aide

Effective: 12/6/2021 (Pending Civil

Service Certification)

Probation: 12/6/2021 – 6/7/2022

Usual 6-month Probation

Pay Scale: Step 1

Assigned to: Waverly Park Explanation: New Position

Upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following *Resolutions* be approved:

21-12-G1 WHEREAS, the Members of the Board of Education of the Lynbrook Union Free School District have learned with sorrow of the passing of Rita Perlmutter, former Teacher and Library Media Specialist in the Lynbrook School District; and

WHEREAS, Rita Perlmutter served as an employee of the Lynbrook Public schools for twenty years from 1973 through 1993, retiring from Marion Street School, and

WHEREAS, the Board of Education is mindful of the contributions made to our District by Rita Perlmutter during her years of service to our community;

BE IT RESOLVED, that the Board of Education records its sorrow, its sympathy and the esteem in which Rita Perlmutter was held; and

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the family of Rita Perlmutter, with the hope that they will find solace and comfort in the rich heritage of good works for which she is remembered and revered.

- 21-12-G2 BE IT RESOLVED, that Resolution 21-11-G5, Donation from Waverly Park PTA of 50/50 Mix of Topsoil and Organic Compost, be **AMENDED** to reflect an increase in the monetary value from \$320 to \$600.
- 21-12-G3 BE IT RESOLVED, that the Assistant Superintendent for Curriculum, Instruction, and Assessment be appointed Data Protection Officer, responsible for the implementation of policies and procedures required in Education Law 2-d and Part 121 of the Commissioners Regulations for the Lynbrook Union Free School District for the 2021-2022 school year.
- 21-12-G4 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the following be appointed as Club Advisors for Lynbrook High School for the 2021-2022 school year, unless otherwise changed by action of the Board of Education or the Superintendent of Schools.

Club Level Advisor

Grade 9 Advisers Freshman set fee Robyn Freiman

Karen Smith 2025

Student Diversity Council 1 Jennifer Krammer

21-12-G5 BE IT RESOLVED, that Resolution 21-10-G19 Musical Theatre Production Advisors, Waverly Park, be **AMENDED** to reflect the following changes for the 2021-22 school year:

Waverly Park

Art Advisor/Set Design Meghan Ceglie (replaces Heather Cocozza)
Costume Advisor Meghan Ceglie (replaces Heather Cocozza)

21-12-G6 BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed Per Diem Substitutes for the 2021-2022 school year at a rate of \$125.00 per day, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

Cori Sirota Mary Jo Bartash Jamie Posner

21-12-G7 BE IT RESOLVED, that, the Superintendent of Schools of the Lynbrook Union Free School District, has consulted with Mr. Martillotti, Director of Athletics, Physical Education and Health, and recommends the following to serve as Athletic Supervisors for the 2021-2022 school year, unless otherwise changed by action of the Board of Education:

Mariagrace Egan Brian Jacobs

21-12-G8

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools of the Lynbrook Union Free School District, the following be appointed Permanent Substitutes for the 2021-2022 school year at a rate of \$135.00 per day, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

Name School Cori Sirota Marion Street

Mary Jo Bartash North

21-12-G9 BE IT RESOLVED that the Superintendent of Schools of the Lynbrook Union Free School District accepts the resignation of the following Permanent Substitutes for the 2021-2022 school year, unless otherwise changed by action of the Board of Education.

Name School Effective Date
Alex Mazzola North Middle November 12, 2021

21-12-G10 0105 EQUITY, INCLUSIVITY, AND DIVERSITY IN EDUCATION

The Board of Education is committed to creating and maintaining a positive and inclusive learning environment where all students feel safe, included, welcomed, and accepted, and experience a sense of belonging and academic success.

Generally Accepted Beliefs and Agreements

All children deserve to have equal access to opportunity regardless of the color of their skin, their gender, their sexual orientation, the language they speak, their learning or developmental or physical disability or their socio-economic background. This freedom is fundamental to our K-12 education program and is extended to everyone without exception. However, the district also recognizes that students come from groups that may have been historically marginalized due to inequities associated with aspects of their identities and their contexts, including, but not limited to, race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, socioeconomic class or gender (including gender identity and expression). Racism, discrimination, and marginalization of any people or groups of people, whether intentional or not, have no place in our schools, our district or our community. Such actions damage not only those individuals and groups at which they are directed, but also our community as a whole. We are committed to addressing these inequities and helping each and every student to equitably access learning opportunities in school to enable them all to thrive and to build a better society.

Goals

The goal of the school district is to provide equitable, inclusive and diverse opportunities for all students to reach their highest potential. To achieve educational equity and inclusive education, the district will acknowledge the presence of culturally diverse students and the need for students to find relevant connections among themselves and the subject matter and the tasks teachers ask them to perform. The district will develop the individual and organizational knowledge, attitudes, skills, and practices to create culturally responsive learning and working environments that expect and support high academic achievement for students and employees from all diverse groups. Differences will not just be seen as strengths, but they will be nourished, celebrated, and welcomed because they are what make students and families unique.

The Superintendent or designee(s) will ensure that curriculum and instructional materials reflect the Board's commitment to educational equity. Curriculum and instructional materials for all grades shall reflect diversity and include a range of perspectives and experiences, particularly those of historically underrepresented groups. Class instructional activities and extracurricular programs shall be designed to provide opportunities for interactions that foster respect amongst diverse groups.

Equity and inclusive education is an ongoing process that requires shared commitment and leadership if a district is to meet the ever-evolving society, unique learning needs of all students, and diverse backgrounds of our communities and schools. The Board understands that equity and inclusive education is achieved when each adult collaborates and affirms each student by creating a respectful learning environment inclusive of actual or perceived personal characteristics.

Educational equity is based on the principles of fairness and ensuring that every student has access to the resources and educational rigor they need at the right moment in their education.

Inclusive education is based on the principles of acceptance and inclusion of all students. Students see themselves reflected in their curriculum, their physical surroundings and the broader environment, in which diversity is honored and all individuals are respected.

Diversity in education means students, staff, families and community are our greatest strength and diversity is viewed as an asset. Diversity means the condition of being different or having differences, including, but not limited to, sex, race, ethnicity, sexual orientation, gender, age, socioeconomic class, religion, and ability, and other human differences. Embracing these diversities and moving beyond tolerance and celebration to inclusivity and respect will help the district reach our goal of creating a community that

ensures that each and every voice is heard and valued.

Accountability, Transparency and Review

The Board, its officers and employees, accepts responsibility and will hold themselves and each other accountable for every student having full access to quality education, qualified teachers, challenging curriculum, full opportunity to learn, and sufficient, tailored support for learning so they can achieve in academics and other student outcomes. The district also accepts its responsibility for moving forward on this journey and to committing time, energy and resources to develop a more equitable, inclusive, and diverse welcoming environment for all students, parents and staff.

Equity Policy Communication

To be successful in this endeavor, it is imperative that all members of the school community are aware of this policy, its purpose, procedures and the district's commitment to equity and inclusion by fostering a positive learning environment that embraces all diverse, unique and individual differences.

The Superintendent, or designee(s), is directed to ensure that this policy is communicated to students, staff, and the community. This policy will be posted on the district's website, and will also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

Cross-ref: 9240, Recruiting and Hiring 9700, Professional Development

Adoption Date: December 1, 2021

21-12-G11 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District hereby adopts Policy 1230 Public Comment at Board Meetings as follows:

1230 PUBLIC COMMENT AT BOARD MEETINGS

The Board of Education recognizes its responsibility to hear and respond to public comment, and therefore encourages public participation on school related matters at Board meetings.

Any group or organization wishing to address the Board must identify a single spokesperson. Comments should be as brief as possible. In the event that a large number of persons wish to address the Board, the Board President may limit the length of comments such that no person will be permitted to speak for longer than three minutes. Speakers may comment on (1) any agenda item; (2) the meeting's formal presentation; or (3) any matter related to district business.

The Board will not permit in public session discussion involving individual district personnel or students. Persons wishing to discuss matters involving individual district personnel or students should follow the chain of command to present their comments and/or concerns to staff involved during regular business hours.

All speakers are to conduct themselves in a civil manner. Obscene language, libelous statements, threats of violence, and statements advocating racial, religious or other forms of prejudice will not be tolerated.

Persons making public comments at a Board meeting will address remarks to the Board. District officials will only respond to remarks upon the request of the President. Board members and the Superintendent shall have the privilege of asking questions of any person who addresses the Board.

The President is responsible for the orderly conduct of the meeting and shall rule on such

matters as the time to be allowed for public discussion, if any, the appropriateness of the subject being presented, and suitability of the time for such a presentation. The Board as a whole shall have the final decision in determining the appropriateness of all such rulings.

Adoption date: February 12, 1997 Revision date: December 1, 2021

21-12-G12 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District hereby adopts Policy 1500-E.1 Use of District Sports Fields & Facilities as follows:

1500-E.1 USE OF DISTRICT SPORTS FIELDS AND FACILITIES EXHIBIT

LYNBROOK PUBLIC SCHOOLS

OFFICE OF PHYSICAL EDUCATION, ATHLETICS & HEALTH
LYNBROOK HIGH SCHOOL
9 UNION AVENUE
LYNBROOK, NY 11563

FORM FOR USE OF DISTRICT SPORTS FIELDS & FACILITIES

TO:	Board of Education	DATE:			
The u	undersigned hereby makes app	olication on behalf of:			
		an association formed for			
sport	(name of organization) /activity))	(name of		
	(room, field	at d, high school gymnasium, etc.)	(name of		
*If red	(moquest is for regular weekly or m	onth(s), day(s) of week, exact times to nonthly meetings, please list dates be Sept	o begin & end) low:		
		Jan	_		
Mar_	Apr	May	Jun		
devot	ted to the following specific pur				
		e hereby agree to comply strictly waich ion governing the use of public-scho			

deny to any person participation in the use of school facilities on the grounds of race, religion or ethnic origin, to take the utmost care in the use of the school property arising from the occupancy of any portion of the building. We also agree that we will hold the

school district harmless against all claims, damages or causes, or action for damages arising during the use of the requested facilities and will indemnify the school district for all suits, orders, decrees and judgments entered on account of injuries to person or property sustained in and about such facilities due to the negligence of the undersigned. It is also understood that a majority of the team members/organization participants are residents of Lynbrook, unless otherwise stated at the time of signing.

A Certificate of Insurance with the insurance requirements listed on the next page naming Lynbrook Public Schools as additional insured must be attached to this form. It is necessary for supervisors to instruct their charges in building fire regulations at the beginning of each session.

PRINT Name of Organization Telephone#	ion Rep. Address to ma	ail
SIGNATURE of Organization Rep. Office/Facilities is to call	Telephone #(s) Athletic	
scheduled date	in case of cancellation on a	
Name of Organization Safety Liaison	Cell Number	
Request Approved Athletic Director/Facili	Date	

LYNBROOK PUBLIC SCHOOLS

INSURANCE REQUIREMENTS - USE OF FACILITIES

The organization shall purchase and maintain during the term of use the following insurance:

The policy naming the District as an Additional insured shall:

- A. Be an insurance policy from an A.M. Best "A" or "A+" carrier, licensed to conduct business in New York State.
- B. State that the organization's coverage shall be primary and non-contributory coverage for the Lynbrook UFSD, its Board of Education, employees and volunteers. It is the intent of this agreement that Additional insured status shall cover and extend to property and facilities including, but not limited to all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises.
- C. A copy of the Certificate shall be mailed to the District, with a provision that, in the event the policies are either cancelled or diminished, at least 30 days prior written notice by certified mail, return receipt requested, thereof shall be given to the
- D. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

- E. The Activities shall not commence until all insurance as required has been obtained and such insurance has been approved by the District.
- F. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.
- G. The facility user agrees to indemnify the District for applicable deductibles and self-insured retentions.
- I. Minimum Required Insurance:
 - a. Commercial General Liability Insurance \$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
 - Automobile Liability (When an organization's vehicle is brought on site) \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. Umbrella/Excess Insurance General Use

\$1 Million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability Coverage.

II. The facility user acknowledges that failure to obtain such insurance on behalf of the

district constitutes a material breach of contract. The facility user is to provide the district with a certificate of insurance, evidencing the above requirements have been

met, prior to the event.

Adoption date: February 12, 1997
Revision date: December 9, 2009
Second revision date: March 11, 2020
Third revision date: December 1, 2021

21-12-G13 WHEREAS, the Board of Education of the Lynbrook Union Free School District is the lead agency under the State Environmental Quality Review Process for the purpose of required determinations respecting the proposed Capital Improvement Projects as follows:

WEST END PLAYGROUND PROJECT

WHEREAS, in 1995, amendments were made to the SEQRA Regulation (Part 617) to classify projects, which will be excluded from the requirements for the preparation of an Environmental Impact Statement (Type II Actions). The project mentioned above is now classified as Type II Actions as determined by 6NYCRR§617.5 and

WHEREAS, this project falls under the following categories:

A. Maintenance or repair involving no substantial changes in an existing structure of facility;

B. Replacement, Rehabilitation or Reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds any of the thresholds in Section 617.4 of this Part;

THEREFORE, as the lead agency for the SEQRA determination, the above referenced project falls under Categories "A" or "B" above. The procedure for Type II Actions, with regard to the SEQRA Process for Capital Projects noted above is "No Additional Required Action under 6NYCRR§617.5(a)".

21-12-G14

BE IT RESOLVED, that Resolution12-08-G27, "Engineers Teaching Algebra, 8th-Grade Workshops", provided by Mark Love, Consultant, be **amended** to reflect an increase of \$800 for a total of \$4,250 due to the presentation being in-person instead of remote for the 8th grade Math classes at both North and South Middle School during the 2021 – 2022 school year.

NOW, THEREFORE, BE IT RESOLVED, that the Lynbrook Union Free School District hereby agrees to pay \$4,250 to the Consultant for the performance of said services, or at the discretion of the Board of Education of the Lynbrook Union Free School District.

21-12-G15

WHEREAS, on November 13, 2013, the Governor of New York signed an amendment to General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of best value and;

WHEREAS, the Purchasing Policy of the Lynbrook Union Free Schools District (Policy #6700), revised on January 14, 2015, authorizes the Purchasing Agent to enter into agreements under a contract of another political subdivision when seeking best value for goods and services; and

WHEREAS, Belfor USA Group was awarded a publicly bid contract for Disaster and Non-Disaster Restoration of Operational Services in a manner that constitutes competitive bidding consistent with the laws of the State of New York by the Board of Directors of Education Service Center Region 4, one of twenty regional education service centers established by the Texas Education Code, Chapter 8, to assist school districts and charter schools in improving efficiencies and student performance (Contract # R191601) on May 1, 2020 and that the Board of Directors of Education Service Center Region 4 has documented its approval of the continued use of this contract by other political subdivisions through the Omnia Partners per official action through April 30, 2022 with the option to renew for three (3) additional one-year periods through April 30, 2025;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems, authorizes the use of Belfor USA Group's Omnia Partners contract as a best value option for procurement for Disaster and Non-Disaster Restoration of Operational Services.

21-12-G16

WHEREAS, on November 13, 2013, the Governor of New York signed an amendment to General Municipal Law §103, subd. 16, which expands the use of cooperative contracts to include contracts let on the basis of best value and;

WHEREAS, the Purchasing Policy of the Lynbrook Union Free Schools District (Policy #6700), revised on January 14, 2015, authorizes the Purchasing Agent to enter into agreements under a contract of another political subdivision when seeking best value for goods and services; and

WHEREAS, Belfor USA Group was awarded a publicly bid contract for Job Order Contracting Services in a manner that constitutes competitive bidding consistent with the laws of the State of New York by the Board of Directors of Education Service Center Region 4, one of twenty regional education service centers established by the Texas Education Code, Chapter 8, to assist school districts and charter schools in improving efficiencies and student performance (Contract # R200101) on May 1, 2020 and that the Board of Directors of Education Service Center Region 4 has documented its approval of the continued use of this contract by other political subdivisions through the Omnia Partners per official action through April 30, 2022 with the option to renew for three (3) additional one-year periods through April 30, 2025;

NOW THEREFORE BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems, authorizes the use of Belfor USA Group's Omnia Partners contract as a best value option for procurement for Job Order Contracting Services.

21-12-G17 WHEREAS, the Lynbrook Union Free School District has a continued need for specialized COVID-19 testing during the 2021-2022 school year;

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the contract with ATC (Around the Clock) Testing & Screening to perform such services be extended from December 31, 2021 to December 31, 2022, unless otherwise changed by action of the Board of Education of the Lynbrook Union Free School District.

21-12-G18 WHEREAS, Transportation Bids for the 2021-2022 school year were publicly opened and read in the District Offices of the Valley Stream Central High School District on November 22, 2021;

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent for Personnel, Transportation and Student Support Services of the Lynbrook Union Free School District, the bids be awarded to the following as low responsible bidders meeting specifications.

First Student WE Transport Inc.

21-12-G19 WHEREAS, that upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems of the Lynbrook Union Free School District, the following transfers need to be made to prevent year-end negative balances for the 2021-2022 fiscal year;

BE IT RESOLVED, that upon the recommendation of the Assistant Superintendent for Finance, Operations, and Information Systems of the Lynbrook Union Free School District, that the following transfers be and hereby are approved:

Amount	То	Description	From	Description
52,000	1325-160-10-0003	Treasurer, Sal.	2250-471-00-0027	Hand. Public

60,000	1910-427-00-0003	Insurance	5540-400-00-0027	Hand. Trans
9,000	2110-434-00-0023	Instrument Rent.	2330-150-00-0021	Sum. HS Teach
75,000	2250-401-20-0027	Rel. Serv. HS	2250-471-00-0027	Hand. Public
10,000	2250-401-60-0027	Rel. Serv. WP	2250-472-00-0027	Hand. Private
15,000	2250-401-80-0027	Rel. Serv. OOD	2250-472-00-0027	Hand. Private

21-12-G20 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District acknowledges receipt of the Treasurer's Report and Warrants for October 2021 and directs it be placed on file in the District.

21-12-G21 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District ratifies the following transfer of funds:

 Payroll for October:
 \$ 3,941,995

 General Fund:
 \$ 5,548,586

 Federal Fund:
 \$ 345,161

 Capital Fund:
 \$ 2,967,603

21-12-G22 BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District has arranged that the following appropriate special education programs and/or services be provided as recommended by the Committee on Special Education:

CPSE

CSE

09/17/2021 20281131 10/05/2021 20220959 10/13/2021 20334003 10/25/2021 20311106 10/26/2021 20220008 10/27/2021 20320030 10/28/2021 20340040 10/29/2021 20314016 11/04/2021 99991181 11/08/2021 20220182 11/18/2021 20291467, 20280100 11/22/2021 99991191, 20291112

21-12-G23 **WHEREAS**, Section 466-c of the New York State Real Property Tax law ("RPTL") authorizes school districts in Nassau County to provide a partial real property tax exemption from school district taxation for eligible real property owned by a volunteer firefighter or volunteer ambulance worker; and

WHEREAS, the Board of Education of the Lynbrook Union Free School District believes it is in the best interest of the School District to extend the stated tax exemption to eligible members of incorporated volunteer fire companies, fire departments, and incorporated ambulance services in order to support these volunteers and their families, maintain the existing ranks of the volunteer corps, recognize long-serving members and encourage new members to join; and

WHEREAS, the Board of Education desires by this resolution to extend real property tax exemptions to qualified property owners who are eligible pursuant to RPTL §466-c; and

WHEREAS, a public hearing was held on December 1, 2021 in Lynbrook, New York;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Lynbrook Union Free School District, upon the recommendations of the Superintendent of Schools, hereby adopts the following:

- I. The Board adopts the exemptions as authorized in RPTL §466-c to a maximum ten percent (10%) exemption from taxation for real property owned by an enrolled member of an incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service, who has been certified as being enrolled for at least five (5) years, or by such enrolled member and spouse;
- II. Further, the Board adopts a lifetime exemption for an enrolled member of an incorporated volunteer fire company, fire department, or incorporated volunteer ambulance service who has accrued more than twenty (20) years of active service;
- III. Further, the Board adopts an exemption for an un-remarried spouse of an enrolled member who was receiving the exemption when he or she lost his or her life in the line of duty; and a lifetime exemption for an un-remarried spouse of an enrolled member who accrued at least twenty (20) years of active service and was receiving the exemption upon his or her death.