

# Westhampton Beach

Home of the Hurricanes  School District

## AGENDA

**TYPE:** Board Meeting

**DATE:** 8/15/2022      **TIME:** 7:00 PM

**LOCATION:**

**DETAILS:**

### 1. CALL TO ORDER

- |    |               |      |
|----|---------------|------|
| 1. | Call to Order | Info |
|----|---------------|------|

### 2. PLEDGE OF ALLEGIANCE

- |    |                      |      |
|----|----------------------|------|
| 1. | Pledge of Allegiance | Info |
|----|----------------------|------|

### 3. EDUCATIONAL PRESENTATIONS

- |    |                   |      |
|----|-------------------|------|
| 1. | Bond Presentation | Info |
|----|-------------------|------|

### 4. PUBLIC PARTICIPATION

- |    |   |      |
|----|---|------|
| 1. | Note: The audience is asked to kindly present all comments at this time. If the chairman deems it wise, participation may be limited to one (1) five-minute presentation. | Info |
|----|---|------|

### 5. MINUTES

- |    |   |        |
|----|---|--------|
| 1. | Approval of the minutes of the July 11, 2022 Reorganizational Meeting | Action |
|----|---|--------|

### 6. SPECIAL EDUCATION

- |    |   |        |
|----|---|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 6/21, 7/6, 7/7, 7/8 and 7/19. | Action |
|----|---|--------|

### 7. FINANCIALS

### 8. SUPERINTENDENT'S REPORT

- |     |   |        |
|-----|---|--------|
| 1.  | Resolution declaring the District as "Lead Agency" for a District-wide Capital Improvement Project and adoption of Type II Action SEQRA Determination   | Action |
| 2.  | Resolution calling for a Special District Meeting to be held on October 19, 2022 for the purposes of submitting a bond proposition to the voters of the District and approval of the Legal Notice related thereto | Action |
| 3.  | Resolution to Adopt the Internal Auditor's Risk Assessment Update Report  | Action |
| 4.  | Approval of the final Shared Services Contract with Eastern Suffolk BOCES for the 2021-22 school year   | Action |
| 5.  | Resolution authorizing the execution of the 2022 Summer transportation contract with Eastern Suffolk BOCES  | Action |
| 6.  | Approval of six (6) budget transfers  | Action |
| 7.  | Bid Award - Coach Bus Services  | Action |
| 8.  | Bid Award - Musical Instruments & Equipment   | Action |
| 9.  | Surplus Request - Middle School Library books   | Action |
| 10. | Surplus Request - HS Cafeteria Equipment & Appliances   | Action |
| 11. | Donation- C.J. Andrews Golf Scholarship for District's golf program   | Action |
| 12. | Resolution authorizing the execution of two (2) individual student tuition contracts for the 2022/23 school year  | Action |
| 13. | Resolution authorizing the execution of six (6) special education services contracts, funding under IDEA Sections 611 & 619 flow-through funds for the 2022-23 school year  | Action |
| 14. | Resolution authorizing the execution of a special education services contract with  | Action |

Wainscott Common School District for the 2022/23 school year

- |     |  |        |
|-----|--|--------|
| 15. | Resolution authorizing the execution of a tuition contract with the East Quogue School District for an individual student for the 2022/23 school year  | Action |
| 16. | Resolution authorizing the execution of six (6) home tutoring agency agreements for the 2022/23 school year  | Action |
| 17. | Resolution authorizing the execution of a contract with Matt Parsons, Owner Living Arts Aquarium for the HS Science WetLab for the 2022-23 school year | Action |
| 18. | Resolution authorizing the Superintendent of Schools to attend the NYSCOSS Fall Leadership Summit in Saratoga Springs, NY September 18-20, 2022        | Action |
| 19. | Resolution authorizing the execution of an MOA with the TA for additional coaching positions   | Action |
| 20. | Field Trip Request - HS Chorus student to All National Concert in Maryland   | Action |
| 21. | Textbook Adoption - HS AP Human Geography  | Action |
| 22. | Resolution authorizing the execution of Individual Contract Agreements   | Action |

## 9. PERSONNEL

- |     |   |        |
|-----|---|--------|
| 1.  | Resignation/MS Cook   | Action |
| 2.  | Resignation/MS Food Service Worker                                  | Action |
| 3.  | Rescind Appointment/0.5 FTE Nurse                                   | Action |
| 4.  | Revised Request for Childcare Leave of Absence/MS FACS Teacher      | Action |
| 5.  | Resignation/HS Math Teacher   | Action |
| 6.  | Appointment/HS Math Teacher   | Action |
| 7.  | Appointment/HS Art Teacher  | Action |
| 8.  | Appointment/HS 0.7 FTE Physical Education Teacher, 0.3 FTE Perm Sub | Action |
| 9.  | Appointment/HS English Leave Replacement Teacher                    | Action |
| 10. | Appointment/HS Special Education Leave Replacement Teacher          | Action |
| 11. | Appointment/HS Teacher Aide   | Action |
| 12. | Appointment/MS 0.4 FTE Study Skills, 0.6 FTE Permanent Substitute   | Action |
| 13. | Appointment/ES 0.4 FTE Reading-RTI Teacher, P/T Title, Perm Sub     | Action |
| 14. | Appointment/ES Permanent Substitute Teachers                        | Action |
| 15. | Appointment/HS Driver Education Teacher                             | Action |
| 16. | Appointment/Home Tutors, Proctors                                   | Action |
| 17. | Support Staff Compensation Rate - We Care                           | Action |
| 18. | Appointment/ES We Care Director                                     | Action |
| 19. | Appointment/Additional Sections                                     | Action |
| 20. | Resignation/Fall Coaching Staff                                     | Action |
| 21. | Appointment/Fall Coaches  | Action |
| 22. | Appointment/Substitutes   | Action |

## 10. REPORTS

- |    |          |      |
|----|----------|------|
| 1. | Postings | Info |
|----|----------|------|

## 11. OLD BUSINESS

- |    |  |        |
|----|--|--------|
| 1. | Resolution adopting the District-wide School Safety Plan | Action |
|----|--|--------|

## 12. NEW BUSINESS

- |    |  |        |
|----|--|--------|
| 1. | Board Policy 5300 (Code of Conduct) - Public Hearing & first reading of revised policy | Action |
| 2. | Board Policy 1400 (Public Complaints)  | Action |
| 3. | Board Policy 1405 (Complaints About Certain Federally Funded Programs)                 | Action |
| 4. | Board Policy 2160 (School District Officer & Employee Code of Ethics)                  | Action |

- |     |   |        |
|-----|---|--------|
| 5.  | Board Policy 2330 (Executive Sessions)                    | Action |
| 6.  | Board Policy 2520 (Board Member Training)                 | Action |
| 7.  | Board Policy 4810 (Teaching About Controversial Issues)   | Action |
| 8.  | Board Policy 6655 (Internal Audit Function) deletion      | Action |
| 9.  | Board Policy 6680 (Internal Audit Function)               | Action |
| 10. | Board Policy 6741 (Contracting for Professional Services) | Action |

**13. EXECUTIVE SESSION**

**14. ADJOURNMENT**

July 11, 2022

The Reorganizational Meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School LGI Room on July 11, 2022.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Dawn Arrasate, Ms. Joyce L. Donneson, Ms. Elizabeth T. Lanni-Hewitt, Mr. Halsey C. Stevens, and Ms. Heather A. Wright.

*Absent: Mr. George R. Kast, Jr.*

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and approximately 8 attendees.

The meeting was called to order at 7:00 PM by Ms. Mensch.

The Pledge of Allegiance was conducted.

ADMINISTRATION OF OATH

Ms. Iannone administered the oath of office to Dawn Arrasate as Member of the Board of Education.

Ms. Iannone administered the oath of office to Elizabeth T. Lanni-Hewitt as Member of the Board of Education.

ELECTION OF PRESIDENT

Ms. Wright nominated and Mr. Stevens seconded the nomination of Ms. Suzanne M. Mensch for the position of President of the Board of Education for the Westhampton Beach Union Free School District for the 2022/23 school year.

On motion of Ms. Wright, second by Mr. Stevens, Ms. Suzanne M. Mensch to be and hereby is elected President of the Board of Education for the 2022/23 school year.

Vote: Yes 6 No 0

The Oath of Office was administered to Ms. Mensch by Ms. Iannone.

ELECTION OF VICE PRESIDENT

Ms. Wright nominated and Mr. Stevens seconded the nomination of Dawn Arrasate for the position of Vice President of the Board of Education for the Westhampton Beach Union Free School District for the 2022/23 school year.

On motion of Ms. Wright, second by Mr. Stevens, Ms. Dawn Arrasate to be and hereby is elected Vice President of the Board of Education for the 2022/23 school year.

Vote: Yes 6 No 0

The Oath of Office was administered to Ms. Arrasate by Ms. Iannone

DISTRICT CLERK APPOINTMENT

On motion of Ms. Donneson, second by Ms. Arrasate, the appointment of Judy Iannone as the District Clerk for the 2022/23 school year at a stipend of \$ 8930.31, to be and hereby is approved.

Vote: Yes 6 No 0

The Oath of Office was administered to Ms. Iannone by Ms. Mensch.

APPOINTMENTS FOR THE 2022/23 SCHOOL YEAR

On motion of Mr. Stevens, second by Ms. Donneson, the following appointments for the 2022/23 school year, to be and hereby are approved:

1. District Treasurer – MaryAnn Milton
2. Deputy Treasurer – Jacqueline Pirro - \$3,824 stipend
3. District Counsel - Kevin Seaman for General & Labor Counsel (fees as submitted)
4. District Counsel for Construction – Ingerman Smith (fees as submitted)
5. Bond Counsel – Hawkins Delafield & Wood LLP (fees as submitted)
6. District Architect – John A. Grillo (JAG) P.C. (fees as submitted)
7. School Physician – Peconic Bay Medical Group - (fees as submitted)
8. School Insurance Broker – New York State Insurance Reciprocal (fees as submitted)
9. Purchasing Agent – Jacqueline Pirro
10. Alternate Purchasing Agent – Carolyn Probst
11. Claims Auditor – Paul Eglevsky – \$57/hr. - not to exceed \$7,500 (as submitted)
12. Internal Auditor – Cullen & Danowski - not to exceed \$27,700 (as submitted)
13. External Auditor – R.S. Abrams - not to exceed \$36,600 (as submitted)
14. Auditor & Treasurer of High School Extra Classroom Activity Funds - Middle School Principal, Charisse Miller and Gloria Meyer, High School Secretary
15. Auditor & Treasurer of Middle School Extra Classroom Activity Funds - Elementary School Principal, Jerry Garritano and Laura Manopella, Middle School Secretary
16. Auditor & Treasurer of Elementary Extra Classroom Activity Funds - High School Principal, Chris Herr and Christine Meyer, Elementary School Secretary
17. Health & Safety Officer – Anthony Martino
18. Prevailing Wage Officer – Anthony Martino
19. Asbestos Compliance Officer – Anthony Martino
20. Public Access Officer – Judy Iannone
21. Records Management Officer – William Fisher
22. Records Management Clerk – Evelyn Overton - \$3,824 stipend
23. District Wide Emergency Coordinator – Carolyn Probst
24. Section 504 Hearing Officer – William Fisher
25. Designated Education Official as per Project Save Legislation – Chris Herr
26. Title II, Title VI, and Title IX Compliance Officer – William Fisher
27. Financial Software Systems Administrators – Jacqueline Pirro & William Fisher
28. Dignity for All Students (DASA) Coordinator – Rob Finn
29. Data Protection Officer – William Fisher

Vote: Yes 6 No 0

## ENABLING RESOLUTIONS FOR THE 2022/23 SCHOOL YEAR

On motion of Mr. Stevens, second by Ms. Rubio, the following resolutions for the 2023/22 school year, to be and hereby are approved:

1. Designation of Regular Monthly Board of Education Meetings. First and third Mondays of the month as the regular monthly meeting days (unless otherwise noted)
2. Designation of Official Newspapers – The Southampton Press (Western Edition) & Long Island Business News
3. Designation of Signatory for Federal Funds – Superintendent of Schools
4. Designation of Signatory for State Reports – President of the Board of Education
5. Authority to certify payrolls – Superintendent of Schools or his designees
6. Bonding of District Treasurer and Deputy Treasurer (\$1,000,000 each –Travelers Casualty & Surety Co. of America)
7. Re-adoption of resolution indemnifying public officers and employees of public entities
8. Board and District memberships in professional organizations – National School Board Association (NSBA), New York State School Boards Association (NYSSBA), New York State Council of School Superintendents (NYSCOSS), American Association of School Administrators (AASA), New York State Association for Women in Administration (NYSAWA), Association of School Business Officials of New York (ASBO)
9. Authority to transfer within Budget \$10,000 annually per budget code without Board of Education approval; and any transfers exceeding \$10,000 with prior approval of the Board of Education based on the recommendation of the Superintendent of Schools, and Policy 6150
10. Approval of authorized bank accounts (as submitted)
11. Designee authorized to invest at varying time periods in Certificates of Deposit, Repurchase Agreements, NOW Accounts, Money Market and MBIA Class Accounts as per Investment Policy 6240 – Jacqueline Pirro as Deputy Treasurer; Mary Ann Milton as District Treasurer
12. Designation of petty cash of \$100 for each building and administrative office under the respective supervision of the building principals, Superintendent of Schools, Assistant Superintendent for Personnel & Instruction, Assistant Superintendent for Business, Director of Pupil Personnel Services, Director of Health, Physical Education & Athletics, School Lunch Director and the Director of Buildings & Grounds
13. Authorization to fund the cash registers used for the Food Service Program and to have a “change” fund in the middle school and high school, as submitted
14. Authorization for Extra-Classroom Activity Fund monies to be deposited with M&T Bank and People’s United Bank, a division of M&T Bank
15. Rate of Mileage Reimbursement – rate issued by the Internal Revenue Service

Vote: Yes 6 No 0

## PUBLIC PARTICIPATION

### Topics included:

1. Board Candidate Expenditure Statements
2. Regents Scores/Final GPAs

## APPROVAL OF MINUTES

On motion of Ms. Wright, second by Mr. Stevens, the minutes of the June 27, 2022, Board of Education meeting, to be and hereby are approved.

Vote: Yes 6 No 0

## COMMITTEE ON SPECIAL EDUCATION

On motion of Mr. Stevens, second by Ms. Donneson, the following resolution appointing members of the Westhampton Beach Committee on Special Education for the 2022/23 school year, to be and hereby is adopted:

As per Education Law, section 4402, to ensure timely evaluation and placement of students the board is requested to appoint a committee on special education and committee on preschool special education. The membership of each committee shall include:

- the parents or persons in parental relationship to the student;
- not less than one regular education teacher of the student;
- not less than one of the student's special education teachers or special education provider of the student;
- a representative of the school district who is qualified to provide, administer or supervise special education and who is knowledgeable about the general education curriculum and who is knowledgeable about the availability of resources of the school district;
- a school psychologist, whenever a new psychological evaluation is reviewed or a change to a program option with a more intensive staff/student ratio;
- an individual who can interpret the instructional implications of evaluation results, who may be a member appointed;
- the student, if appropriate.

Vote: Yes 6 No 0

## IMPARTIAL HEARING OFFICERS

On motion of Ms. Wright, second by Ms. Donneson, the following resolution recommending appointment of Impartial Hearing Officers for the 2022/23 school year, to be and hereby is adopted:

Appointment of Impartial Hearing Officers is requested by the Board of Education as per the most recent list of certified IHO's for Suffolk County promulgated by the New York State Education Department. Impartial hearing officers will be chosen in accordance with the rotational selection process described in Commissioner's regulations.

Vote: Yes 6 No 0

## CSE RECOMMENDATIONS

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of the following dates: 1/20, 2/10, 3/22, 4/27, 5/11, 5/13, 6/8, 6/13, 6/21 and CPSE 3/22 & 4/26/22.

On motion of Mr. Stevens, second by Ms. Arrasate, the Board of Education has no objections to the recommendations of the Committee and approves the authorization of funds to implement the special education programs and services consistent with such recommendations.

Vote: Yes 6 No 0

COMMITTEE MEMBERS

On motion of Mr. Stevens, second by Ms. Donneson, the appointment of Suzanne Mensch and Dawn Arrasate to serve as a Networking Council Committee Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Ms. Donneson, second by Ms. Wright, the appointment of Suzanne Mensch, Dawn Arrasate and Halsey Stevens to serve as Audit Committee Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Ms. Donneson, second by Ms. Arrasate, the appointment of Heather Wright and Elizabeth Lanni-Hewitt to serve as Technology Committee Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of George Kast, Joyce Donneson and Elizabeth Lanni-Hewitt to serve as Policy Committee Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Donneson, the appointment of Suzanne Mensch, Dawn Arrasate and Heather Wright to serve as Guidance Advisory Board Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Ms. Donneson, second by Mr. Stevens, the appointment of Suzanne Mensch, Dawn Arrasate and Heather Wright to serve as Business Advisory Board Members, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of Suzanne Mensch, Joyce Donneson and Heather Wright to serve as Facilities Committee Members, to be and hereby is approved.

Vote: Yes 6 No 0

RE-ADOPTION OF EXISTING BOARD POLICIES

On motion of Ms. Donneson, second by Mr. Stevens, the re-adoption of existing Board Policies, to be and hereby is approved.

Vote: Yes 6 No 0

AUTHORIZATIONS

On motion of Ms. Wright, second by Mr. Stevens, the following resolution authorizing the Superintendent of Schools to act as follows, to be and hereby is adopted:

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District authorizes the Superintendent of Schools to confirm personnel appointments over the summer prior to Board of Education meetings.

Vote: Yes 6 No 0



On motion of Ms. Wright, second by Mr. Stevens, the following resolution authorizing the Board of Education President to act as follows, to be and hereby is adopted:

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District authorizes the Board of Education President to act in an emergency as its designee should the need arise to appoint a hearing officer.

Vote: Yes 6 No 0

TAN RESOLUTION

Board Member, Halsey C. Stevens, offered the following resolution and moved its adoption:

TAX ANTICIPATION NOTE RESOLUTION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED JULY 11, 2022, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$16,500,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2023

RESOLVED BY THE BOARD OF EDUCATION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Westhampton Beach Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$16,500,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 9.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2022 and ending June 30, 2023, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

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The adoption of the foregoing resolution was seconded by Board Member, Dawn Arrasate, and duly put to a vote on roll call, which resulted as follows:

Elizabeth T. Lanni-Hewitt	VOTING	YES
Heather A. Wright	VOTING	YES
Halsey C. Stevens	VOTING	YES
Suzanne M. Mensch	VOTING	YES
Dawn Arrasate	VOTING	YES
Joyce L. Donneson	VOTING	YES

AYES: 6

NOES: 0

The resolution was declared adopted.

CONSENT AGENDA

On motion of Mr. Stevens, second by Ms. Arrasate, the following resolutions for the 2022/23 school year were adopted, based on the paperwork submitted and contained in the supplemental file:

1. Resolution authorizing the execution of tuition contracts (SA-10 form) with three sending districts: East Moriches, Remsenburg/Speonk & Quogue
2. Resolution authorizing the execution of an individual student tuition contract
3. Resolution authorizing the school food program meal prices
4. Resolution authorizing the Munistat Services agreement
5. Resolution authorizing the Eileen Tuohy of EMT Government Accounting Services agreement
6. Resolution authorizing the Keeping Your Books Accounting Services agreement
7. Resolution authorizing the surplus of 3 upright pianos
8. Resolution authorizing the execution of a special education services agreement with Remsenburg/Speonk UFSD
9. Resolution authorizing the execution of a consulting agreement with Consulting That Makes a Difference, Inc.
10. Resolution authorizing the execution of a consulting agreement with Crystal Investigations
11. Resolution authorizing the execution of an MOA with the Custodial Unit
12. Resolution authorizing the execution of a contract with Renee Johnson for a Teacher Center of the Western Hamptons course: Strategies for Educators with ADHD/ADD Students

Vote: Yes 6 No 0

JAMES JONES

On motion of Ms. Donneson second by Mr. Stevens, the resignation of James Jones as the Elementary School Head Custodian, effective July 22, 2022, with retirement beginning July 25, 2022, to be and hereby is accepted.

Vote: Yes 6 No 0

COLE MALSKY

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of Cole Malsky as an English teacher assigned to the High School, effective September 1, 2022, with a four-year probationary period through August 31, 2026, in the tenure area of English, at Step 4I, MA+60, at a salary of \$78,142, to be and hereby is approved.

Vote: Yes 6 No 0

LISA ZAINO-JONES

On motion of Ms. Donneson, second by Mr. Stevens, the appointment of Lisa Zaino-Jones as a .5 FTE Nurse, effective September 1, 2022, at Step 2A, \$48,972 (prorated), to be and hereby is approved.

Vote: Yes 6 No 0

INSTRUCTIONAL COORDINATORS

On motion of Ms. Wright, second by Ms. Arrasate, the appointment of the following teachers as instructional coordinators for the 2022/23 school year, to be and hereby are approved:

English	Dariah Luciano
ENL	Monica Van Essendelft
Special Education	Joanne Williams
Music	Shaun Johnson
Science	Dianna Berry Gobler

Vote: Yes 6 No 0

MS/HS AFTER SCHOOL DETENTION

On motion of Ms. Donneson, second by Mr. Stevens, the recommendation that all district teaching and professional staff be eligible to work in the MS/HS After School Detention Programs for the 2022/23 school year at \$25/hr., to be and hereby is approved.

Vote: Yes 6 No 0

MIDDLE SCHOOL TEAM LEADERS

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of the following MS team leaders for the 2022/23 school year, to be and hereby are approved:

Team Storm	Gr 6	Michelle Duffy
Team Riptide	Gr 7	Michelle Bennett
Team Ibis	Gr 7	Asa Grunenwald
Team Jetty	Gr 8	Greg Izzo
Team Surge	Gr 8	Erika Coiro

Vote: Yes 6 No 0

MS WIN & ENL ACADEMY

On motion of Ms. Donneson, second by Ms. Arrasate, the recommendation that all district teaching and professional staff be eligible to work in the MS WIN Academy & ENL Academy for the 2022/23 school year at the professional hourly rate of \$49.60/hr., to be and hereby is approved.

Vote: Yes 6 No 0

SUBSTITUTES

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of the following substitute, to be and hereby is approved:

Jon Nolan Security Guard

Vote: Yes 6 No 0

TARA TEPPER

On motion of Mr. Stevens, second by Ms. Wright, the request from Tara Tepper for an extension of her childcare leave of absence from her position as an ES Reading Specialist from August 31, 2022 through November 4, 2022, returning to her position on Monday, November 7, 2022, to be and hereby is approved.

Vote: Yes 6 No 0

SAMANTHA REARDON

On motion of Ms. Arrasate, second by Ms. Donneson, the appointment of Samantha Reardon as an office assistant assigned to the High School, effective July 18, 2022 at Step 1, \$35,320 (prorated), with a twenty-six week probationary period through January 27, 2023 as per civil service rules & regulations, to be and hereby is approved.

Vote: Yes 6 No 0

SUPPORT STAFF RATES OF PAY

On motion of Ms. Wright second by Ms. Donneson, the following daily/hourly rates of pay for support staff for the 2022/23 school year, to be and hereby are approved:

<b>Substitute Pay</b>	<b><u>2021/22</u></b>	<b><u>2022/23</u></b>
<b><u>Daily:</u></b>		
Permanent Substitute (Certified Teacher)	\$150.00	\$150.00
Certified Teacher	\$125.00	\$125.00
Uncertified Teacher	\$110.00	\$110.00
Nurse LPN	\$110.00	\$110.00
Nurse RN	\$150.00	\$150.00
Teacher Aide Subs	\$110.00	\$110.00
<b><u>Hourly:</u></b>		
Clerical Subs	\$15.00	\$15.00
Custodial Subs	\$15.00	\$15.00
Guard Subs	\$15.79	\$15.79
Sub Cook	\$15.25	\$15.25
Sub Assistant Cook	\$15.00	\$15.00
Sub Food Service Worker	\$15.00	\$15.00
Sub Monitor	\$15.00	\$15.00
<b><u>Other Positions</u></b>		
	<b><u>2021/22</u></b>	<b><u>2022/23</u></b>
<b><u>Hourly:</u></b>		
Title I	\$25.00	\$25.00
Tutor	\$30.00	\$30.00

Detention	\$25.00	\$25.00
Driver Ed Teacher	\$55.35	\$55.35
After School Library	\$25.00	\$25.00
Saturday Alternative	\$25.00	\$25.00

Vote: Yes 6 No 0

PHILIP MASTERSON

On motion of Ms. Donneson, second by Ms. Arrasate, the recommendation to upgrade/promote Philip Masterson from Maintenance Mechanic III to Maintenance Mechanic IV, effective July 1, 2022 at a salary of \$66,718, to be and hereby is approved.

Vote: Yes 6 No 0

COACHING APPOINTMENTS

On motion of Mr. Stevens, second by Ms. Arrasate, the following coaching appointments for the Fall 2022, as submitted, to be and hereby are approved:

SPORT	LEVEL	COACH	STEP	SALARY
FOOTBALL CHEER	Var	Florida, Kaidie	1	\$4,581.51
GIRLS X-COUNTRY	Var	Yakaboski, Meghan	2	\$5,757.22
BOYS X-COUNTRY	Var	Broich, John	3	\$5,928.97
B&G X-COUNTRY	MS	O'Hare, Mike	2	\$4,257.81
FOOTBALL	Var	Schaumloffel, Bryan	3	\$8,836.94
FOOTBALL	Var Asst	Johnson, Mark	1	\$6,791.07
FOOTBALL	Var Asst	Magner, Cole	2	\$7,002.43
FOOTBALL	Var Asst	O'Neill, Jesse	1	\$6,791.07
FOOTBALL	JV	Doroski, Jeff	1	\$6,111.94
FOOTBALL	JV	Peters, Drew	3	\$6,492.42
FOOTBALL	JV	Mensch, Joe	1	\$6,111.94
FOOTBALL	MS	Montpetit, Sean	3	\$4,374.09
FOOTBALL	MS	TBD		
FOOTBALL	MS	Grunerwald, Asa	1	\$4,141.60
GOLF	Var	Musumeci, Fred	3	\$5,861.24
GOLF	JV	Moran, Terry	3	\$4,688.99
BOYS SOCCER	Var	Hoyt, Cody	3	\$7,169.41
BOYS SOCCER	V. Asst.	TBD		
BOYS SOCCER	JV	Lein, Randy	3	\$5,771.06
BOYS SOCCER	MS	Davis, Connor	2	\$4,257.81
GIRLS SOCCER	Var	Habersaat, Erika	3	\$7,169.41
GIRLS SOCCER	V Asst.	TBD		
GIRLS SOCCER	JV	Caitlynn Webber	2	\$5,601.95
GIRLS SOCCER	MS	Jenny Price	1	\$4,141.60
GIRLS TENNIS	Var	Reed, Matt	1	\$6,366.61
GIRLS TENNIS	JV	Korey Williams	3	\$4,959.48
GIRLS TENNIS	MS	Horan, Pete	2	\$4,257.81
BOYS VOLLEYBALL	Var	Tuttle, Josh	2	\$6,971.28
BOYS VOLLEYBALL	JV	Allen-Morabito, Kyle	1	\$5,093.28
GIRLS VOLLEYBALL	Var	Eric Ferrente	1	\$6,773.10
GIRLS VOLLEYBALL	JV	TBD		
ATHLETIC TRAINER		Leogrande, Scott		\$42.02
EQUIPMENT MGR		Peters, K./Hoyt, D.	SPLIT	\$6,042.93

Vote: Yes 5 No 1  
(Ms. Donneson opposed)

REPORTS

The personnel postings were noted.

OLD BUSINESS

There were no Old Business items on the agenda.

NEW BUSINESS

There were no New Business items on the agenda.

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Ms. Arrasate, the Board of Education to convene to Executive Session at 7:40 PM to discuss contract negotiations with the Food Service Unit and the Aides & Monitors Unit, to be and hereby is approved.

Vote: Yes 6 No 0

*Mr. Kast arrived at 7:45 PM*

On motion of Mr. Kast, second by Ms. Arrasate, the Board of Education to reconvene from Executive Session at 9:00 PM, to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Ms. Arrasate, all business being completed, Ms. Mensch declared the meeting adjourned at 9:00 PM.

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Judy Iannone, District Clerk

July 11, 2022



WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
340 Mill Road, Westhampton Beach, New York 11978-2045  
(631) 288-3800

Carolyn J. Probst, Ed.D.  
*Superintendent of Schools*

**Westhampton Union Free School District  
Proposed District-wide Improvements at the Westhampton Beach Elementary School, Westhampton Beach  
Middle School and Westhampton Beach High School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following district-wide projects at the Westhampton Beach Elementary School, Westhampton Beach Middle School and Westhampton Beach High School: sitework reconstruction inclusive of concrete, sidewalks and parking; ceiling and lighting replacements and upgrades; and floor tile abatements and replacements;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1),(2), and (10), the "maintenance or repair involving no substantial changes in an existing structure or facility"; "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes" and/or "routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1),(2), and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

Sincerely,

Carolyn J. Probst, Ed.D.  
Superintendent of Schools



WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT

340 Mill Road, Westhampton Beach, New York 11978-2045  
(631) 288-3800

Carolyn J. Probst, Ed.D.  
Superintendent of Schools

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach Elementary School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach Elementary School: the removal of the portable classroom wing; updating instructional spaces, cafeteria and hallways with new HVAC units, new lighting, ceilings, flooring, casework, paint and eight (8) classroom restroom refurbishment; roof replacement; electrical service upgrades, and replacement of the fire alarm system;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1), (2), and (10), the "*maintenance or repair involving no substantial changes in an existing structure or facility*"; "*replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes*"; and/or "*routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings*" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1), (2) and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

Sincerely,

A handwritten signature in blue ink that reads "Carolyn Probst".

Carolyn J. Probst, Ed.D.  
Superintendent of Schools





WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT

340 Mill Road, Westhampton Beach, New York 11978-2045  
(631) 288-3800

Carolyn J. Probst, Ed.D.  
*Superintendent of Schools*

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach Middle School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach Middle School: masonry reconstruction of select locations of the exterior wall; reconstruction the existing cupola; restroom reconstruction; replacement of windows; replacement of elevators; installation of new roof top HVAC unit for cafeteria; roof replacement; electrical service upgrades; and replacement of the HVAC system;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1) and (2), the "*maintenance or repair involving no substantial changes in an existing structure or facility*" and/or "*replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes*" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1) and (2) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

Sincerely,

A handwritten signature in blue ink that reads "Carolyn Probst".

Carolyn J. Probst, Ed.D.  
Superintendent of Schools



WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
340 Mill Road, Westhampton Beach, New York 11978-2045  
(631) 288-3800

Carolyn J. Probst, Ed.D.  
*Superintendent of Schools*

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach High School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach High School: replacement-in-kind of eight (8) tennis courts and the practice wall as well as the construction a 10 foot high chain link fence and installation of associated drainage; replacement-in-kind of the existing synthetic turf field and reconstruction of the existing running track and field events; replacement-in-kind of the existing bleachers (home and away) and press box; replacement-in-kind and relocation of the field house (approximately 1,600 square feet); installation of new roof top HVAC unit for cafeteria; library renovation; flooring abatement and replacement; restroom reconstruction; elevator replacement; roof replacement throughout the school building; electrical service upgrades; and HVAC system replacement;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1),(2), (9), and (10), the "maintenance or repair involving no substantial changes in an existing structure or facility"; "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes"; "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls..."; and/or "routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings" are Type II actions; and

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action and 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1), (2), (9) and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

Sincerely,

Carolyn J. Probst, Ed.D.  
Superintendent of Schools

**RESOLUTION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED AUGUST 15, 2022, CALLING A SPECIAL DISTRICT MEETING TO AUTHORIZE THE EXPENDITURE OF MONEYS FOR A DISTRICT-WIDE CAPITAL IMPROVEMENT PROJECT AND THE LEVY OF A TAX THEREFOR.**

RESOLVED BY THE BOARD OF EDUCATION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. A Special District Meeting of the qualified voters of the Westhampton Beach Union Free School District, in the County of Suffolk, New York (the “District”), shall be held within the District, on Wednesday, October 19, 2022, at 7:00 o’clock A.M. (Prevailing Time) in the LGI Room (located behind the District Auditorium) of the Westhampton Beach High School, Lilac Road, Westhampton Beach, as provided in the Notice calling said Special District Meeting hereinafter substantially prescribed. The voting at such Special District Meeting shall be by voting machine or paper ballot, as provided by the Education Law, and the polls shall remain open from 7:00 o’clock A.M. to 9:00 o’clock P.M. (Prevailing Time) on said day and as much longer as may be necessary to enable the voters, then present, to cast their votes.

Section 2. The business to be acted upon at said Special District Meeting shall be as stated in the Notice thereof, and the District Clerk is hereby authorized and directed to cause the Notice of said Special District Meeting to be published in “*The Southampton Press (Western Edition)*” and “*Long Island Business News,*” two newspapers each having a general circulation within the District, such publications to be at least made four (4) times within the seven (7) weeks next preceding such Special District Meeting, the first publications to be at least forty-five (45) days prior to the date of said Special District Meeting.

Section 3. Said Notice of Special District Meeting shall be in substantially the following form:

**NOTICE OF SPECIAL DISTRICT MEETING**  
**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,**  
**IN THE COUNTY OF SUFFOLK, NEW YORK**

**OCTOBER 19, 2022**

NOTICE IS HEREBY GIVEN that pursuant to a resolution of the Board of Education of the Westhampton Beach Union Free School District, in the County of Suffolk, New York, adopted on August 15, 2022, a Special District Meeting of the qualified voters of said School District will be held on

**WEDNESDAY, OCTOBER 19, 2022**

between the hours of 7:00 o'clock A.M. and 9:00 o'clock P.M. (Prevailing Time) in the LGI Room (located behind the District Auditorium) of the Westhampton Beach High School, Lilac Road, Westhampton Beach, for the purpose of voting upon the following District-wide Capital Improvement Project Bond Proposition:

DISTRICT-WIDE CAPITAL IMPROVEMENT PROJECT BOND PROPOSITION

RESOLVED:

- (a) that the Board of Education of the District is hereby authorized to construct alterations and improvements to all District buildings and sites (the “Project”) substantially as described in a report prepared for the District by JAG Architect P.C., dated August 15, 2022 (the “Report”), which report is on file and available for public inspection at the office of the District Clerk, including roof, window and elevator replacement; interior reconstruction and reconfiguration to provide for enhanced instructional, library, cafeteria, and other space; upgrades of heating, ventilation, air conditioning, fire alarm, electrical and plumbing systems; exterior masonry and building envelope improvements; removal of portable classrooms; installation of a new synthetic turf field and running track; and construction of new bleachers, press box and field house, including equipment, machinery, apparatus and ancillary or related site, demolition and other required work, preliminary costs and costs incidental thereto and to the financing thereof (the “Project”), and to expend therefor an amount not to exceed \$33,000,000; provided that the costs of the components of the Project as detailed in the plan may be reallocated among such components if the Board of Education shall determine that such reallocation is in the best interests of the District; and
- (b) that a tax is hereby voted therefor in the amount of not to exceed \$33,000,000 to finance such cost, such tax to be levied and collected in installments in such years and in such amounts as shall be determined by said Board of Education; and
- (c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the aggregate principal amount of not to exceed \$33,000,000 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

Such District-wide Capital Improvement Project Bond Proposition shall appear on the ballots used for voting at said Special District Meeting to be held on October 19, 2022 in substantially the foregoing form.

The voting will be conducted by ballot on voting machines or by paper ballot, as provided in the Education Law and the polls will remain open from 7:00 o’clock A.M. to 9:00 o’clock P.M. (Prevailing Time) and as much longer as may be necessary to enable the voters then present to cast their ballots.

NOTICE IS FURTHER GIVEN that qualified voters of the School District shall be entitled to vote at said Special District Meeting to be held on October 19, 2022. A qualified voter is one who is (1) a citizen of the United States of America, (2) eighteen years of age or older, and (3) resident within the School District for a period of thirty (30) days next preceding said Special District Meeting.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots must be obtainable during school business hours from the Office of the District Clerk; completed applications must be received by the District Clerk by Wednesday, October 12, 2022 (at least seven (7) days before the Special District Meeting) if the ballot is to be mailed to the voter, or by Tuesday, October 18, 2022 (the day before the Special District Meeting) if the ballot is to be delivered personally to the voter. Absentee voters who qualify under Section 5-612 of the Election Law of New York and whose name appears on the Suffolk County list shall be mailed absentee ballots. No absentee voter's ballot will be canvassed unless it has been received in the Office of the District Clerk not later than 5:00 o'clock P.M. (Prevailing Time), on the day of the Special District Meeting, October 19, 2022. A list of persons to whom absentee ballots have been issued will be available to qualified voters of the School District in the Office of the District Clerk between the hours of 9:00 o'clock A.M. and 3:00 o'clock P.M. (Prevailing Time), until and including the day set for the Special District Meeting, except Saturday, Sunday and legal school holidays, at the District Office, 340 Mill Road, Westhampton Beach, New York. Any qualified voter may, prior to the Special District Meeting, file a written challenge to the qualifications of any person whose name appears on the list of absentee voters prepared for transmittal to the election inspectors on the day of the Special District Meeting, stating the reason for such challenge. Any such written challenge shall be transmitted by the District Clerk or a designee of the Board of Education to the inspectors of election on the date of the Special District Meeting.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the School District must apply for a military ballot by submitting an application for a military ballot which is obtainable from the District Clerk or may be downloaded from the School District's website. Completed applications for a military ballot must be returned by mail or in person, and received by the District Clerk not later than twenty-six (26) days before the date of the Special District Meeting (September 23, 2022). Military voters may designate a preference to receive the military ballot application or military ballot by mail, facsimile transmission or electronic mail. Ballots for military voters shall be mailed or otherwise distributed in accordance with the preferred method of transmission on the military ballot application, as soon as practicable, but not later than twenty-five (25) days before the date of the Special District Meeting or by September 24, 2022. Irrespective of the preferred method of transmission, military ballots must be returned by mail or in person to the Office of the District Clerk no later than 5:00 o'clock P.M. (Prevailing Time) on the day of the Special District Meeting in order to be counted.

The School District may require all persons offering to vote at the Special District Meeting to provide one form of proof of residency pursuant to Education Law Section 2018-c. Such form may include, but is not limited to, a driver's license, a non-driver identification card, or utility bill. Such voter must also provide his/her signature, printed name and address.

Only qualified voters shall be permitted to vote at said Special District Meeting.

BY THE ORDER OF THE BOARD OF EDUCATION

Dated: August 15, 2022

Judith A. Iannone  
District Clerk



**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

**THIS AGREEMENT made this 1st day of July, 2021 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WESTHAMPTON BEACH UFSD, party of the second part.**

**WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.**

**NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2021-22 school year at the indicated cost:**

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
001.100	Administration	0.0000	0.0000	Actual Usage	125,504.00	125,504.00	0.00	125,504.00
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	47,155.00	47,155.00	0.00	47,155.00
101.100	Career and Technical Education	23.0000	14,331.0000	Student	0.00	329,613.00	0.00	329,613.00
101.120	Career and Tech. Ed./Transportation	0.0000	974.0000	Student	2,922.00	0.00	2,922.00	2,922.00
101.130	Career and Tech. Ed. Pull-Outs1925.	5.0000	1,963.0000	Student	-9,815.00	9,815.00	-9,815.00	0.00
103.110	Special Career Education 12-1-1	6.0000	24,914.0000	Annual	-59,793.60	149,484.00	-59,793.60	89,690.40
202.100	Special Education 12-1-1 (Full Day)	1.0000	54,220.0000	Student	0.00	54,220.00	0.00	54,220.00
202.255	Related Service - Speech/Lang (Ind)	10.0000	5,140.0000	Sess/Stud/Wk/Yr	-41,120.00	51,400.00	-41,120.00	10,280.00
202.260	Related Svce- Speech/Lang (Group)	5.0000	2,550.4000	Sess/Stud/Wk/Yr	-10,201.60	12,752.00	-10,201.60	2,550.40
204.100	12-1-4 Class (Full Day)	1.0000	72,660.0000	Student	0.00	72,660.00	0.00	72,660.00
204.240	Related Svc - Occ. Therapy(Group)	4.0000	2,550.4000	Sess/Stud/Wk/Yr	0.00	10,201.60	0.00	10,201.60
204.250	Related Svc - PT (Grp)	5.0000	2,550.4000	Sess/Stud/Wk/Yr	0.00	12,752.00	0.00	12,752.00
204.260	Related Svc - Speech/Lang (Grp)	0.0000	2,550.4000	Sess/Stud/Wk/Yr	10,201.60	0.00	10,201.60	10,201.60
204.265	Rel. Svc - Vis. Imp./Mobility (Ind)	2.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	10,280.00	0.00	10,280.00
204.280	Related Svc - Ind. Aide (Shared)	0.0000	0.0000	Actual Usage	28,039.00	0.00	28,039.00	28,039.00
205.100	Special Education 8-1-1 (Full Day)	3.0000	66,727.0000	Student	-60,054.30	200,181.00	-60,054.30	140,126.70
205.205	Counseling Individual	2.0000	5,140.0000	Sess/Stud/Wk/Yr	6,168.00	10,280.00	6,168.00	16,448.00
205.210	Counseling Group	2.0000	2,550.4000	Sess/Stud/Wk/Yr	255.04	5,100.80	255.04	5,355.84
205.235	Related Svc - Occ Therapy (Ind)	6.0000	5,140.0000	Sess/Stud/Wk/Yr	-20,560.00	30,840.00	-20,560.00	10,280.00
205.245	Related Svc - PT (Individual)	1.0000	5,140.0000	Sess/Stud/Wk/Yr	-1,028.00	5,140.00	-1,028.00	4,112.00
205.255	Related Svc - Speech/Lang Imp (Ind)	0.0000	5,140.0000	Sess/Stud/Wk/Yr	15,420.00	0.00	15,420.00	15,420.00
205.260	Related Svc - Speech/Lang Imp (Grp)	0.0000	2,550.4000	Sess/Stud/Wk/Yr	5,100.80	0.00	5,100.80	5,100.80
205.275	Related Svc - Individual Aide (FT)	1.0000	56,078.0000	Year	-56,078.00	56,078.00	-56,078.00	0.00

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WESTHAMPTON BEACH UFSD</b>	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
205.277	Class. Aide Shared 8-1-1+2 FD	1.0000	16,022.0000	Student/Year	-16,022.00	16,022.00	-16,022.00	0.00
205.278	Class. Aide Shared 8-1-1+3 FD	2.0000	24,033.0000	Student/Year	-24,033.00	48,066.00	-24,033.00	24,033.00
205.280	Related Svc - Ind. Aide (Shared)	0.0000	0.0000	Actual Usage	28,039.00	0.00	28,039.00	28,039.00
205.297	Autism/Behav. - Parent Training	0.0000	187.1600	Per Hour	3,462.46	0.00	3,462.46	3,462.46
205.305	Augmentative Comm. Evaluation	1.0000	5,620.5900	Per Evaluation	-5,620.59	5,620.59	-5,620.59	0.00
205.340	Eval - Occ. Therapy	1.0000	702.5800	Per Evaluation	-702.58	702.58	-702.58	0.00
205.345	Eval - Physical Therapy	1.0000	702.5800	Per Evaluation	-702.58	702.58	-702.58	0.00
205.350	EvalOn-SitePsychEval/Consult/Observ	0.0000	382.7700	Per Hour	2,679.39	0.00	2,679.39	2,679.39
205.426	Related Service -Phy Ther Consult	0.0000	128.5000	Session	1,028.00	0.00	1,028.00	1,028.00
205.428	Related Service - Speech Consult	20.0000	128.5000	Session	-2,570.00	2,570.00	-2,570.00	0.00
205.434	Related Svc-Occ Therapy Consult	10.0000	128.5000	Session	2,827.00	1,285.00	2,827.00	4,112.00
205.444	Augment. Comm. Consult/Train	4.0000	497.6600	Per Hour	-1,990.64	1,990.64	-1,990.64	0.00
205.450	Eval/Assess Med Screen/Physical	0.0000	234.1800	Unit	468.36	0.00	468.36	468.36
312.110	Psychological - Psycho-Ed. Reeval.	2.0000	941.0400	Per Evaluation	-1,882.08	1,882.08	-1,882.08	0.00
313.422	Itinerant Vision Consult	2.0000	154.3900	Session	0.00	308.78	0.00	308.78
317.100	Itinerant Hearing	3.0000	6,038.4000	Sess/Stud/Wk/Yr	0.00	18,115.20	0.00	18,115.20
317.125	Deaf/Hearing Imp.- Cons./Staff Sup.	0.0000	150.9600	30 Min/Session	603.84	0.00	603.84	603.84
317.800	Hearing Impaired - Spec. Bill DNS	0.0000	0.0000	Per Student	2,668.63	0.00	2,668.63	2,668.63
405.100	Exploratory Enrichment-Coord. Fee	0.0000	0.0000	Actual Usage	57.80	57.80	0.00	57.80
405.110	Exploratory Enrichment Programs	0.0000	0.0000	Actual Usage	0.00	340.00	-340.00	0.00
417.100	ES BOCES Mobile Safety Bus	1.0000	1,020.0000	Day	-1,020.00	2,040.00	-2,040.00	0.00
423.800	Engl & Native Lang-Spec. Billl DNS	0.0000	0.0000	Per Student	22,211.92	0.00	22,211.92	22,211.92
432.110	Regional Summer School	0.0000	474.3000	Student	21,988.00	0.00	21,988.00	21,988.00
438.110	Outreach AC Non-Classified Students	1.0000	66,727.0000	Student	-66,727.00	66,727.00	-66,727.00	0.00
438.367	Eval.- Psycho-Ed./Reeval Bilingual	3.0000	1,170.9700	Per Evaluation	-3,512.91	3,512.91	-3,512.91	0.00
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	3,995.00	3,995.00	0.00	3,995.00

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WESTHAMPTON BEACH UFSD</b>	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	4,025.00	23,500.00	-19,475.00	4,025.00
<b>444.105</b>	<b>District Based Virtual Learning Svcs</b>							
444.105.115	Castle	0.0000	0.0000	Actual Usage	11,229.27	11,229.27	0.00	11,229.27
<b>444.400</b>	<b>Language Interpreting Service</b>							
444.400.105	Nuestro Language Services	0.0000	0.0000	Actual Usage	690.00	0.00	690.00	690.00
444.400.110	Propio Language Services	0.0000	0.0000	Actual Usage	174.06	565.00	-390.94	174.06
505.100	District Printing/Duplication	0.0000	0.0000	Actual Usage	7,444.67	0.00	7,444.67	7,444.67
<b>508.100</b>	<b>Library Automation</b>							
508.100.120	Library Auto (601 - 2000 Enroll)	0.0000	1,879.0000	Per District	0.00	1,879.00	-1,879.00	0.00
509.100	Summer Spec. Ed. Supervision	0.0000	0.0000	Actual Usage	6,668.00	0.00	6,668.00	6,668.00
<b>514.430</b>	<b>School Data Bank Svc-Full Service</b>							
514.430.100	School Data Bank Svc-Full Service	1,852.0000	9.1000	Student	0.00	16,853.20	0.00	16,853.20
514.520	NYS Req. Report per stud-PS/PK-12	1,852.0000	3.8100	Student	-7,056.12	7,056.12	-7,056.12	0.00
514.530	NYS Required Reporting	1,852.0000	0.6600	Student	-1,222.32	1,222.32	-1,222.32	0.00
<b>514.960</b>	<b>BARS on the Web</b>							
514.960.140	Automated BARS Re-sort Discount	1.0000	811.4900	Per District	-811.49	811.49	-811.49	0.00
515.130	Psych at SB - Complete Comp. Rpt	4.0000	1,221.8400	Per Evaluation	-4,887.36	4,887.36	-4,887.36	0.00
515.800	Psychiatric Consult.-SpecBill DNS	0.0000	0.0000	Per Student	5,123.99	1.00	5,122.99	5,123.99
<b>516.100</b>	<b>Library Services/Media Part.</b>							
516.100.120	Library/Media (601-2000 students)	1.0000	1,879.0000	Per District	0.00	1,879.00	0.00	1,879.00
<b>516.210</b>	<b>Lib. Svc/Media-Virtual Ref. Collect</b>							
516.210.109	Virtual Ref. Collect 3-12 Online	1,622.0000	10.1400	Student	0.00	16,447.08	0.00	16,447.08
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	10,836.32	10,985.00	-148.68	10,836.32
<b>516.250</b>	<b>Digital Media Library-PreK-12 w/VRC</b>							
516.250.109	Digital Med Lib-PreK-12 w/VRC	1,622.0000	5.5000	Student	-8,921.00	8,921.00	-8,921.00	0.00
<b>516.300</b>	<b>Library Svc/Media Part. (50% disc)</b>							

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b>	School Year 2021-22
<b>WESTHAMPTON BEACH UFSD</b>	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
516.300.120	Lib/Med 601-2000 stud. (50% disc.	1.0000	939.0000	Per District	-939.00	1,878.00	-1,878.00	0.00
<b>531.100 NYS Curriculum &amp; Assessment Svc</b>								
531.100.110	NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	4,499.00	0.00	4,499.00	4,499.00
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	14,240.45	14,240.45	0.00	14,240.45
531.530	NYSAA Grades 3-HS Training for CBT	1.0000	0.0000	Actual Usage	0.00	278.00	-278.00	0.00
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000	0.0000	Actual Usage	149.00	0.00	149.00	149.00
531.631	SubReimburs Rgl/Indist CoordFee	0.0000	0.0000	Actual Usage	14.90	0.00	14.90	14.90
531.636	Sub-Reimburse-NYSAA Workshops	1.0000	0.0000	Actual Usage	140.00	67.50	72.50	140.00
531.637	SubReimburs NYSAAWkspCoordFee	1.0000	0.0000	Actual Usage	14.00	10.00	4.00	14.00
532.160	Model Schools Workshops	0.0000	0.0000	Actual Usage	500.00	0.00	500.00	500.00
565.490	Staff Development-Nassau BOCES	0.0000	0.0000	Service	175.00	0.00	175.00	175.00
590.490	Center for Learning Tech (WSB)	0.0000	0.0000	Service	16,777.81	0.00	16,777.81	16,777.81
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	7,471.20	0.00	7,471.20	7,471.20
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	6,200.00	6,200.00	0.00	6,200.00
<b>601.220 NYS Required Reporting</b>								
601.220.200	NYS Req. Report per stud-PS/PK-12	0.0000	3.8100	Student	7,056.12	0.00	7,056.12	7,056.12
601.220.300	NYS Required Reporting	0.0000	0.6600	Student	1,222.32	0.00	1,222.32	1,222.32
<b>601.225 BARS on the WEB</b>								
601.225.400	Automated BARS Re-Sort Discount	0.0000	811.4900	Per District	811.49	0.00	811.49	811.49
<b>601.415 Cafeteria Systems POS</b>								
601.415.140	Cafeteria Systems Licensing	0.0000	0.0000	Actual Usage	950.48	1,003.87	-53.39	950.48
601.415.161	Nutrikids Support 0-19 Lines	7.0000	917.0000	Per Line	0.00	6,419.00	0.00	6,419.00
601.415.170	LINQ Meals Plus	0.0000	0.0000	Actual Usage	672.75	2,564.70	-1,891.95	672.75
<b>601.440 Emergency and Notification Systems</b>								
601.440.140	Blackboard Connect Care Annual Fe	0.0000	0.0000	Actual Usage	2,954.35	0.00	2,954.35	2,954.35
601.440.220	ParentSquare	0.0000	0.0000	Actual Usage	9,982.00	9,982.00	0.00	9,982.00
<b>601.468 Visitor Management Systems</b>								

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WESTHAMPTON BEACH UFSD</b>	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
601.468.110	Licensing and Maintenance	0.0000	0.0000	Actual Usage	2,052.75	2,052.75	0.00	2,052.75
<b>601.470 Administrative District Platforms</b>								
601.470.300	Forecast5 - Annual License Fee	0.0000	0.0000	Actual Usage	0.00	9,047.97	-9,047.97	0.00
601.470.650	SchoolFront	1.0000	0.0000	Actual Usage	13,188.58	13,188.58	0.00	13,188.58
<b>601.475 Facilities Management Systems</b>								
601.475.160	SchoolDude-Event Manager	0.0000	0.0000	Annual	4,688.34	4,688.34	0.00	4,688.34
<b>601.480 Data Protection Officer Support</b>								
601.480.120	Level 2-7 Days (501-2,000 stu)	1.0000	13,172.0000	Annual	0.00	13,172.00	0.00	13,172.00
<b>601.490 Web-Based Registration Management</b>								
601.490.105	Licensing & Maintenance	1.0000	0.0000	Annual	1,963.63	1,963.63	0.00	1,963.63
<b>601.510 Power School</b>								
601.510.110	PowerSchool Lic Fee>2nd yr Maint	1.0000	0.0000	Actual Usage	10,315.64	10,315.64	0.00	10,315.64
601.510.126	PowerSchool Online Registration	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00
601.510.129	PowerSchool Power Pack License Fee	0.0000	0.0000	Actual Usage	3,852.16	3,852.16	0.00	3,852.16
601.510.140	Power School Mgmt Fee	0.0000	0.0000	Actual Usage	2,125.17	2,125.17	0.00	2,125.17
601.510.145	PowerSchool K-12 District BOCES S	1,852.0000	8.9000	Student	0.00	16,482.80	0.00	16,482.80
601.510.210	Power School BOCES Hosting Fee	0.0000	0.0000	Actual Usage	3,307.00	0.00	3,307.00	3,307.00
<b>601.860 Northwest Evaluation Assoc.</b>								
601.860.100	Map Growth Prim Grades Multi Subj	172.0000	14.1800	Student	-2,438.96	2,438.96	-2,438.96	0.00
601.860.170	NWEA Management Fee	0.0000	0.0000	Actual Usage	1,705.85	1,705.85	0.00	1,705.85
601.860.175	Map Growth Multi Subject	630.0000	14.1800	Student	2,438.96	8,933.40	2,438.96	11,372.36
<b>601.890 Right Reason Technology</b>								
601.890.112	RightPathAPPR/SLO AllComp 1000-19	1.0000	10,500.0000	Annual	0.00	10,500.00	0.00	10,500.00
601.890.160	RRT per Stdnt Data Intergration	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00
601.890.240	RRT Management Fee	0.0000	0.0000	Actual Usage	2,115.00	2,115.00	0.00	2,115.00
<b>601.990 Test Scanning and Reporting</b>								
601.990.100	Score Report Set-up Fee	0.0000	0.0000	Actual Usage	75.00	0.00	75.00	75.00
601.990.101	Score Report (Science) Vendor	0.0000	0.0000	Actual Usage	45.03	0.00	45.03	45.03
601.990.102	Score Report (ELA) Vendor	0.0000	0.0000	Actual Usage	319.16	0.00	319.16	319.16
601.990.103	Score Report (Math) Vendor	0.0000	0.0000	Actual Usage	237.00	0.00	237.00	237.00
601.990.104	Score Report Postage/Shipping	0.0000	0.0000	Actual Usage	320.65	0.00	320.65	320.65
601.990.107	Score Report Digital File Fee	0.0000	0.0000	Actual Usage	115.62	0.00	115.62	115.62

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WESTHAMPTON BEACH UFSD</b>	School Year 2021-22
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
601.990.108	Score Report (NYSESLAT) Vendor	0.0000	0.0000	Actual Usage	130.35	0.00	130.35	130.35
601.990.150	Test Scan/Rpt Preprinted Ans Shee	0.0000	0.8000	Each	207.20	0.00	207.20	207.20
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	545.0000	5.2900	Per Test	444.36	2,883.05	444.36	3,327.41
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	545.0000	5.2900	Per Test	444.36	2,883.05	444.36	3,327.41
601.990.180	Test Scan/Rpt NYS Science 4 &/or	200.0000	5.2900	Per Test	187.60	1,058.00	187.60	1,245.60
601.990.220	Test Scanning and ReportingNYSITE	100.0000	6.7500	Per Test	-251.83	675.00	-251.83	423.17
601.990.300	Test Scan/Rpt NYSESLAT	155.0000	10.2000	Per Test	290.87	1,581.00	290.87	1,871.87
601.990.312	NYSAA Exam	25.0000	5.2900	Per Test	-21.16	132.25	-21.16	111.09
601.990.320	Test Scan/Rpt Regents All Exams	2,150.0000	3.2200	Per Test	-6,047.68	6,923.00	-6,047.68	875.32
601.990.329	AP Adv Data Loading Service	1.0000	2,000.0000	Year	0.00	2,000.00	0.00	2,000.00
602.110	Negotiations Information Services	1.0000	2,650.0000	Annual	0.00	2,650.00	0.00	2,650.00
603.110	BOCES Special Ed. Winter Transp.	0.0000	0.0000	Actual Usage	116,952.37	0.00	116,952.37	116,952.37
603.210	Transp.-Sp.Ed./Homeless/Res.-Winter	0.0000	0.0000	Actual Usage	240,593.13	0.00	240,593.13	240,593.13
604.110	Transportation - SCE	0.0000	0.0000	Actual Usage	38,841.90	0.00	38,841.90	38,841.90
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	260,625.78	0.00	260,625.78	260,625.78
607.120	Transportation - Nonpublic School	0.0000	0.0000	Actual Usage	59,420.00	0.00	59,420.00	59,420.00
607.230	Transportation - In-District Winter	0.0000	0.0000	Actual Usage	1,299,690.78	0.00	1,299,690.78	1,299,690.78
609.300	Pr Consulting Services	0.0000	0.0000	Actual Usage	31,135.25	31,135.25	0.00	31,135.25
<b>612.110 Cooperative Bidding</b>								
612.110.120	Coop Bidding Grp B (1000-2899 sdn	1.0000	3,895.0000	Year	0.00	3,895.00	0.00	3,895.00
612.110.130	Coop Bidding Grp C (50 - 999 sdnt	0.0000	1,117.0000	Year	0.00	0.00	0.00	0.00
618.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	4,436.10	0.00	4,436.10	4,436.10
618.120	Health/Safety Basic Svc Base Price	1.0000	4,112.0000	Service	0.00	4,112.00	0.00	4,112.00
618.130	Health/Safety Basic Svc # bldgs	3.0000	440.0000	Building	0.00	1,320.00	0.00	1,320.00
623.110	Nonpublic Textbk Distr - Admin Fee	20.0000	94.4300	Student	566.58	1,888.60	566.58	2,455.18
623.120	Nonpublic Txtbk Dist. -Textbook Fee	20.0000	173.0000	Per Student Est	1,038.00	3,460.00	1,038.00	4,498.00

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**Final Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b>	School Year 2021-22
<b>WESTHAMPTON BEACH UFSD</b>	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
633.110	Health Ins. Coord. Svc.-East End	328.0000	115.4400	Employee/Year	375.18	37,864.32	375.18	38,239.50
633.130	Workers Comp Consortium Coord.	332.0000	11.0000	Employee/Year	319.00	3,652.00	319.00	3,971.00
652.490	Cooperative Bidding - Nassau BOCES	0.0000	0.0000	Service	0.00	450.00	-450.00	0.00
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	3,345.00	3,345.00	0.00	3,345.00
676.490	GASB 45 / GASB 75 (Capital BOCES)	0.0000	0.0000	Service	157.50	157.50	0.00	157.50
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	2,500.00	0.00	2,500.00	2,500.00

**EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772**

**EASTERN SUFFOLK BOCES  
WESTHAMPTON BEACH UFSD**

School Year 2021-22

Summary:

<u>Total of Service Costs - All Funds:</u>	3,367,556.83	(Except 001/002)
<u>Capital Costs:</u>	47,155.00	(CoSer 002)
<u>Adm. &amp; Clerical Costs:</u>	125,504.00	(CoSer 001)
<u>Total Contract Costs:</u>	3,540,215.83	

The party of the second part hereby agrees to pay the total contract cost to the party of the first part.

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

**EASTERN SUFFOLK BOCES**

**201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-**

Signature, President and/or Clerk, BOCES

(Party of the First Part)

(Post Office Address)

**WESTHAMPTON BEACH UFSD**

**340 Mill Road, WESTHAMPTON BEACH, NY, 11978**

Signature, President and/or Clerk, Board of Education (As Authoized)

(Party of the Second Part)

(Post Office Address)





**Ryan J. Ruf**  
Chief Operating Officer

**James Stucchio**  
Associate Superintendent for  
Management Services

**Susan Maddi, CPA**  
Director of Administrative Services

**Joseph Lesnick**  
Transportation Administrator

CERTIFIED MAIL

July 22, 2022

Ms. Caryolyn Probst, Superintendent  
Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

Dear Ms. Probst:

Based on your district's shared service commitment, enclosed are three (3) copies of the following transportation contract(s) for Summer 2022:

#### REGIONAL TRANSPORTATION PROGRAM

The BOCES District Superintendent has signed all three copies. They must now be signed by the President of your Board on the party of the first part line and also by the Superintendent of Schools on the designated line. **ALL SIGNATURES MUST BE IN INK**—stamped signatures will **NOT** be accepted. Be sure to include your SED Code.

The next step is for your office to forward one (1) properly signed copy (certified mail, return receipt requested) to:

Mr. Paul Overbaugh  
Director of Pupil Transportation  
New York State Education Department  
89 Washington Avenue  
Room 876 EBA  
Albany, New York 12234

Please mail one (1) originally signed contract to:

Joseph Lesnick, Transportation Administrator  
BOCES Regional Transportation Program  
100 Barton Avenue  
Patchogue, New York 11772

Keep one (1) copy for your file.



Barton Avenue Armory • Regional Transportation Program  
100 Barton Avenue, Patchogue, NY 11772  
Phone: 631-472-6480 • fax: 631-240-8959/58 • email: [jlesnick@esboces.org](mailto:jlesnick@esboces.org)  
[www.esboces.org](http://www.esboces.org)

Please be advised that in order for your district to ensure that it is in full compliance with State Aid regulations, this contract must be filed in Albany.

If you have any questions, please call Julian Ming at (631) 472-8777.

Thank you.

Very truly yours,



Joseph Lesnick  
Transportation Administrator  
Regional Transportation Program

Encs.

(SED CODE)

The State Education Department
Transportation Unit, Room 1075 EBA
89 Washington Avenue
Albany, New York 12234

C
Contract Number
(SED will fill in)

Check type of Summer Program:
(Separate contract required for each)

- Special Education
District-operated non-special education
BOCES-operated non-special education

SUMMER TRANSPORTATION CONTRACT
Regional Transportation Program

(Do not use for Addendums or Extensions - See Note on Reverse)

Form with contact information for Joseph Lesnick, Eastern Suffolk BOCES, 100 Barton Avenue, Patchogue, NY 11772.

Please Check if applicable:

- Piggyback Transportation\*
Special Education Only
Partial Year contract that costs \$20,000 or less
One-month emergency contract- 31 Calendar days
Contract for bus maintenance only

Specifications include:

- District will supply contractor with fuel
Provision for attendants, escorts or monitors
Clause for increasing or decreasing service

This AGREEMENT made this 22nd day of June 2022 by and between

Westhampton Beach Union Free School District, County of Suffolk, N.Y.

(Name of School District or BOCES)

party of the first part and Eastern Suffolk BOCES, party of the second part.

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

July 1 2022 and to end August 31 2022

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ price list attached or \$ if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 49,000.00

\*For a piggyback contract, list the originating school district & contract number #

If awarded through a request for proposals, date of request of such proposals (see note on reverse)

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

Signatures and addresses for Westhampton Beach UFSD and Eastern Suffolk BOCES.

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: (Date of Superintendent's Approval)

Filed by: (Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS. 08/19

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the superintendent and the Commissioner of Education. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening \_\_\_\_\_ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder?  Yes  No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

**MULTI-YEAR CONTRACT:** A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " \_\_\_\_\_ year (first, second, etc.) of a \_\_\_\_\_ - year (two, three, etc.) contract, the total cost of which is \$ \_\_\_\_\_ " (total cost of multi-year contract).

**REQUEST FOR PROPOSALS:** If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

**EXTENSIONS AND ADDENDUMS:** An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

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# BOARD OF COOPERATIVE EDUCATIONAL SERVICES

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## REGIONAL TRANSPORTATION PROGRAM

### BARTON AVENUE ARMORY

100 Barton Avenue

Patchogue, NY 11772

### TYPES OF SERVICES

## SUMMER 2022 PRICE LIST

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- NOTE #1: Typically, summer service is provided for six weeks. Transportation costs are charged based upon a daily rate for the program's scheduled days. This will be billed at the end of the six week period. In the event that transportation is terminated during the summer, the district will pay only for the days during which the service was required.
- NOTE #2: It is your district's responsibility to notify us within 3 days of termination of service to obtain proper credit.
- NOTE #3: Fuel costs are included in the vehicle cost.
- NOTE #4: The RTP staff reviews all routes on an ongoing basis in order to provide the highest quality of service in a cost effective manner.

### Door-to-Door (2-3 Hour) Van

Door-to-Door transportation service for ambulatory special education students is available on a regional basis through the Program. The charge per student is in part determined by the number of students assigned to the route. As students are added or removed from a particular route, the per-pupil charge will change.

The following are the daily program rates:

#### **Daily Pricing (cost per-student transported):**

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 366.00	\$ 436.00	\$ 462.00	\$ 498.00
2 students	183.00	218.00	231.00	249.00
3 students	122.00	145.33	154.00	166.00
4 students	91.50	109.00	115.50	124.50
5 students	73.20	87.20	92.40	99.60
6 students	61.00	72.67	77.00	83.00

### Door-to-Door Wheelchair (2-3 Hour) Van

Door-to-Door transportation service for a wheelchair van is also on a regional basis through the Program. The charge per student is in part determined by the number of students assigned to the route.

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 392.00	\$ 472.00	\$ 474.00	\$ 524.00
2 students	196.00	236.00	237.00	262.00
3 students	130.67	157.33	158.00	174.67
4 students	98.00	118.00	118.50	131.00

## Monitors/Attendants (2-3 Hour)

At the discretion of the home district, monitors/attendants are sometimes assigned to monitor and help children receiving transportation services. In order to provide this service at the lowest possible per pupil charge, the cost of the shared monitor/attendant is divided by the number of students on the vehicle requiring this service.

Additional costs of a monitor/attendant are as follows:

### **Daily Pricing (cost per-student transported):**

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 212.00	\$ 212.00	\$ 250.00	\$ 248.00
2 students	106.00	106.00	125.00	124.00
3 students	70.67	70.67	83.33	82.67
4 students	53.00	53.00	62.50	62.00
5 students	42.40	42.40	50.00	49.60
6 students	35.33	35.33	41.67	41.33

## Per-Student Pricing

The per-student pricing (also referred to as a bought seat) may be available when the cost of transportation is more cost effective on a per pupil basis due to the student(s) being transported with other students through other contracts. This pricing is subject to contractor approval and contractor availability. The rates below are a sample and will vary based on contractor and vehicle type requested. Please call Eastern Suffolk BOCES for availability and cost;

### **Daily Pricing (cost per-student transported):**

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
Per-Student Van	\$ 303	\$ 303	\$ 256	\$ 263
Per-Student Wheelchair Van	303	303	256	263

Per-Student Matrons price varies based on route time and share.

## Other Services

The following is a list of other transportation related services available through the Regional Transportation Program. Charges for students requiring these services will vary depending upon the number of students participating in the program.

Orthopedically handicapped	Gifted & Talented Program
Individual Monitor/Attendant	DDI Vans/Buses/Monitors
Weekend Residential	Shuttles
Saturdays, Holidays, Respite	Late/Mid-Day Buses
In-District Summer Programs	Field/Coach Trips
Testing/Training	Regents Buses
Full Size School Buses	Work Studies



**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2021-2022 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 8/1/2022

Budget Code to **Transfer TO:**

Code Number: Various (Attached)

Code Title: Non-Instructional Salaries

Amount to Transfer: \$ 201,282.83

Budget Code to **Transfer FROM:**

Code Number: Various (Attached)

Code Title: Non-Instructional Salaries

Reason for Transfer:

*to reclass budget funds to expenses at year end (cover negatives) for Non-Instructional Salaries*

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

J. Pirro 8/1/2022  
Asst. Supt for Business                      Date

\_\_\_\_\_  
Superintendent                                      Date

\_\_\_\_\_ Transfer #

\_\_\_\_\_ Transfer Made By

\_\_\_\_\_ Transfer Date

**Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval \_\_\_\_\_

BUDGET TRANSFERS - JUNE 30, 2022

INSTRUCTIONAL SALARIES

TO

Budget Account	Description	Available Balance	
1620-160-00-05	Non-Instruct Sal - DW	-138,073.59	
2815-160-00-03	Non-Instruct Sal - ES	-17,935.33	
2815-160-00-01	Non-Instruct Sal - HS	-12,031.48	
2815-160-00-02	Non-Instruct Sal - MS	-1,455.04	
2250-160-00-05	Clerical Salaries	-306.00	
8060-161-00-05	We Care Salaries	-7,588.74	
2110-162-00-03	School Monitors - ES	-1,369.55	
2110-163-00-05	Security	-4,711.41	
2250-164-00-03	Teacher Aide Sal - ES	-93.44	
1620-168-00-05	Overtime	-17,718.25	-201,282.83

FROM

Budget Account	Description	Available Balance	Amount to Transfer
2250-164-00-02	Teacher Aide Sal - MS	45,573.96	45,000.00
2110-162-00-02	School Monitors - MS	35,806.55	35,000.00
2250-164-00-05	Teacher Aide Salaries	30,163.83	30,000.00
2110-160-00-01	Secretarial Salaries - HS	27,745.50	27,000.00
2110-163-00-01	Security - HS	24,039.82	22,000.00
2110-161-00-05	Substitute Clerical Salar	17,427.87	17,000.00
1620-160-00-03	Non-Instruct Sal - ES	16,578.60	16,000.00
1620-160-00-01	Non-Instruct Sal - HS	12,511.23	9,282.83
			201,282.83

**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2021-2022 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 8/1/2022

Budget Code to **Transfer TO:**

Code Number: Various (Attached)

Code Title: Instructional Salaries

Amount to Transfer: \$ 238,062.36

Budget Code to **Transfer FROM:**

Code Number: Various (Attached)

Code Title: Instructional Salaries

Reason for Transfer:

*to reclass budget funds for expenses at year end (cover negatives) for Instructional Salaries*

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

J. Piro 8/1/2022  
Asst. Supt for Business                      Date

\_\_\_\_\_  
Superintendent                                      Date

\_\_\_\_\_ Transfer #

\_\_\_\_\_ Transfer Made By

\_\_\_\_\_ Transfer Date

**Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval \_\_\_\_\_

BUDGET TRANSFERS - JUNE 30, 2022

INSTRUCTIONAL SALARIES

TO

Budget Account Description	Available Balance	
2110-140-00-05 Subsitute Teacher Salar	-160,974.35	
2855-150-00-01 Instructional Sal - HS	-29,808.52	
1240-150-00-05 Instructional Salaries	-5,112.68	
2010-150-00-05 Professional Salaries	-4,238.00	
2250-150-00-01 Instructional Sal - HS	-2,409.47	
2820-150-00-03 Instructional Sal - ES	-2,005.72	
2855-150-00-02 Instructional Sal - MS	-724.50	
2850-152-00-02 Chaperone Pay- Middle Sch	-25,579.93	
2855-153-00-05 Athletic Contest Supervis	-6,628.97	
2810-158-00-01 Instruct Sal- Summer - HS	-580.22	-238,062.36

FROM

Budget Account Description	Available Balance	Amount to Transfer
2110-130-00-02 Instruction Sal 7-12 -MS	77,202.96	77,000.00
2110-130-00-01 Instruction Sal 7-12 -HS	58,914.44	58,000.00
2250-150-00-02 Instructional Sal - MS	55,159.53	55,000.00
7140-150-00-05 Instructional Salaries	49,421.26	48,062.36
		238,062.36

**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2022-2023 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 8/1/2022

Budget Code to **Transfer TO:**

Code Number: Various Salary Codes

Code Title: (Attached)

Amount to Transfer: \$ 32,484.71

Budget Code to **Transfer FROM:**

Code Number: A 9089.800.00.05

Code Title: Other Employee Benefits

Reason for Transfer: TO increase salary codes per contractual agreements

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

J. Pirro      8/1/2022  
Asst. Supt for Business      Date

\_\_\_\_\_  
Superintendent      Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date

**Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval \_\_\_\_\_

**Budget Account****Description**

TO

2020-150-00-01	Instructional Sal -HS	-18,802.00
1240-150-00-05	Instructional Salaries	-6,750.00
2810-150-00-05	Instructional Sal - DW	-4,615.00
2010-160-00-05	Non-Instructional Salarie	-1,000.00
2110-163-00-02	Security - MS	-600.00
2250-160-00-05	Clerical Salaries	-500.00
1040-160-00-05	Non-Instructional Salarie	-217.71

FROM

9089-800-00-05	Other Employee Benefits	32,484.71
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**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2022-2023 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 7/11/2022

Budget Code to **Transfer TO:**

Code Number: Various (see attached)

Code Title: Instructional Salaries

Amount to Transfer: \$ 31,458

Budget Code to **Transfer FROM:**

Code Number: A9089.800.00.05

Code Title: Other Employee Benefits

Reason for Transfer:

*To transfer salary funds into budget codes per MOA with supervising unit.*

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

[Signature]  
Asst. Supt for Business

7/11/2022  
Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date



**Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval \_\_\_\_\_

From

Budget Code(s)

A9089.800.00.05 Other Employee Benefits \$ 31,458.00

To

Budget Code(s)

A2020.150.00.01 Instructional Salaries - Administrative, HS \$ 18,802.00

A2020.150.00.02 Instructional Salaries - Administrative, MS \$ 3,863.00

A2020.150.00.05 Instructional Salaries - Administrative, DW \$ 8,793.00

Purpose:

To transfer budgeted salary funds per MOA with Supervisory Unit



**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2022-2023 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 8/8/2022

Budget Code to **Transfer TO:**

Code Number: A 2630. 490. 00. 08

Code Title: BOCES Services

Amount to Transfer: \$ 16,020.<sup>00</sup>

Budget Code to **Transfer FROM:**

Code Number: Various (District Software)

Code Title: Software

Reason for Transfer:  
TO reallocate fund to purchase software through Boces for Ed Law 2d compliance assurances

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

J. Pirro 8/8/2022  
Asst. Supt for Business                      Date

\_\_\_\_\_  
Superintendent                                      Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date

**Board of Education Approval Required (for over \$10,000)**  
Date of BOE Approval \_\_\_\_\_

## BUDGET TRANSFER - TRANSFER SOFTWARE PURCHASES TO ESBOCES

### FROM DISTRICT SOFTWARE

Budget Account	Description	BUDGET TRANSFER AMOUNT	
2630-460-00-01	Software- High School		
	Ed Puzzle	1,300.00	
	Kami (S)	2,346.00	3,646.00
2630-460-00-02	Software- Middle School		
	Brain POP w/ESL & ELL	1,875.00	
	Ed Puzzle	1,188.00	
	Kami (S)	1,173.00	4,236.00
2630-460-00-03	Software- Elementary Sch		
	Brain POP Jr w/ESL & ELL	1,875.00	
	Kami (S)	1,173.00	
	See Saw Learning	1,250.00	4,298.00
1680-400-00-05	Repair & Licensing - DW		
	Frontline RTIm	3,840.00	3,840.00
			<u>16,020.00</u>

### TO BOCES SERVICES (SOFTWARE)

2630-490-00-08	BOCES Services		16,020.00
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**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2021-2022 SCHOOL YEAR**

Requestor: J. Pirro

Date of Request: 8/11/2022

Budget Code to **Transfer TO:**

Code Number: A5540.490.00.05

Code Title: BOCES Regular Transportation

Amount to Transfer: \$ 432,854.85

Budget Code to **Transfer FROM:**

Code Number: A Fund- Various BOCES codes

Code Title: BOCES Transportation & Services

Reason for Transfer:

*To reallocate funds from Boces services codes to Regular Transportation for 2021-22 school year*

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.  
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S  
OFFICE FOR FINAL APPROVAL.**

J. Pirro 8/11/2022  
Asst. Supt for Business                      Date

\_\_\_\_\_  
Superintendent                                      Date

\_\_\_\_\_ Transfer #

\_\_\_\_\_ Transfer Made By

\_\_\_\_\_ Transfer Date

**Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval \_\_\_\_\_

**Budget Transfer - Transportation 2021-2022**

**TO**

Budget Code	Description	Amount
A5540.490.00.05	BOCES - Regular Transportation	432,854.85

**FROM**

Budget Code	Description	Amount
A5540.490.00.01	BOCES - Field Trips HS	7,035.32
A5540.491.00.05	BOCES - Special Education Transportation	144,329.02
A5540.490.00.06	BOCES - Athletic Transportation	4,190.16
A5540.490.00.03	BOCES - Field Trips ES	16,951.20
A2250.490.00.08	BOCES - Special Education Services	260,349.15

432,854.85

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 08/10/2022  
Fiscal Year: 2022

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Pending Encumbrance	Available Balance
40-490-00-01	BOCES-Field Trips HS	0.00	26,550.00	26,550.00	5,537.68	11,012.32	0.00	10,000.00
40-490-00-02	BOCES-Field Trips MS	0.00	16,610.00	16,610.00	12,359.73	3,838.91	0.00	411.36
40-490-00-03	BOCES-Field Trips ES	0.00	19,925.00	19,925.00	921.82	19,003.18	0.00	0.00
40-490-00-05	BOCES-Regular Transporta	0.00	945,328.35	945,328.35	1,274,153.49	0.00	0.00	-328,825.14
40-490-00-06	BOCES-Athletics Transport	0.00	227,540.00	227,540.00	143,524.22	79,825.62	0.00	4,190.16
40-491-00-05	BOCES-Handicapped Transpo	0.00	521,644.00	521,644.00	377,314.98	0.00	0.00	144,329.02
<b>Total GENERAL FUND</b>		<b>0.00</b>	<b>1,757,597.35</b>	<b>1,757,597.35</b>	<b>1,813,811.92</b>	<b>113,680.03</b>	<b>0.00</b>	<b>-169,894.60</b>

HS

YTP 5,537.68 +  
 4 Jun 3,314.33 +  
 2,729.46 +  
 unk. FF 2,395.53 +  
 004 13,977.00G+  
 13,977.00 +  
 11,012.32 -  
 Enc o/s 2,964.68G+  
 000  
 PO inc  
 10,000.00 +  
 2,964.68 -  
 0.00  
 avail for 7,035.32G+  
 BT to  
 Reg Transport

MS  
 YTP 12,359.73 +  
 4 Jun 4,863.83 +  
 002 17,223.56G+  
 17,223.56 +  
 16,610.00 -  
 000  
 PO inc. 613.56G+  
 613.56 +  
 411.36 -  
 000  
 avail  
 BT needed

ES  
 921.82 +  
 1,388.87 +  
 460.91 +  
 2,771.60G+  
 003  
 000  
 0.00G+  
 19,925.00 +  
 2,771.60 -  
 000  
 avail for BT  
 17,153.40G+

See updated Budget Status Report on next page

16,951.20G+ avail BT to Reg. Transp

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2022  
Fiscal Year: 2022

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Pending Encumbrance	Available Balance
540-490-00-01	BOCES-Field Trips HS	0.00	26,550.00	26,550.00	5,537.68	11,012.32	0.00	10,000.00
540-490-00-02	BOCES-Field Trips MS	0.00	16,610.00	16,610.00	12,359.73	3,838.91	0.00	411.36
540-490-00-03	BOCES-Field Trips ES	0.00	19,925.00	19,925.00	921.82	1,849.78	0.00	17,153.40
540-490-00-05	BOCES-Regular Transporta	0.00	945,328.35	945,328.35	1,274,153.49	0.00	0.00	-328,825.14
540-490-00-06	BOCES-Athletics Transport	0.00	227,540.00	227,540.00	143,524.22	79,825.62	0.00	4,190.16
540-491-00-05	BOCES-Handicapped Transpo	0.00	521,644.00	521,644.00	377,314.98	0.00	0.00	144,329.02
<b>total GENERAL FUND</b>		<b>0.00</b>	<b>1,757,597.35</b>	<b>1,757,597.35</b>	<b>1,813,811.92</b>	<b>96,526.63</b>	<b>0.00</b>	<b>-152,741.20</b>

**Westhampton Beach Union Free School District  
Business Office**

To: Carolyn Probst

From: Jacqueline Pirro



Date: July 28, 2022

Re: Musical Instruments and Equipment Bid

Bids were opened on July 27, 2022, for musical instruments and equipment. Bid specifications were sent to ten vendors with one vendor submitting a bid.

I am recommending that the Board of Education accept the bid from Family Melody as they were the sole bidder and their prices are lower or competitive with industry quotes.

If you should have any questions or require additional information, please let me know.

Westhampton Beach UFSD  
 340 Mill Rd. Westhampton Beach, NY 11978  
 631-288-3800 Fax 631-288-4828

Bid No.: 22-200M

Opening: July 27, 2022 10:30 a.m.

Bid Title: Musical Instruments and Equipment

QTY.	PRODUCT NAME	MAKE/MODEL #	PRICE	S&H
1	Bb Clarinet, w/case	Yamaha YCL-255	539.00	
1	Trumpet, w/case	Yamaha YTR-2330	709.00	
1	Flute	Yamaha YFL-282Y Inline G with C foot	686.00	
2	Oboe	Yamaha Grenadilla YOB-441 w/plastic insert 3058 x 2 =	6116.00	
1	Flute	Yamaha YFL-222	527.00	
1	Alto Saxophone, w/case	Yamaha YAS-26	1256.00	
3	Clavinova	Yamaha CLP-745	NO BID	
2	Euphonium	Yamaha YEP-201 3 Valve 1707 x 2 =	3414.00	
8	Chair carts	Wenger Move and store carts	NO BID	
20	Music stands	Wenger Roughneck Music Stands	NO BID	
75	Student Chairs	Wenger Nota Standard Posture Chairs 17.5"	NO BID	
1	Kala Tenor Ukulele	Elite MHG-ST	NO BID	
1	Kala Tenor Ukulele	Elite KOA-STG	NO BID	
1	Kala Tenor Ukulele	KA-SA-T	340.00	
1	Kala Tenor Ukulele	KA-TE Satin Mahogany w/pickup	155.00	

Vendor Name: Family Melody

Initials: (FM)



# Memorandum

**To:** Dr. Carolyn Probst

**From:** Charisse Miller



**Date:** August 3, 2022

**Re:** Surplus

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Attached is a list of books that the middle school library needs to be surplus.

Please let me know if you need anything else.

Sincerely,

Charisse Miller

CEM:imm

# Westhampton Beach UFSD

Building & Grounds Department

Memo

To: Carolyn Probst, Superintendent  
From: Anthony Martino, Assistant Plant Facility Adm.  
Date: July 12, 2022  
Subject: Surplus high school cafeteria equipment & appliances

Please ask the Board of Education to approve the surplus of appliances and equipment from the high school cafeteria at the next meeting. These appliances and equipment are unrepairable and no longer in use; and should be excessed.

Asset#	Make	Model	Serial#	Location
n/a	Maytag/chest freezer	mqc1552TEW00	U13184482	high school cafe
n/a	Metro/upright warmer	CM200/C175-C(1)N	n/a	high school cafe
000353	Traulsen/12doorfridge- deli side	n/a	n/a	high school cafe
000359	Hatco/countertop warmer	GRSDS-24D	8767429902	high school cafe

AM/ka

Cc: Kathy Fibkins, business office

Westhampton Beach Union Free School District  
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business 

Date: July 22, 2022

Re: Golf Team Donation

On behalf of the C.J. Andrews Golf Scholarship the district received a donation of \$565.00 for the district's golf program. I am asking the BOE to accept this donation so we can allocate the money towards the purchase of golf team hats.

Westhampton Beach Union Free School District  
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: July 8, 2022

Re: IDEA 611 and 619 Flow-Through Funds 2022-2023 School Year

I am recommending the Board of Education approve the following contracts with local education agencies for sub-allocations of IDEA Sections 611 and 619 funds based on special education services they provide.

- Alternatives for Children
- Cam-Held Enterprises, Inc d/b/a Jusk Kids Early Childhood Learning Center
- County of Suffolk
- Developmental Disabilities Institute, Inc.
- NYSAR, Inc., Suffolk AHRC
- The New Interdisciplinary School

If you have any questions or require additional information please let me know.

**SPECIAL EDUCATION SERVICES CONTRACT**  
**Education Law §3602-c**

This Agreement is entered into this 1st day of September, 2022 by and between the Board of Education of the Wainscott Common School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 47 Main Street, Wainscott, New York 11975 and the Board of Education of the Westhampton Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required under Education Law §3602-c to provide special education services to students who are residents of this state and who attend nonpublic schools located in the DISTRICT OF LOCATION; and

WHEREAS, the DISTRICT OF LOCATION is entitled to recover costs of services, costs of evaluation, and costs of committee on special education administration directly from the DISTRICT OF RESIDENCE for special education students who receive services under Education Law §3602-c and reside in the DISTRICT OF RESIDENCE.

NOW, THEREFORE, the parties 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.

B. SERVICES AND RESPONSIBILITIES:

1. The special education services required by Education Law §3602-c and set forth in this Agreement shall be provided to the students who are residents of the DISTRICT OF RESIDENCE and attending nonpublic schools located in the DISTRICT OF LOCATION as listed, which may be modified from time to time.
2. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to Education Law §3602-c and this Agreement, DISTRICT OF LOCATION shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
3. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to Education Law §3602-c and this Agreement, DISTRICT OF LOCATION shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

4. During the term of this Agreement, the services to be provided by the DISTRICT OF LOCATION shall include, but not be limited to, the following:
  - a) Review of a parent's request for special education services by the Committee on Special Education;
  - b) Development of an Individualized Education Service Program from the student based upon the student(s)'s individualized needs in the same manner and with the same contents as an Individualized Education Program;
  - c) The Committee on Special Education shall assure that special education programs and services are made available to students with disabilities attending nonpublic schools located within the school district on an equitable basis, as compared to special education programs and services provided to other students with disabilities attending public or nonpublic schools located within the DISTRICT OF LOCATION; and
  - d) Review of the recommendation of the Committee on Special Education may be obtained by the parent or person in parental relation of the pupil pursuant to Education Law §4404.
5. To the extent required by federal law, the DISTRICT OF LOCATION of a student with a disability shall be responsible for compliance with the requirements of 20 U.S.C. 1412(a)(10), including but not limited to, equitable provision of services, child find and consultation requirements.
6. The committee on special education of the DISTRICT OF LOCATION shall be responsible for evaluation and possible identification as a student with a disability of all students attending nonpublic schools located within the school district.
7. The DISTRICT OF LOCATION shall expend a proportionate amount of its federal funds made available under Part B of the IDEA for the provision of services to students with disabilities attending such nonpublic school, provided that such federal funds may not be used for the cost of carrying out the child find requirement.
8. School districts shall obtain parental consent prior to the release of personally identifiable information concerning a student attending a nonpublic school from records collected or maintained pursuant to Part B of the IDEA between such student's DISTRICT OF RESIDENCE and DISTRICT OF LOCATION.
9. All services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.
10. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.

11. 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.
12. The DISTRICT OF LOCATION 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 the DISTRICT OF LOCATION pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
13. The DISTRICT OF LOCATION represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
14. The DISTRICT OF LOCATION shall comply will all applicable policies of the DISTRICT OF LOCATION while providing services pursuant to this Agreement.
15. The DISTRICT OF LOCATION shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
16. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. Subject to subparagraph 8, above, the DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
17. 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.
18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is 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. 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).

19. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.

C. REIMBURSEMENT:

1. The DISTRICT OF LOCATION shall be entitled to recover the costs of services, costs of evaluation, and costs of committee on special education administration directly from services from the DISTRICT OF RESIDENCE for each student residing in the DISTRICT OF RESIDENCE and receiving special education services in accordance with Education Law §3602-c. The cost shall not exceed the actual net cost of educating such student, which shall be determined in accordance with the procedures set forth in Part 177 of the Regulations of the Commissioner of Education and guidance from the State Education Department.
2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE.
4. The DISTRICT OF RESIDENCE shall give the DISTRICT OF LOCATION notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. The parties understand and agree that all claims and any disputes between the parties to recover costs for special education provided to non-resident students under this Agreement and pursuant to Education Law §3602-c shall be addressed and resolved in accordance with Section 177.2 of the Regulations of the Commissioner and guidance from the State Education Department.
2. Defense / Indemnification
  - i. DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, 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 DISTRICT OF RESIDENCE, 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.

- ii. DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, 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 DISTRICT OF LOCATION, 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:

To DISTRICT OF LOCATION:

Deborah Haab, Superintendent  
Wainscott Common School District  
P.O. Box 79  
47 Main Street  
Wainscott, NY 11975

To DISTRICT OF RESIDENCE:

Carolyn J. Probst, Ed., Superintendent  
340 Mill Road,  
Westhampton Beach, NY 11978

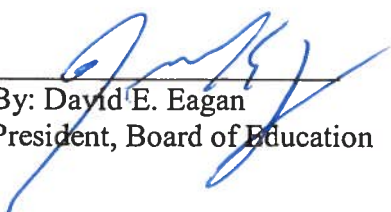
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right 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

Suffolk 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.

DISTRICT OF LOCATION:  
WAINSCOTT CSD

DISTRICT OF RESIDENCE:  
Westhampton UFSD

  
\_\_\_\_\_  
By: David E. Eagan  
President, Board of Education

\_\_\_\_\_  
By:  
President, Board of Education

SPECIAL EDUCATION SERVICES CONTRACT  
Education Law 4401 (2)(b)

Agreement made this \_\_\_\_ day of August 2022 by and between the Board of Education of the East Quogue Union Free School District (hereinafter the “SENDING DISTRICT”) having its principal place of business at 6 Central Avenue, East Quogue, NY 11942 and the Board of Education of the Westhampton Beach Union Free School District (hereinafter the “RECEIVING DISTRICT”), having its principal place of business at 340 Mill Road, Westhampton Beach, NY 11978.

WITNESSETH

WHEREAS the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities in those circumstances where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from September 1, 2022, through June 23, 2023, inclusive, unless terminated earlier as provided for in this Agreement. It is understood that neither the SENDING DISTRICT nor the RECEIVING DISTRICT is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS: In performing the services specified in this Agreement, it is agreed that:

1. This Agreement, and any amendments thereto, will not be in effect until agreed upon in writing and signed by authorized representatives of both parties;
2. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, 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 RECEIVING DISTRICT, 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. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, 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 SENDING DISTRICT, 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.

C. SERVICES AND RESPOSIBILITIES:

1. The RECEIVING DISTRICT shall provide special education instructional services to the student listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of the Agreement.
  - a. The SENDING DISTRICT shall provide notice to the RECEIVING DISTRICT if the student is to be deleted from the Confidential Schedule A. Such notice shall be given as soon as the SENDING DISTRICT becomes aware of the student's intended termination of attendance in the RECEIVING DISTRICT'S program. In the event that the student is deleted during the term of this Agreement, the SENDING DISTRICT shall remain obligated to pay the agreed upon tuition prorated to the date of termination.
2. The services provided by the RECEIVING DISTRICT to the student under this Agreement shall be in accordance with State curriculum and standards.
3. The SENDING DISGTRICT shall obtain whatever releases, prescriptions, or other legal documents necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement.
4. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
5. The RECEIVING DISTRICT shall make qualified personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice ot the RECEIVING DISTRICT of such meetings.
6. The RECEIVING DISTRICT 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. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with proof of clearance for employment from the New York State Education Department prior to the provision of such services.

7. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the student covered by the terms of this Agreement.
8. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT's designated representatives during the normal school business hours of the RECEIVING DISTRICT.
9. In the event that the parent or person in parental relation to the student receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT; the SENDING DISTRICT is to absorb all costs and expenses (including attorney's fees) necessary to the defense of any such impartial hearing as well as any complaint arising out of the acts or omissions of the SENDING DISTRICT, its officers and employees.

#### D. REPRESENTATION:

1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any criminal or professional misconduct or incompetence. Upon execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to the student under this Agreement.
2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for the disclosure of notices pursuant to this Agreement set forth below.

#### E. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for the student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education, reference as the Non-Resident Tuition Rate (NRT).

2. The Estimated Non-Resident Tuition Rate (NRT EST) for 2022/2023 school year is:

Special Education – Full Day  
K-6 Student with Disabilities - \$73,361.94

When the final NRT Rate for the 2022/2023 school year is available, the rate will be adjusted to reflect additional tuition due to the RECEIVING DISTRICT or a credit due to the SENDING DISTRICT, as necessary

3. The parties understand that this rate is subject to change by the State Education Department in accordance with part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of the student's attendance.
4. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified.
5. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
6. The SENDING DISTRICT shall be responsible for the costs of transporting the student listed in Schedule A to and from the RECEIVING DISTRICT.
7. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.
8. The services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:
  - Instructional Services
  - Special Education and Related Services as set forth in the student's Individualized Education Plan (IEP).
  - East Quogue Union Free School District will pay Westhampton Beach Union Free School District the cost of a 1:1 teacher aide/teacher assistant as per IEP requirements if needed.

#### F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT, its officers, agents, or employees in connection with the performance of the RECEIVING DISTRICT'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000.00).
2. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

#### G. TERMINATION:

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below. Notwithstanding such, the SENDING DISTRICT shall be obligated to pay the RECEIVING DISTRICT tuition based upon the NRT prorated for the period of actual attendance.
2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
3. In the event the SENDING DISTRICT or the RECEIVING DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. NOTICES:

1. 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:

To Receiving District:  
Carolyn J. Probst, Ed.D., Superintendent of Schools  
Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach NY 11978

To Sending District:  
Robert J. Long, Superintendent of Schools  
6 Central Avenue  
East Quogue, NY 11942

I. SUCCESSORS AND ASSIGNS:

1. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

J. WAIVER OF RIGHTS:

1. 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.

K. SEVERABILITY:

1. 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.

L. GOVERNING LAW:

1. 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.
2. Venue: Any dispute arising under this Agreement shall be litigated in the State Courts of Suffolk County, New York.



M. ENTIRE AGREEMENT:

1. This Agreement, along with attached "Schedule A," 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.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
3. 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.

**BOARD OF EDUCATION OF THE  
WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Print Name, School Board President

BY: \_\_\_\_\_  
Signature, School Board President

Dated: \_\_\_\_\_

**BOARD OF EDUCATION OF THE  
EAST QUOGUE UNION FREE SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Print Name, School Board President

BY: \_\_\_\_\_  
Signature, School Board President

Dated: \_\_\_\_\_



Westhampton Beach UFSD  
49 Lilac Road  
Westhampton Beach, NY 11978

July 2022

## MEMO

To: Carolyn Probst, Ed. D.  
Superintendent

From: Robert Finn, Ed. D.  
Director of Guidance/Data Mgt.

Re: Home Tutoring - BOE recommendation

The list below reflects the Home Tutoring Agencies requested for the 2022/2023 school year.

### **Tutoring Agencies:**

- Education at Mather
- Hope for Youth
- iTutor.com
- Learn Well
- Out East Therapy
- St. James Tutoring

**CONTRACT/CONSULTING AGREEMENT**

THIS AGREEMENT is made this 1st day of July, 2022,  
between WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,  
located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter the Company,  
and Matt Parsons, Owner Living Arts Aquarium hereinafter the Contractor/Consultant,  
whose mailing address is P.O. Box 654, East Quogue, New York 11942

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence July 1, 2022 and terminate June 30, 2023.  
The agreement may be renewed at the option of The Company, up until the day that the original agreement  
herein expires. This agreement may be terminated by either party without the consent of the other party but  
only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the  
following:

The Company: Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach NY 11978

The Contractor/Consultant: Matt Parsons, Owner of Living Arts Aquariums  
P.O. Box 654  
East Quogue, New York 11942

2. PAYMENT

In consideration of the services provided by The Contractor/Consultant to The Company, services shall be  
paid in the following manner: (please include rates by hours, session, or month according to the services being  
provided)

Flat rate of \$90 per hour of labor.  
Products that must be purchased through the contractor are charged at 15% over cost.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:  
Fix all issues (equipment and plumbing) related to fish tanks in and around the wet lab.  
Prepare all aquarium systems for use by students; maintain all running systems.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts it's business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: \_\_\_\_\_  
The Contractor/Consultant  
Tax ID No.: \_\_\_\_\_

Date: \_\_\_\_\_  
Westhampton Beach UFSD  
By: \_\_\_\_\_



Matthew Parsons  
631.335.5516  
LivingArtAquariumsNY.com

July 27, 2022

Living Art Aquariums would like to provide aquarium services for The Westhampton Beach School District for the 2022-2023 school year.

The Marine Lab of the High school contains a saltwater multi-tank system, a freshwater multi-tank system, as well as a 300 gallon cichlid tank in the lobby/hallway, a dual shallow raceway system, as well as a medium sized aquarium which has been built into the wall and allows passersby to look into the laboratory.

The final major project remaining is the moving of the 300-gallon aquarium in the lobby/hallway which would need to be moved back into the marine lab, into the space which had been occupied by "big blue". We forecast this project to be roughly 15 hours.

Maintenance is required on all running systems to ensure they continue to operate as needed. We suggest an average of 3 hours per week, every week for the next 52 weeks for regular scheduled maintenance of operating systems, as well as 10 hours per year set aside for scheduled pump maintenance for a total of 166 hours.

We will be charging a flat rate of 90 dollars per hour for labor. For products that must be purchased through me, I can offer 15% markup above my cost.

We look forward to the opportunity!

Matt Parsons  
Owner  
Living Art Aquariums

# Fall Leadership Summit

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**Together We Rise!**  
**Shaping Education for Today, Tomorrow & Beyond**

September 18 - 20, 2022 / Saratoga Springs, NY

**REGISTER**

## MEMORANDUM OF AGREEMENT

**AGREEMENT** made this            day of August, 2022 by and between the Chief Executive Officer of the Westhampton Beach UFSD and the President of the Westhampton Beach Teachers' Associations.

1. The Collective Bargaining Agreement currently extant is to be modified by way of including as additional coaching positions those of Varsity Baseball Assistant; Varsity Softball Assistant; Varsity Soccer Assistant (Boys); and Varsity Soccer Assistant (Girls) at the "salaries" set forth in the attachment hereto; the CBA Appendix providing for coaching positions is to be amended accordingly.

All other terms and conditions set forth within the subject Agreement as pertaining to coaches are to continue in full force and effect

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

WESTHAMPTON BEACH UFSD      Westhampton Beach Teachers Association

\_\_\_\_\_  
Carolyn V. Probst, CEO

\_\_\_\_\_  
John Vahle, President

Varsity Baseball Assistant Coach

	Step 1	Step 2	Step 3
2022-23	6,179.86	6,372.23	6,564.58
2023-24	6,257.11	6,451.88	6,646.64

Varsity Softball Assistant Coach

	Step 1	Step 2	Step 3
2022-23	6,179.86	6,372.23	6,564.58
2023-24	6,257.11	6,451.88	6,646.64

Varsity Soccer Assistant Coach - Boys

	Step 1	Step 2	Step 3
2022-23	5,870.03	6,041.79	6,213.51
2023-24	5,943.40	6,117.30	6,291.18

Varsity Soccer Assistant Coach - Girls

	Step 1	Step 2	Step 3
2022-23	5,870.03	6,041.79	6,213.51
2023-24	5,943.40	6,117.30	6,291.18





# WESTHAMPTON BEACH PUBLIC SCHOOLS

## REQUEST FOR FIELD TRIP

Must be submitted 2 weeks prior to trip

From: Hannah Pawluk Date of Application: 7/29/22

Authorization is requested for this field trip at full expense to the School District.   
Authorization is requested for transportation only.

PURPOSE: All-National Ensemble Rehearsal and Concert

DESTINATION: Gaylord National Resort & Convention Center, National Harbor, MD

DATE(S) OF EVENT: November 3-6, 2022

TIME OF DEPARTURE: TBD TIME OF RETURN: TBD

SUBSTITUTE NEEDED: Yes  No

Description and Number of Students Participating in Field Trip: 1 chorus student,  
1 teacher

Form of Transportation needed: (indicate number of vehicles)

Personal Car \_\_\_\_\_ Mini-Bus \_\_\_\_\_ Bus \_\_\_\_\_

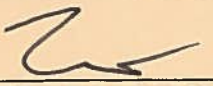

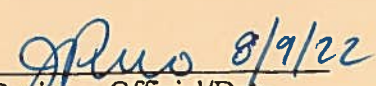
List Additional Chaperones:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANTICIPATED EXPENSES:\* (Purchase Order must accompany this form)

Registration/Admission Fee:	\$ <u>1,070.00</u>	Student \$875 → Chaperone \$195
If personal car: number of miles at .58 p/m	<u>500.00 EST.</u>	
Tolls:	<u>Hotel 800 -</u>	
Meals:	<u>200 -</u>	
<b>NO EXTRA PAY</b>	<b>TOTAL</b>	\$ <u>2,570 -</u>

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1- Building Principal/Date      2-Asst. Superintendent for Personnel & Instruction/Date      3-Business Official/Date

- cc: 1) Personnel Office    2) Business Office    3) Building Principal    4) Teacher    5) Transportation

\*RECEIPTS will be necessary to receive reimbursement of expenses. To avoid payment of tax (not reimbursable) request tax forms from the Business Office.

**WESTHAMPTON BEACH PUBLIC SCHOOLS**  
**WESTHAMPTON BEACH, NY 11978**

TEXTBOOK EVALUATION FORM

I. Technical Data

A. Bibliography

1. Title: Human Geography for the AP Course
2. Author: Hildebrant, Lu, Keller, and Neumann
3. Publisher: Bedford, Freeman & Worth (BFW Publishers)
4. Date and Edition: 2021- First Edition
5. Part of Series \_\_\_\_\_Yes    X No

II. Evaluation Checklist

Key – 4 – strongly agree

3 – agree

2 – disagree

1 – strongly disagree

N/A – not applicable

A. Content checklist

1. Content is accurate and in agreement with the latest research	1	2	3	4	<b>5</b>	N/A
2. Content relates to the course of study developed by the curriculum	1	2	3	4	<b>5</b>	N/A
3. Content is suitable in terms of reading level and vocabulary	1	2	3	4	<b>5</b>	N/A
4. Content is presented in a way that encourages student to think out solution, not memorize facts	1	2	3	<b>4</b>	5	N/A
5. Charts, maps and tables are presented in a clear accurate manner	1	2	3	4	<b>5</b>	N/A
6. Content is suitable in terms of topics covered	1	2	3	4	<b>5</b>	N/A

B. Author checklist

1. Authors and/or consultants have teaching experience on particular level being considered	1	2	3	4	<b>5</b>	N/A
2. Authors have the educational background that qualifies them to write in the content field being considered	1	2	3	4	<b>5</b>	N/A

C. Date of Publication Checklist

1. Textbook is up-to-date and incorporates the latest findings in methodology and technology	1	2	3	4	<b>5</b>	N/A
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#### D. Treatment of Sensitive Areas Checklist

1. The author develops the role of minority groups in a manner that reflects the latest findings in scholarly research	1	2	3	4	5	N/A
2. Stereotypes are avoided in terms of racial, religious and ethnic background	1	2	3	4	5	N/A
3. Where difference of opinion exist, the author treats all sides fairly and objectively	1	2	3	4	5	N/A

#### E. Physical Characteristics Checklist

1. Binding is substantial considering the amount of handling the book will be subjected to	1	2	3	4	5	N/A
2. The paper used is of good quality	1	2	3	4	5	N/A
3. The type is suitable for grade level being considered	1	2	3	4	5	N/A
4. There is adequate spacing between words and lines to make reading easy	1	2	3	4	5	N/A
5. Illustrations are pleasing, colorful, purposeful and well located on the page	1	2	3	4	5	N/A

#### F. Teaching Aids Checklist

1. The teacher's manual clearly explains the objectives of the individual lessons, units and selections	1	2	3	4	5	N/A
2. References are listed for teacher and students to allow for maximum use	1	2	3	4	5	N/A
3. The book has strong accompanying audio-visual aids including records, filmstrips and transparencies	1	2	3	4	5	N/A
4. Workbooks are challenging for the student and they reinforce major concepts	1	2	3	4	5	N/A
5. Appropriate testing materials are available	1	2	3	4	5	N/A
6. Clear, concise unit summaries reinforce important learning	1	2	3	4	5	N/A
7. Interesting activities are suggested that challenge youngsters to do further research	1	2	3	4	5	N/A
8. Subject indexes have been included so specific material may be easily looked up	1	2	3	4	5	N/A
9. The glossary gives easily understood definitions of the more difficult words	1	2	3	4	5	N/A

#### G. Additional Comments

-After taking the APSI for AP Human Geography, this textbook was promoted as the best book for teaching AP Human Geography. It is the only textbook currently available that is

directly aligned with AP Central's CED and is specifically written for AP students. The book was created by both high school teachers and college professors. In addition to the text material, the book also includes AP style multiple choice questions and FRQ practice at the end of each module and chapter.

-For part E, I have not personally seen the teacher addition, so I cannot properly speak to the additional resources.

H. Cost per textbook: \$134

I. Total Points\_\_\_\_\_

J. Recommendations for adoption

1. Best text available\_\_\_\_\_
2. Very good, possible adoption\_\_\_\_\_
3. Average text\_\_\_\_\_
4. Below Average\_\_\_\_\_

**MEMORANDUM OF AGREEMENT AS TO TERMS,  
CONDITIONS, AND SALARIES  
of  
William A. Fisher  
Assistant Superintendent for Personnel & Instruction  
July 1, 2022 – June 30, 2025**

Agreement made this \_\_ day of August, 2022 by and between the Westhampton Beach UFSD, Westhampton Beach, NY and William Fisher (“Fisher”), Assistant Superintendent for Personnel and Instruction.

<b>Compensation:</b>	2022-23	\$205,408
	2023-24	\$211,056
	2024-25	\$216,861

**Longevity Stipends:** As per the current Supervisory Collective Bargaining Agreement.

**Vacation:** Fisher is to receive twenty days (20) days per year. A maximum of five days may be carried over from one year to the next at the election of the employee; in addition, the employee at his election may be paid for up to five days not utilized by June 30 of a given year at the daily rate of 1/220<sup>th</sup> of his then annual salary.

**Holidays:** Fourteen (14) paid holidays as per year, as designated within the support staff (custodial) bargaining unit contract.

**Sick Leave:** Sick days shall be accrued at the rate of twelve (12) per year. Unused sick leave shall accumulate to a maximum of 240 days (he having accrued 268 days as of July 1, 2022). He will be entitled to 100% of the sick days accumulated at retirement from the District (such retirement to be effected by way of a filing with the New York State Teachers’ Retirement System), or 50% of the sick days accumulated upon a separation from the District. Sick days to be paid at 1/220<sup>th</sup> of his then annual salary, payable to a 403(b) account of his choosing that is offered by the District.

**Personal Days:** Four personal days per year. Any unused personal days will accumulate as sick leave year to year.

**Health Insurance:** District will provide 80% of the premium for coverage of health insurance (individual or family). Fisher shall contribute 20%

toward health insurance expense for medical coverage. Correspondingly, the District agrees to pay an additional 10% contribution of the District's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement. During this ten-year period, the District shall also reimburse the retiree up to \$6,000 per year for health insurance premium expenses paid by the retiree. The additional 10% contribution and reimbursement payments shall end after ten years from the date of retirement.

Fisher will have the option of receiving a waiver amount in lieu of enrolling in the District's health plan. The amount received will be one half (50%) of the premium amount saved by the District by his election of this option (whether it be single or family plan). Fisher may, if warranted, re-enroll.

**Insurance:**

Dental, optical, life and disability insurance plans as per those benefits received by the District's supervisory personnel, are to be provided to Fisher.

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William A. Fisher  
Assistant Superintendent for  
Personnel & Instruction

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Suzanne M. Mensch  
President, Board of Education

**MEMORANDUM OF AGREEMENT AS TO TERMS,  
CONDITIONS, AND SALARIES  
of  
Judith Iannone  
Confidential Secretary  
July 1, 2022 – June 30, 2025**

Agreement made this \_\_\_ day of August, 2022 by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Judith Iannone (“Iannone”), Confidential Secretary.

<b>Compensation:</b>	2022-23	\$86,885
	2023-24	\$89,274
	2024-25	\$91,729

**Vacation:** As a 12 month employee, Iannone is entitled to 15 vacation days.

**Holidays:** Iannone shall receive the Christmas, Winter and Spring recesses as time off with pay. In addition, Iannone is entitled to all other District observed holidays, as set forth within the District’s official calendar.

**Sick Leave:** As a 12-month employee, Iannone is entitled to twelve sick days per year. Annual sick days will be cumulative to a total of 180 days (she having accrued 207.5 days as of July 1, 2022).

Upon resignation or retirement, possessing an age of at least fifty-five, Iannone will be entitled to 100% of her accumulated sick days to be paid at her per diem rate of salary.

**Personal Days:** Iannone is entitled to three personal days, with prior approval, per year. Unused personal days will accrue as unused sick time from year to year.

**Summer Hours:** Three weeks after the close of school in June, until two weeks prior to Labor Day, Iannone’s workday will be four hours in length.

**Health Insurance:**

District will provide 85% of the premium for coverage of health insurance, individual or family coverage. Iannone shall contribute 15% towards the health insurance premium. The District agrees to pay an additional 10% contribution of the District's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement.

Iannone will have the option of receiving a waiver amount in lieu of enrolling in the District's health plan. The amount received will be one half (50%) of the premium amount saved by the District by her election of this option (whether it be single or family plan). Iannone may, if warranted, re-enroll in the health plan.

Iannone will receive dental, life and disability coverage as per the clerical collective bargaining agreement.

Additionally, the Board of Education agrees to provide Iannone with any and all of the benefits set forth in the then existing clerical agreement that are not provided above.

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Judith Iannone  
Confidential Secretary

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Suzanne M. Mensch  
President, Board of Education



**MEMORANDUM OF AGREEMENT AS TO TERMS,  
CONDITIONS, AND SALARIES**  
of  
**Mary Ann Milton**  
**School District Treasurer**  
**July 1, 2022 – June 30, 2025**

Agreement made this \_\_\_ day of August, 2022 by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Mary Ann Milton (“Milton”), School District Treasurer.

**Civil Service Title:** School District Treasurer

<b>Compensation:</b>	2022-23	\$85,137
	2023-24	\$87,478
	2024-25	\$89,884

**Longevity Stipends:** As per current Clerical Collective Bargaining Agreement.

**Vacation:** Milton is to receive twenty (20) vacation days per year to be utilized on such days that are prior-approved by the Superintendent of Schools. A maximum of five days may be carried over from year to year at the election of Milton. In addition, Milton, at her discretion, may be paid for a maximum of five (5) vacation days not utilized by June 30 of a given year at the daily rate of 1/240<sup>th</sup> of her then annual salary.

**Holidays:** Fourteen (14) paid holidays per year, as designated within the support staff (custodial) bargaining unit contract.

**Sick Leave:** Sick days will be accrued at the rate of twelve (12) days per year. Unused sick leave will accumulate to the maximum of two hundred (200) days (she having accrued 139.5 days as of July 1, 2022). She will be entitled to 100% of the sick days accumulated at her per diem rate (1/240<sup>th</sup>) payable in a lump sum within thirty (30) days of retirement from the Westhampton Beach School District, such retirement to be effected by way of a filing with the New York State Employees’ Retirement System.

**Personal Days:** Four (4) personal days without reason will be granted. Unless a personal day is used on an emergency basis, notification of the intended use of a personal day shall be made to the Superintendent of Schools no later than 72 hours prior to the day on which personal leave is requested to be taken.

**Health Insurance:**

The District will provide 80% of the premium for coverage of health insurance (individual or family). Milton shall contribute 20% toward the health insurance expense for medical coverage. The District agrees to pay an additional 10% contribution to the District's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from the date of retirement.

Milton will have the option of receiving a waiver amount in lieu of enrolling in the District's health plan. The amount received will be one half (50%) of the premium amount saved by the District by her election of this option (whether it be single or family plan). Milton may, if warranted, re-enroll in the health plan.

**Insurance:**

Dental, optical, life, and disability insurance plans in force as per the present Clerical Collective Bargaining Agreement.

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Mary Ann Milton  
School District Treasurer

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Suzanne M. Mensch  
Board of Education President

**MEMORANDUM OF AGREEMENT AS TO TERMS,  
CONDITIONS, AND SALARIES**  
of  
**Matthew Ramsay**  
**Network & Systems Administrator**  
**July 1, 2022 – June 30, 2025**

Agreement made this \_\_ day of August, 2022 by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Matthew Ramsay (“Ramsay”), Network and Systems Administrator.

**Civil Service Title:** Network & Systems Administrator

<b>Compensation:</b>	2022-23	\$113,720
	2023-24	\$116,848
	2024-25	\$120,061

**Longevity Stipends:** As per the current Supervisory Collective Bargaining Agreement.

**Vacation:** Ramsay is to receive twenty (20) vacation days per year to be utilized on such days that are prior-approved by the Superintendent of Schools. A maximum of five days may be carried over from year to year at the election of Ramsay. In addition, Ramsay, at his discretion, may be paid for a maximum of five (5) vacation days not utilized by June 30 of a given year at the daily rate of 1/240<sup>th</sup> of his then annual salary.

**Holidays:** Fourteen (14) paid holidays as per year, as designated within the support staff (custodial) bargaining unit contract.

**Sick Leave:** Sick days will be accrued at the rate of twelve (12) days per year. Unused sick leave will accumulate to the maximum of two hundred (200) days (he having accrued 101.5 days as of July 1, 2022). He will be entitled to 100% of the sick days accumulated at his per diem rate (1/240<sup>th</sup>) payable in a lump sum within thirty (30) days of retirement from the Westhampton Beach School District, such retirement to be effected by way of a filing with the New York State Employees’ Retirement System.

**Personal Days:** Four (4) personal days without reason will be granted. Unless a personal day is used on an emergency basis, notification of the intended use of a personal day shall be made to the Superintendent of Schools no later than 72

hours prior to the day on which personal leave is requested to be taken.

**Health Insurance:**

The District will provide 80% of the premium for coverage of health insurance (individual or family). Ramsay shall contribute 20% toward the health insurance expense for medical coverage. Correspondingly, the District agrees to pay an additional 10% contribution to the District's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement.

Ramsay will have the option of receiving a waiver amount in lieu of enrolling in the District's health plan. The amount received will be one half (50%) of the premium amount saved by the District by his election of this option (whether it be single or family plan). Ramsay may, if warranted, re-enroll in the health plan.

**Insurance:**

Dental, optical, life and disability insurance plans in force as per the present Supervisory contract.

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Matthew Ramsay  
Network & Systems Administrator

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Suzanne M. Mensch  
President, Board of Education

**MEMORANDUM OF AGREEMENT AS TO TERMS,  
CONDITIONS, AND SALARIES  
of  
Naim Walcott  
School Lunch Manager  
July 1, 2022 – June 30, 2025**

Agreement made this \_\_\_ day of August, 2022 by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Naim Walcott (“Walcott”), School Lunch Manager.

**Civil Service Title:** School Lunch Manager

<b>Compensation:</b>	2022-23	\$88,179
	2023-24	\$90,604
	2024-25	\$93,096

**Longevity Stipends:** As per the current Supervisory Collective Bargaining Agreement.

**Vacation:** Walcott is to receive twenty (20) vacation days per year to be utilized on such days that are prior-approved by the Superintendent of Schools. A maximum of five days may be carried over from year to year at the election of Walcott. In addition, Walcott, at his discretion, may be paid for a maximum of five (5) vacation days not utilized by June 30 of a given year at the daily rate of 1/240<sup>th</sup> of his then annual salary.

**Holidays:** Fourteen (14) paid holidays per year, as designated within the support staff (custodial) bargaining unit contract.

**Sick Leave:** Sick days will be accrued at the rate of twelve (12) days per year. Unused sick leave will accumulate to the maximum of two hundred (200) days (he having accrued 108.5 days as of July 1, 2022). He will be entitled to 100% of the sick days accumulated at his per diem rate (1/240<sup>th</sup>) payable in a lump sum within thirty (30) days of retirement from the Westhampton Beach School District, such retirement to be effected by way of a filing with the New York State Employees’ Retirement System.

**Personal Days:** Four (4) personal days without reason will be granted. Unless a personal day is used on an emergency basis, notification of the intended use of a personal day shall be made to the Superintendent of Schools no later than 72

hours prior to the day on which personal leave is requested to be taken.

**Health Insurance:**

The District will provide 80% of the premium for coverage of health insurance (individual or family). Walcott shall contribute 20% toward the health insurance expense for medical coverage. Correspondingly, the District agrees to pay an additional 10% contribution to the District's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement.

Walcott will have the option of receiving a waiver amount in lieu of enrolling in the District's health plan. The amount received will be one half (50%) of the premium amount saved by the District by his election of this option (whether it be single or family plan). Walcott may, if warranted, re-enroll in the health plan.

**Insurance:**

Dental, optical, life and disability insurance plans in force as per the present Supervisory contract.

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Naim Walcott  
School Lunch Manager

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Suzanne M. Mensch  
President, Board of Education



# **WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT**

SCHEDULE - A (Certified Staff)  
SCHEDULE - B (Civil Service)  
SCHEDULE - C (Co-Curricular Appointments)

August 15, 2022

**A - CERTIFIED STAFF**

THE SUPERINTENDENT OF SCHOOLS RECOMMENDS ACCEPTANCE OF THE FOLLOWING IN ACCORDANCE WITH THE PROVISIONS OF EDUCATION LAW:

1. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
*Thomas Cummings (Replacing Julia Ottinger)	Mathematics	Mathematics 7-12	High School	Step 1A, BA	\$51,877	9/1/22	8/31/26
*Katie McCurry (Replacing Amanda Vollers)	Art	Visual Arts	High School	Step 3D, MA	\$66,315	9/1/22	8/31/26

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Yolanda Hollander	ES 0.4 FTE Reading/RTI Teacher ES P/T Title ES Permanent Substitute	Step 2D, MA, \$63,482 (prorated) 4.25 hours, \$25/hour 4.25 hours, \$150/day (prorated)	9/1/22 - 6/23/23 9/28/22 - 6/9/23 9/1/22 - 9/23/22 and 6/12/23 - 6/23/23
Peter DeTore (Revised)	HS 0.7 FTE Physical Education Teacher HS 0.3 FTE Permanent Substitute	Step 1A, BA, \$51,877 (prorated) \$150/day (prorated)	9/1/22 - 6/23/23 9/1/22 - 6/23/23
Sarah Franceschini	MS 0.4 FTE Study Skills Teacher MS 0.6 FTE Permanent Substitute	Step 1A, BA, \$51,877 (prorated) \$150/day (prorated)	9/1/22 - 6/23/23 9/1/22 - 6/23/23
Frank Mancuso	HS Driver Education Teacher	\$55.35/hour	7/1/22 - 6/30/23
Amy Demchak-Connell	HS 0.2 FTE Business Teacher	\$22,980	9/1/22 - 6/23/23
Nicholas Kochis	HS 0.2 FTE Math Teacher	\$19,197	9/1/22 - 6/23/23
Kristy Mitsos	HS 0.2 FTE Math Teacher	\$22,980	9/1/22 - 6/23/23
Chloe Laundrie	HS Special Education Leave (Intravaia)	\$60,651 (prorated) / Step 1D, MA	9/1/22 - 1/27/23
Ashley Sigerson	HS English Leave (Schmieder)	\$51,877 (prorated) / Step 1A, BA	9/1/22 - 11/22/22

3. Resignation/Termination/Leave of Absence/Retirement/Excessed

NAME	TENURE AREA	EFFECTIVE DATE	REASON	SALARY
Julia Ottinger	Mathematics	6/30/22	Resignation	\$59,755
Lisa Zaino-Jones	Nurse	6/30/22	Resignation/Rescind Appointment	\$48,972 (prorated) / Step 2A
Kathleen Ciancio	Home Economics	5/2/22 - 9/30/22	Revised Leave of Absence	\$95,382 (prorated)



4. Appointment of Substitutes

4.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teachers for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

Allan Labbe	Returning Certified Per Diem Substitute	District Wide
Barbara Mims	Returning Certified Per Diem Substitute	District Wide
Jody Geib	Returning Certified Per Diem Substitute	District Wide
Mary Ann Mansfield	Returning Certified Per Diem Substitute	District Wide
Susan Rosenberg	Returning Certified Per Diem Substitute	District Wide
Zachary Zieniewicz	Returning Certified Per Diem Substitute	District Wide
Alyssa Bertolino	Permanent Substitute	Elementary School
Jenny Price	Permanent Substitute	Elementary School
Deborah LoGelfo	Returning Permanent Substitute	Elementary School
Jessica Nicholson	Returning Permanent Substitute	Elementary School

NEW APPOINTMENT LANGUAGE

\*These individuals must receive three (3) annual APPR composite ratings of effective or highly effective in at least three (3) of the preceding four (4) years and cannot have an APPR composite rating of ineffective in the last year of his or her probationary appointment to be granted or considered for tenure.

\*\*The reduced probationary period for prior tenure/substitute service is contingent upon his or her receipt and submission to the District of a composite APPR rating of effective or highly effective in his or her prior years of service in the current tenure area as substitute.

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Date Submitted to the Board of Education: \_\_\_\_\_

**B - CIVIL SERVICE STAFF**

IN ACCORDANCE WITH THE PROVISIONS OF THE CIVIL SERVICE LAW, THE SUPERINTENDENT RECOMMENDS ACCEPTANCE OF THE FOLLOWING:

1. Appointment

<b>NAME</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>
Thomas Volk	Teacher Aide	High School	\$21,500	9/1/22

2. Appointment of Substitutes

2.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Office Assistants for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

<b>NAME</b>	<b>POSITION</b>
Ana Garcia	Returning Office Assistant Substitute
Beatrice Allen	Returning Office Assistant Substitute
Theresa DiResta	Returning Office Assistant Substitute
Yajaira Pittelli	Returning Office Assistant Substitute

2.2 The following are appointed, conditioned upon fingerprint clearance, as Substitute Custodial Workers for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

<b>NAME</b>	<b>POSITION</b>
Joseph Camelliri	Returning Custodial Worker I Substitute

2.3 The following are appointed, conditioned upon fingerprint clearance, as Substitute Monitors for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

<b>NAME</b>	<b>POSITION</b>
Paulann Hoffman	Returning Monitor Substitute
Thomas Barnes	Returning Monitor Substitute

2.4 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teacher Aides for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

<b>NAME</b>	<b>POSITION</b>
Yajaira Pittelli	Returning Teacher Aide Substitute

3. Resignation/Termination/Leave of Absence/Retirement/Excessed

<b>NAME</b>	<b>POSITION</b>	<b>SCHOOL</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>	<b>SALARY</b>
Sewdutt Harpaul	Cook	Middle School	6/30/22	Resignation	\$24.88/hour
Tierra Neal	Food Service Worker	Middle School	6/30/22	Resignation	\$15.25/hour

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Date Submitted to the Board of Education: \_\_\_\_\_

**C - CO-CURRICULAR APPOINTMENTS**

**The Superintendent of Schools Recommends Appointment of the Following  
2022-2023 District-Wide Staff**

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<b>NAME</b>	<b>ACTIVITY</b>	<b>RATE OF PAY</b>
Emily Hilbert	Returning Uncertified Per Diem Substitute Teacher	\$110/day
Perry Jacobs	Returning Uncertified Per Diem Substitute Teacher	\$110/day
Sandora Mazzella	ES We Care Director	\$21/hour
Gretchen Jellett	Home Tutor/Proctor	\$30/hour
Dennis Treubig	Home Tutor/Proctor	\$30/hour
All General/Special Ed Teachers	Home Tutor/Proctor	\$30/hour

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Date Submitted to the Board of Education: \_\_\_\_\_

**The Superintendent of Schools Recommends Appointment of the Following  
2022-2023 Fall Coaching Staff**

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<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>	<b>EFFECTIVE DATE</b>	<b>SALARY</b>
Connor Davis	Middle School	Soccer - Boys	Resignation	\$4,257.81
Connor Davis	High School	Golf	8/22/22	Volunteer
Cole Malsky	Middle School	Football	8/22/22	\$4,141.60
Sarah Fabian	High School	JV Girls Volleyball	8/22/22	\$5,093.28
Peter DeTore	High School	V Assistant Boys Soccer	8/22/22	\$5,870.03
Michael Smith	Middle School	Boys Soccer	8/22/22	\$4,141.60
Jaclyn Olivotti	High School	V Assistant Girls Soccer	8/22/22	\$5,870.03

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Date Submitted to the Board of Education: \_\_\_\_\_

## PUBLIC COMPLAINTS

- Required
- Local
- Notice

~~NOTE: We have moved the portion on complaints about certain federally funded programs to a separate policy 1405, and have added a cross-reference to that policy as well as policy 1420, Complaints About Curricula or Instructional Materials. We also suggest mentioning that other policies may outline specific complaint processes. Constructive criticism of the schools, when accepted by a Board of Education in a receptive spirit, may operate to improve the quality of the educational program or to equip the district schools to do their tasks more effectively. While no community member should be denied the right to bring complaints to the Board, complaints may be referred through administrative channels for solution before Board investigation or action. This general complaint policy serves to give notice to all persons of the process by which public complaints will be addressed in the district.~~

The Board of Education recognizes the right of community members to register individual or group concerns regarding instruction, district programs, materials, operations, and/or staff members. The main goal of the district is to resolve such concerns specifically with the parties involved, whenever possible.

~~NOTE: Complaints and grievances are often best handled and resolved as close to their origin as possible, and the professional staff should be given every opportunity to consider the issues and attempt to resolve a problem prior to involvement by the Board. Often, Board members receive the initial contact from a parent or community member about an issue dealing with a specific school, administrator, or teacher. As noted in the next paragraph, individual Board members should not attempt to address the concern, but direct the individual to the proper administrator or teacher in an attempt to resolve the problem at the lowest level possible. Exceptions may be made when the complaints concern Board actions and Board operations only.~~

Public complaints about the school district not addressed in other policies (such as those regarding discrimination, harassment, civil rights violations, whistleblowing/wrongdoing, child abuse in an educational setting, etc.) will be directed to the proper administrative personnel.

Complaints regarding the district's implementation and administration of ~~Title I funds~~ certain federally-funded programs are addressed in ~~the section below~~ policy 1405; complaints about curricular or instructional materials are addressed in policy 1420. Complaints about specific classroom practices ~~shall~~ will be directed to the teacher concerned. If the matter is not settled satisfactorily, the complainant ~~shall~~ will then contact the Building Principal; if there is no resolution on this level, the Superintendent of Schools or ~~his/her~~ designee ~~shall~~ will be contacted. The Superintendent ~~shall will~~ refer the issue to the Board for final resolution, if necessary.

All matters referred to the Superintendent and/or the Board ~~shall~~ must be in writing. Concerns registered directly to the Board as a whole or to an individual Board member shall

be referred as soon as is reasonably possible to the Superintendent for investigation, report, and/or resolution.

### **Complaints Regarding Title I of the ESEA or Academic Intervention Services**

~~NOTE: SED has a suggested Title I complaint procedure where the complaint goes first to the Superintendent, and then to SED. We have followed that process below. However, the district could establish a different process; for example, require a complainant to submit complaints first to the Building Principal, then the Superintendent, and finally the Board, before submitting the complaint to SED.~~

~~Any person or entity representative alleging the district has not upheld its responsibilities under Title I of the Elementary and Secondary Education Act (ESEA), as well as the district's responsibilities for Academic Intervention Services under the Commissioner's regulations section 100.2(ee), may submit a complaint in writing to the Superintendent. After 30 days, any decision of the Superintendent which is unsatisfactory to the complainant, or the district's lack of a response to the complaint, may be appealed to the State Education Department (SED).~~

~~All such complaints to SED must, as outlined by SED (see the following website: <http://www.p12.nysed.gov/accountability/T1/complaintappeals.htm>):~~

- ~~1. Be submitted in writing to New York State Education Department, Title I School & Community Services Office, Room 320 EB, 89 Washington Avenue, Albany, NY 12234;~~
- ~~2. Be signed by the person or agency representative filing the complaint;~~
- ~~3. Specify the requirement of law or regulation being violated and the related issue, problem, and/or the concern;~~
- ~~4. Contain information/evidence supporting the complaint;~~
- ~~5. State the nature of the corrective action desired;~~
- ~~6. Contain a copy of the original signed complaint; and~~
- ~~7. Contain a copy of the district's response to the original complaint, or a statement that the district failed to respond or resolve the issue within 30 business days.~~

~~The district shall disseminate this complaint procedure to parents of students in Title I funded programs, as well as school officials at nonpublic schools for which the district administers or implements Title I funds or programs.~~

#### Cross-ref:

0100, Non-Discrimination and Equal Opportunity

0110, Sexual Harassment

0115, Student Bullying and Harassment Prevention and Intervention

1405, Complaints about Certain Federally-Funded Programs

1420, Complaints about Curricula or Instructional Materials

4321.4, Independent Educational Evaluations

5030, Student Complaints

9140.1, Staff Complaints and Grievances

9620, Child Abuse in an Educational Setting

9630, Sexual Misconduct

9645, Disclosure of Wrongful Conduct (Whistleblowing)

#### Ref:

20 USC §7844 (ESEA)

~~34 CFR §§299.10—299.12 [299.11(d)—LEAs must disseminate, free of charge, adequate information about the complaint procedures to parents of students, and appropriate private school officials or representatives.]~~  
~~8 NYCRR §100.2(ee) (Academic Intervention Services)~~

Adoption date: September 24, 2001

Revision adopted: October 1, 2018

Revision adopted:

Adoption Date:

Classification:

Revised Dates: ~~;~~ **03.22**

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NYSSBA Sample Policy



## COMPLAINTS ABOUT CERTAIN FEDERALLY-FUNDED PROGRAMS

- ( ) Required  
( ) Local  
**(X) Notice**

*~~NOTE: The State Education Department (SED) has revised their complaint procedure for certain federally funded programs. We suggest covering this process in a separate policy, rather than within the policy on Public Complaints. Under SED's process, the complainant goes first to the Superintendent, and then to SED. We have followed that process below. Districts are required by federal regulations to "disseminate, free of charge, adequate information about the complaint procedures to parents of students, and appropriate private school officials or representatives." Therefore, we believe this notice (or a version of it) should be sent out as part of your annual notification process.~~*

Any person or entity representative may allege that the district has violated a law, rule, or regulation in the administration of any "covered federal program" under the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act (ESSA) (see list below). As required by the State Education Department (SED), before persons or representatives may submit complaints to SED, they must first submit a complaint in writing to the Superintendent of Schools. After 30 days, any decision of the Superintendent which is unsatisfactory to the complainant, or the district's lack of a response to the complaint, may be appealed to SED.

The federally-funded programs subject to this complaint procedure are:

- Title I, Part A: Grants to Local Educational Agencies
- Title I, Part C: Education of Migratory Children
- Title I, Part D: Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk
- Title II, Part A: Supporting Effective Instruction
- Title III, Part A: Language Instruction for English Learners and Immigrant Students
- Title IV, Part A: Student Support and Academic Enhancement Grants
- Title IV, Part B: 21st Century Community Learning Centers
- Title V, Part B: Rural Education Initiative

All such complaints to SED must be signed and submitted in writing, and include, as outlined by SED:

1. A statement that the district has violated a requirement of a federal statute or regulation that applies to any of the programs listed above;
2. The facts on which the statement is based, including sufficient information as to when, where and the nature that is perceived to be in violation of law and/or regulation;
3. Documentation of attempts to resolve the issue with appropriate personnel at the local level where the child that is the subject of the complaint attends. Appropriate personnel could include the child's teacher, building principal, pupil personnel director, the Superintendent or Board of Education; and
4. The complainant's recommendation for resolving the complaint.

Complaints may be either emailed to [CONAPPTA@nysed.gov](mailto:CONAPPTA@nysed.gov) with "COMPLAINT" in the subject line of the email, or mailed to NYSED at the following address:

New York State Education Department  
Office of ESSA Funded Programs  
Attention: Complaint Coordinator  
89 Washington Avenue, Room 320EB  
Albany, New York 12234

SED will acknowledge, review, investigate and resolve the complaint, according to SED's complaint procedures, within 60 SED work days, unless an extension is granted by SED. Both the complainant and the district have the right to appeal to the U.S. Department of Education within 30 days of receiving SED's Letter of Resolution. Such appeals must be sent to:

United States Department of Education  
Compensatory Education Programs  
400 Maryland Avenue, S.W.  
Room 3W230, FOB #6  
Washington, D.C. 20202-6132

The district will disseminate this complaint procedure, free of charge, to parents of students, as well as appropriate private school officials or representatives.

Cross-ref: 1400, Public Complaints  
1420, Complaints about Instructional Materials

Ref: 20 USC §7844(a)(3)(C) (ESEA) (SED required to have complaint procedures)  
34 CFR §§299.10 – 299.13 (299.12(d) – district must disseminate complaint procedures)  
New York State ESSA-Funded Programs Complaint Procedures, NYSED (available at:  
<http://www.nysed.gov/essa/new-york-state-essa-funded-programs-complaint-procedures>)

Adoption date:

~~Adoption Date:~~  
~~Classification:~~  
~~Revised Dates: , 03.22~~

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~~NYSSBA Sample Policy~~

# SCHOOL DISTRICT OFFICER AND EMPLOYEE CODE OF ETHICS

## (X) Required

- Local
- Notice

~~NOTE: We suggest adding language specifying circumstances where it would be permissible to disclose information from executive sessions, pursuant to Commissioner's decisions.~~

The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any Board member, officer or employee may call into question the integrity of the management or operation of the school district. The Board recognizes that sound, ethical standards of conduct serve to increase the effectiveness of district officers and staff as educators and public employees in the community. Adherence to a code of ethics promotes public confidence in the schools and furthers the attainment of district goals.

The Board also recognizes its obligation to adopt a code of ethics setting forth the standards of conduct required of all Board members, district officers and employees under the provisions of the General Municipal Law. Therefore, every Board member, officer and employee of the district, whether paid or unpaid, shall adhere to the following code of ethics.

### Statutory Conflicts of Interest

It is a conflict of interest for a Board member, officer or employee to benefit personally from contracts made in their official capacity.

- "**Contract**" is defined broadly to include any claim or demand against the district or account or agreement with the district, whether expressed or implied which exceeds the sum of \$750.00 in any fiscal year.
- An "**interest**" is defined as a direct or indirect benefit that runs to the employee as a result of a contract with the district.

No Board member, officer or employee shall have an "**interest**" (i.e., receive a direct or indirect benefit as the result of a contract with the district) in:

1. a firm, partnership or association in which he/she is a member or employee;
2. a corporation in which he/she is an officer, director or employee;
3. a corporation in which he/she, directly or indirectly, owns or controls 5% or more of the stock;
4. a contract between the district and his/her spouse, minor child or dependents, except for an employment contract between the school district, a spouse, minor child or dependent of a Board member authorized by §800(3) of the General Municipal Law or §3016 of the Education Law.

~~NOTE: A code of ethics is required by General Municipal Law § 806(a)(1). Paragraphs one through four below are drawn directly from the law and are required to be in the code. However, the law specifically allows the Board to regulate conduct that is not prohibited by law. For instance, the Board~~

~~may lower the limit on gifts (found in paragraph 1) to an amount less than \$75. The law also requires the Board to enact a code that touches upon all the subjects detailed in paragraphs five through seven, but the precise language is not dictated by statute. Therefore, although the language provided in those paragraphs is recommended, the Board may make changes to the specific details of these paragraphs. Paragraph 8 is not required, but NYSSBA offers it to address the potential ethical issues raised by the relationship between the district and charitable organizations, such as booster clubs, community or educational foundations, etc. The language offered by NYSSBA is in accordance with an opinion of the OSC (2008-01).~~

~~The second paragraph in item 1 concerning gifts from children is optional and offered for the Board's consideration~~

1. **Gifts:** A Board member, officer or employee shall not directly or indirectly solicit any gift or accept or receive any gift having a value of **[insert dollar amount, not to exceed \$75]** or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

~~NOTE: Pursuant to a decision of the Commissioner of Education (Appeal of Rivers), the paragraph below clarifies disclosure of matters discussed in executive session.~~

2. **Confidential information:** A Board member, officer or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest. This includes matters discussed in a properly convened executive session. However, the Board, acting as a whole, may decide to disclose such information where disclosure is not prohibited under the law. Additionally, disclosure of such information is not prohibited where it is warranted to appropriate law enforcement entities for investigation and possible action, or where a board member is compelled to reveal the information in a court case.
3. **Representation before the Board or District:** A Board member, officer or employee shall not receive or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before the school district.
4. **Disclosure of interest in matters before the Board:** A Board member, officer or employee of the district, whether paid or unpaid, must publicly disclose the nature and extent of any interest they or their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the school district (including oral agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee.
5. **Investments in conflict with official duties:** A Board member, officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties. Exceptions to the conflict of interest law can be found in Section 802 of the General Municipal Law (see 2160-E.1).
6. **Private employment:** A Board member, officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
7. **Future employment:** A Board member, officer or employee shall not, after the termination of service or employment with the district, appear before the Board in relation to any action, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration.

8. **Involvement with Charitable Organizations:** A Board member, officer or employee may be involved as a volunteer, officer or employee in a charitable organization which has a relationship with the district. If a Board member is a board member, officer or employee of the charitable organization the Board member must disclose such relationship in writing to the district, and the Board member must recuse himself or herself from any discussions or votes relating to the charitable organization which may come before the Board. When participating in the activities of the charitable organization, the Board member, officer or employee shall not disclose any confidential information learned in the course of his or her official duties or use such information to further personal interests. Additionally, the Board member, officer or employee shall not make representations on behalf of the district unless specifically authorized to do so by the Board.

*Distribution of Code of Ethics*

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and employee of the school district. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

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## Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics and its accompanying regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

### Ref:

General Municipal Law §§806-808

Opn. St. Comp. 2008-01

Appeal of Rivers, 60 EDR Dec. No 17,989 (2021)

Application of the Board of Education, 57 EDR Dec. No. 17,147 (2017)

Application of Nett and Raby, 45 EDR 259 (2005)

Adoption date: September 24, 2001

Revision adopted: February 23, 2009

Revision adopted: June 18, 2018

Revision adopted: Adoption date:

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~~Adoption Date:~~

~~Classification:~~

~~Revised Dates: ; **03.22**~~

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~~NYSSBA Sample Policy~~

## EXECUTIVE SESSIONS

- Required
- Local
- Notice**

*NOTE: We suggest adding language specifying circumstances where it would be permissible to disclose information from executive sessions, pursuant to Commissioner's decisions.*

The Board of Education may hold executive sessions at which only the members of the Board or persons invited by the Board ~~shall~~ may be present. However, the executive session is only available for the purpose of discussion, and except as the law allows, formal action must be taken in an open session.

Executive sessions can be requested by any member of the Board or the Superintendent of Schools.

A Board member must make a motion during an open meeting to convene in executive session. Upon a majority vote of its members, the Board may convene in executive session at a place which the Board President or said members may designate within the district to discuss the subjects enumerated below. Matters which may be considered in executive session are:

1. matters which will imperil the public safety if disclosed;
2. any matter which may disclose the identity of a law enforcement agent or informer;
3. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
4. discussions regarding proposed, pending or current litigation;
5. collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law);
6. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
7. the preparation, grading or administration of examinations; and
8. the proposed acquisition, sale, or lease of real property or the proposed acquisition of securities, or sale or exchange of securities, but only when publicity would substantially affect the value thereof.

*NOTE: Items 1 through 8 above are drawn directly from Public Officers Law §105, and since they apply to all municipalities, certain of them are of limited importance in school districts. The motion to go into executive session should be made in the language of the statute. Thus, stating that a board is going into executive session for "personnel," "negotiations," or "legal" matters is not deemed an appropriate description. Motions to go into executive session should be specific to one of the items 1 through 8 in the policy. Note that courts and the NYS Committee on Open Government have long held that reciting the statutory language verbatim is insufficient. The public should have some idea of what the Board will be discussing; for example, "pending litigation" or "the employment history of a particular person." This concept may not always be well understood. Discussions in executive session should be narrowly limited to the topic identified as the reason for the session. Other topics should not be introduced during this time, and the discussion of a legitimate topic should not be allowed to expand to encompass aspects of the topic which are not properly viewed as purposes for executive sessions. For example, discussion to terminate an employee would be a proper topic for executive session, whereas discussion to abolish a position (even if there is only one of that position) would not.*

The motion to go into executive session ~~shall~~ must be detailed enough to allow the public to understand the topic the Board will be discussing, without disclosing specifics. Discussion in executive session ~~shall~~ will be limited to the topic(s) identified in the motion.

A Board may not take action in executive session except to vote on disciplinary charges against a tenured teacher.

~~NOTE: Pursuant to a decision of the Commissioner of Education, the paragraph below emphasizes the issue of disclosing matters discussed in executive session. Cross-references and legal citations included.~~

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Individual Board members, acting on their own, ~~shall not~~ cannot disclose matters discussed in a properly convened executive session. However, the Board, acting as a whole, may decide to disclose such information where disclosure is not prohibited under the law. Additionally, disclosure of such information is not prohibited where it is warranted to appropriate law enforcement entities for investigation and possible action, or where a board member is compelled to reveal the information in a court case.

Minutes ~~shall~~ will be taken at executive sessions of any action that is taken by a formal vote and should consist of a record or summary of the final determination of such action and the date and vote thereon, provided, however, that such summary ~~shall need~~ need not include any matter which is not required to be made public by the Freedom of Information Law. Minutes taken ~~shall will~~ will be available to the public within one week from the date of the executive session.

Cross-ref:  
2160, Code of Ethics

Ref:  
Education Law §1708 (3)  
Public Officers Law §§100 et seq.  
Appeal of Rivers, 60 EDR Dec. No 17,989 (2021)  
Application of the Board of Education, 57 EDR Dec. No. 17,147 (2017)  
Application of Nett and Raby, 45 EDR 259 (2005)  
Formal Opinion of Counsel No. 239, 16 EDR 457 (1976)

Adoption date: September 24, 2001  
Revision adopted: ~~Adoption date:~~

~~Adoption Date:~~  
~~Classification:~~  
~~Revised Dates: 7-03-22~~

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~~NYSSBA Sample Policy~~



- Required
- Local
- Notice

## BOARD MEMBER TRAINING

*~~NOTE: This policy reflects the requirements of state law for first time school board members. Additionally, this policy includes optional language for the Board to mandate ongoing training for all Board members, as well as training for Board officers. This optional language is provided to satisfy a resolution adopted by NYSSBA member boards at the 2019 NYSSBA Annual Business Meeting, directing NYSSBA to develop and widely disseminate a sample policy which mandates additional training for Board members and Board officers.~~*

### State-Mandated Training

Members of the Board of Education elected or appointed for a term beginning on or after July 1, 2005, shall, within the first year of their term, complete a minimum of six hours of training on the fiscal oversight, accountability and fiduciary responsibilities of a school board member.

Additionally, Board members elected or appointed for a first term beginning on or after July 1, 2011, shall, within the first year of his or her term, complete a training course to acquaint him or her with the powers, functions and duties of boards of education, as well as the powers and duties of other governing and administrative authorities affecting public education.

These mandatory trainings may be taken together as a single course or separately.

Each member shall demonstrate compliance with these requirements by filing with the District Clerk a certificate of completion of such course issued by the provider. Actual and necessary expenses incurred in complying with this requirement shall be a charge against the school district.

### **~~[Optional language for additional district-mandated training:]~~** *~~Board-Mandated Training~~*

*~~NOTE: Training for Board members could include topics such as: legal responsibilities, Board-Superintendent roles and responsibilities, goal setting, cost savings, Superintendent evaluation, community relations, collective bargaining and negotiations, use of Board committees, budget development, facility projects, and participating in Board meetings.~~*

**~~[Optional language for Board member training:]~~** Every Board member will complete at least one training per year which addresses topics pertinent to serving successfully as Board members, in their roles as fiscal stewards, policymakers, and governance leaders. In years where Board members complete the state-mandated training, they are not required to take additional

**NYSSBA Sample Policy 2520**

training under this paragraph. Such training can take the form of in-person conferences, online webinars or classes, facilitated retreats, or other format approved by the Board. ~~The Board shall determine participation in training by majority vote. The Board shall include in the annual budget sufficient funds for at least one training per Board member per year.~~

*NOTE: Training for Board officers could include topics such as: running effective and efficient meetings, parliamentary procedure, setting Board meeting agendas, managing conflict, setting a Board calendar, policy review, use of Board committees, Superintendent evaluations, Board self-evaluations, Board retreats, school building and school event visitations, crisis communication, media relations, and community relations.*

~~[Optional language for Board officer training:]~~ The Board President and Board Vice President, when newly-elected, will complete at least one training on the duties, roles and responsibilities of school board officers. Such training can take the form of in-person conferences, online webinars or classes, facilitated retreats, or other format approved by the Board. ~~The Board shall determine participation in training by majority vote. The Board shall include in the annual budget sufficient funds for at least one such training per newly-elected Board officer.~~

Cross-ref: 2510, New Board Member Orientation  
2521, School Board Conferences, Conventions, and Workshops  
6830, Expense Reimbursement

Ref: Education Law §2102-a

Adoption date: September 24, 2001

Revision adopted: May 9, 2011

Revision adopted: ~~Adoption date:~~

## TEACHING ABOUT CONTROVERSIAL ISSUES

- ( ) Required  
**(X) Local**  
( ) Notice

*NOTE: Boards of Education are charged with the responsibility of helping students become educated, responsible, decision-making citizens in our democratic yet sometimes polarized society. To achieve this purpose, it is necessary that students become knowledgeable about both what is included in the curriculum and issues in the world at large in an intelligent, rational manner. Some of those issues may be controversial in nature. We are suggesting changes to this policy to assist boards in responding to the contentious climate of today's culture, where it is more important than ever to promote critical thinking.*

*Within this policy, Boards can choose to (1) encourage and support discussion of controversial issues in order to stimulate critical thinking and respectful debate, or (2) allow them only as they arise in the normal course of instruction. The purpose of having these discussions should be to prepare students to function as productive citizens, to be able to disagree respectfully and deliberate intelligently with those who hold differing opinions, and attempt to establish common ground. These options are as noted below.*

*The opening paragraph below provides a statement recognizing the Board's broad responsibility for providing the course of study in the district. It also provides a basis for balancing this responsibility with the opportunity on the part of teachers to stimulate an exchange of ideas and discussion. School administrators play an important role in overseeing the curriculum, but teachers must be given latitude to enable them to teach the curriculum in the most effective manner. While not required by law or regulation, a policy addressing the teaching of controversial issues is central to the exercise of the Board's governance responsibilities.*

*Such a policy provides notice to the community and faculty of how the Board views their responsibility to balance their responsibility for educating students and maintaining overall authority over the curriculum with a teacher's ability to be free to engage in classroom discussion and debate to facilitate the free exchange of ideas. Within this context, a policy in this area is integral to striking this balance because it allows the administration to exercise control over the curriculum and provides guidelines for teachers to follow.*

The Board of Education recognizes ~~their~~ its broad responsibility for providing for a course of study in the schools that is appropriate to the ~~age and ability~~ readiness of the students in the district. The Board also recognizes that within the broad parameters of curriculum, a teacher must be free to engage the classroom in discussion and debate in order to stimulate the exchange of ideas and critical thinking. The goal is for students to learn to disagree respectfully and discuss and examine issues rationally, objectively and thoroughly, to enable students to draw informed conclusions, and function productively and with civility in our democratic society.

The Board also acknowledges that schools do not exist in a vacuum; they are part of communities and wider societies. Controversial issues may arise are those which deal with matters about which there are varying levels of opposing or conflicting views, biases, emotions, and/or conflict opinions. Controversial topics will always exist in our world as long as people have differing opinions. The Board ~~[Option A: encourages or Option B: permits]~~ teachers to address controversial topics in schools, which are related to the approved curriculum, to provide a safe, supportive, inclusive and structured environment where ideas and viewpoints can be discussed.

*NOTE: The paragraph below is provided to respect the authority of the classroom teacher in deciding to discuss controversial topics, as well as to protect teachers from having to give equal weight, consideration or time to settled issues or conspiracy theories presented as controversies.*

~~Discussion of controversial topics in the classroom is at the discretion of the teacher. Issues with no factual basis for controversy are not treated as controversial for purposes of this policy.~~

The Board wishes to ensure that controversial issues are presented in a manner that preserves the academic integrity of the district; ~~are of significant interest to the community, have political, economic, cultural, or social significance, and reflects community values encourages students to come to their own opinions while respecting the opinions of others,~~ and promotes inclusivity and dignity for all students.

~~Therefore,~~ The Board establishes the following guidelines for teachers to follow when presenting controversial issues in the classroom:

~~NOTE: Item 1 below has been simplified to reflect options the Board may exercise. The criteria listed in items 2 and 6 below reflect standards of balancing found in Commissioner's decisions. If the Board wishes to revise this list, they should do so in consultation with the school attorney to ensure their guidelines properly balance the teacher's First Amendment Rights. The rest of the items are optional and should be modified to be consistent with your district's current or desired practice.~~

1. In the classroom, matters of a controversial nature are ~~are~~ **Option A:** encouraged. **Option B:** ~~permitted.]~~ shall be handled as they arise in the normal course of instruction and not introduced for their own sake. Such issues shall be neither sought nor avoided.
2. When presenting various positions on a controversial issue, in order for classroom discussion to be rigorous, the teachers shall will take care to:
  - balance major views;
  - ~~and to~~ assure that as many sides of the issues as possible are presented in a fair manner; ~~and~~
  - ~~with no~~ not support one position being espoused by the teacher as the only one acceptable.
3. Grading is based on objective criteria, without bias toward students' positions on the subject matter.
4. Discussion of controversial issues is conducted in a manner that takes into account students' age and development level.
5. Teachers will present adequate background information so that students can have informed discussions and be able to discuss the issue intelligently.
6. ~~When materials Teachers will review and ensure that their use of sources of supporting information dealing with controversial topics outside the scope of the prescribed curriculum are to be used, assigned or recommended, such materials must:~~

~~NOTE: The optional bullet below has been suggested in place of the deleted paragraph below, to more succinctly reflect the Commissioner's holding in the Appeal of O'Connor of districts' ability to require prior approval of materials.~~

- ~~• have educational value and be are relevant to the curriculum;~~
- ~~• be are appropriate to the age and maturity developmental level of the students; and~~
- ~~• do not adversely affect the attainment of the district's instructional goals or result in substantial disruption of the normal operation of the classroom; and~~
- ~~• **Optional provision:** receives the approval of their Department Head prior to utilizing such sources.]~~

~~Prior to presenting controversial materials to their students all teachers shall:~~

1. ~~review carefully any and all material to be distributed to students with the understanding that they will be responsible and accountable for all materials distributed; and~~
2. ~~notify and obtain approval from the Department Chairperson in advance of the dissemination of any material likely to be considered controversial by staff, class or community.~~

-  
The Chairperson will review the materials to determine their suitability pursuant to the guidelines above.  
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~~NOTE: The optional paragraph below specifically states the Board will ensure that the staff is provided with the professional development and resources that may be needed in order to encourage and support teachers to take on discussions of controversial topics. Additionally, free resources can be found at the following websites: [www.facinghistory.org/resource-library/teaching-strategies/barometer-taking-stand-controversial-issues](http://www.facinghistory.org/resource-library/teaching-strategies/barometer-taking-stand-controversial-issues), [www.teachingfordemocracy.org/classroom-discussion.html](http://www.teachingfordemocracy.org/classroom-discussion.html), and [www.choices.edu/teaching-news-lesson/teaching-about-controversial-issues-a-resource-guide](http://www.choices.edu/teaching-news-lesson/teaching-about-controversial-issues-a-resource-guide).~~

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**Optional paragraph:** ~~The Board supports its staff in gaining the skills to be fully capable of discussing and presenting controversial topics, which includes successfully guiding students through the process, and managing contentious or heated exchanges. The district will provide for professional development and mentoring for teaching and administrative staff in this area, and encourages staff to participate in these activities.~~

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~~NOTE: We have removed references to Supreme Court cases addressing student First Amendment Rights and Board discretion over libraries, which do not directly impact this policy~~

Ref:

*Tinker v. Des Moines Independent Community School District*, 393 U.S. 260 (1988) (students have First Amendment rights)  
*Hazelwood v. Kuhlmeier*, 484 U.S. 260 (1988) (limitations on students' First Amendment rights in an educational setting)  
*Board of Education v. Pico*, 457 U.S. 853 (1982) (balance discretion of the Board over educational affairs with student's constitutional rights)  
*Appeal of Malverne Union Free School District*, 29 EDR 363 (1990) (teachers' First Amendment rights in an educational setting)  
*Appeal of O'Connor*, 29 EDR 48 (1989) (notification prior to dissemination of controversial materials)

Adoption date: November 19, 2001  
Revision adopted: November 2, 2009  
~~Revision adopted: Adoption date:~~

Adoption Date:  
Classification:  
Revised Dates: **7-03-22**

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NYSSBA Sample Policy

## INTERNAL AUDIT FUNCTION

The Internal Audit Function, as required by Education Law Section 2116-b, will be performed by an individual or firm duly appointed by the Board in accordance with established regulatory procedures.

The Internal Audit Function will be responsible directly to the Board of Education and will meet with the Board Audit Committee on a quarterly basis. A report will be made to the full Board annually.

The Internal Audit Function will be responsible for:

- Reviewing Board Policies and procedures pertaining to the financial operations of the district.
- Developing a risk assessment of the district operations.
- Evaluating and testing internal controls of the financial operations of the district as identified by the risk assessment and agreed to by the Audit Committee.
- Preparation of necessary reports and corrective action plans, including recommendations for corrective actions and timeframes to complete them in, resulting from the evaluation and testing of the internal controls.
- Meeting with the Board of Education annually or more frequently as the Board so directs.
- Updating the risk assessment annually.
- Preparing and updating the Internal Audit Charter
- Performing those duties as delegated by the Board, within the scope of work performed by an Internal Auditor, and/or provided in State Education Law/Regulation and the New York State Office of the Comptroller

Working with the Board Audit Committee, the appropriate Internal Audit Department Charter will be developed and updated as may be necessary.

Ref: Education Law Section 2116-b

Adoption date: July 10, 2006

Revision adopted: June 7, 2010

## INTERNAL AUDIT FUNCTION

- ( ) Required
- (X) Local
- (X) Notice**

~~NOTE: The internal audit function assists the Board in ensuring that proper internal controls are in place and are working. The Education Law requires school districts no later than July 1, 2006 to establish an internal audit function to be in operation no later than the following December 31<sup>st</sup>. School districts employing fewer than eight teachers, districts with actual general fund expenditures totaling less than \$5 million in the previous school year, and districts with an enrollment of less than 1500 students in the previous school year are exempt from this requirement. However, such districts must annually certify to the Commissioner of Education that the district meets the requirements for exemption (see subdivision (2) of section 2116-b of the Education Law).~~

~~NEW NOTE: The requirement to conduct an internal audit applies to BOCES as well. However, the State Education Department has recently clarified that the exemptions that apply to school districts (listed above) do not apply to BOCES. The substance of this policy has not changed, except that we have added a citation to the appropriate regulation.~~

The Board of Education recognizes its responsibility to ensure sound fiscal management of the district. To this end, the Board establishes an internal audit function to carry out the following tasks:

- Develop an annual risk assessment of district fiscal operations which shall include but not be limited to:
  - a. a review of financial policies and procedures,
  - b. the testing and evaluation of district internal controls;
- An annual review and update of such risk assessment; and
- Prepare reports, at least annually or more frequently as the Board may direct, which:
  - a. analyze significant risk assessment findings,
  - b. recommend changes for strengthening controls and reducing identified risks, and
  - c. specify timeframes for implementation of such recommendations.

To fulfill this function, the district may use inter-municipal cooperative agreements, BOCES shared services, or independent contractors as long as such personnel or entities performing the internal audit function comply with the Regulations of the Commissioner and meet professional auditing standards for independence between the auditor and the district. The district may also use existing personnel to fulfill this function but only if such persons shall not have any responsibilities for other business operations of the district while performing such function.

~~NOTE: Whether the Board decides to use an employee or other entity as the internal auditor, in each instance, the Board must consider the independence issues associated with the internal auditor in order to prevent any perceived or actual conflicts of interest. Before a Board hires an internal auditor, it should ensure that the person or firm being hired has or can develop expertise in school district financial operations, legal mandates, purchasing and investment policies, accounting systems and procedures, and other areas that are deemed necessary. The Board needs to ensure that the internal auditor receives training in these areas as appropriate.~~

Personnel or entities performing this function shall report directly to the Board. The district's audit committee shall assist in the oversight of this internal audit function.

Cross-ref:  
6690, Audit Committee

Ref:  
Education Law §2116-b  
8 NYCRR §170.12(b)

Adoption date:



~~(X) Required~~

~~( ) Local~~

~~( ) Notice~~

## CONTRACTING FOR PROFESSIONAL SERVICES

*NOTE: NYSSBA recommends adopting a separate policy regarding the securing of professional services, which would include engaging the services of attorneys, auditors, architects, engineers, accountants and physicians. While this process was previously covered by NYSSBA policy 6700, and in the case of attorneys, policy 2270, we believe it is important for the Board to clarify the nature of the business relationship and specify the process for engaging all types of professional services. A policy addressing the purchase of goods and services which are not subject to competitive bidding is legally required under General Municipal Law (104-b), so if you don't adopt this policy, make sure your purchasing policy does address the topic.*

The Board of Education will make certain that professional services are secured in a manner that protects the integrity of the process, ensures the prudent use of taxpayer dollars and provides a high quality standard of service, in accordance with law and regulation. Professional services are defined as services requiring special skill and/or training, such as legal services, medical services, auditing services, property appraisals or insurance.

Purchasing professional services does not require competitive bidding. The Board directs the ~~[insert appropriate title, such as Superintendent, Business Official, etc.]~~ to take measures to ensure that a highly qualified professional is secured through the prudent and economical use of public money, which may include:

1. reviewing trade journals;
2. checking professional listings; and/or
3. inquiring of other districts or other appropriate sources.

The designated district staff will prepare a comprehensive written request for proposals (RFP), which will contain critical details of the services sought. The RFP will specify that the proposal include the structure of the relationship between the district and the provider, including, if applicable, the terms of the retainer, the hourly fees and other associated costs.

In reviewing the RFPs, the district will consider, at a minimum, the following factors:

1. the suitability of the individual/firm for the district's needs;
2. the special knowledge or expertise of the individual/firm;
3. the credentials and applicable certifications of the individual/firm;
4. the quality of the service provided by the individual/firm;
5. cost;
6. the staffing available from the firm or the time available from the individual;

The district will periodically, but not less frequently than every three years ~~[insert desired timeframe, this is not defined in statute or regulation]~~, issue professional service RFPs and may conduct interviews as part of the RFP process. The written proposals submitted by applicants shall be maintained for at least six years.

~~NOTE: The Superintendent is required to make recommendations for pedagogical appointments. When the appointment is for a professional service provider who reports directly to the Board of Education (i.e. attorney or auditor), the Board may wish to review the RFPs itself and select the provider. If the Board wishes to take this approach, use the following text:~~

~~“The Board of Education will review the proposals and select the professional service provider best suited to the district’s needs.”~~

~~The method outlined in the following paragraph offers an alternative approach. It charges the Superintendent with responsibility for reviewing the RFPs and recommending an appointee to the Board. The Board should consider which approach best suits their district’s needs.~~

The Superintendent, after a thorough review of the proposals in consultation with the ~~[insert title(s) — i.e., business official, human resources manager]~~ Assistant Superintendent for Business, will recommend the professional service provider best suited to the district to the Board of Education for its approval.

~~NOTE: In the paragraph that follows NYSSBA recommends that the Board appoint professional service providers (physician, attorney, external auditor, etc.) at the annual organizational meeting. While there is no legal requirement to do so, NYSSBA believes it is good practice. New members of the Board and district office team, as well as the public, are then offered an opportunity to become familiar with who the district is working with. It also serves as a reminder that the service should be put out for an RFP periodically.~~

Regardless of when during the year the professional service provider was engaged by the Board, at the annual organizational meeting the Board will appoint the attorney, physician, external auditor, or other professional, as applicable. Professional service providers selected and appointed in this manner will not be considered employees of the district.

The Superintendent is charged with developing administrative procedures to implement this policy.

Cross-ref: 2210, Board Annual Organizational Meeting  
9500, Compensation and Benefits

Ref: General Municipal Law § 104-b  
2 NYCRR §§ 315.2, 315.3  
*Trane Co. v Broome County*, 76 A.D.2d 1015  
*Appeal of Lombardo*, 38 Educ. Dept. Rep. 730  
Opn. St. Comp. 92-33

Adoption date: