

**TYPE:** Board Meeting**DATE:** 11/7/2022 **TIME:** 7:00 PM**LOCATION:** High School**DETAILS:****1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

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

**3. EDUCATIONAL PRESENTATIONS**

- |    |                          |      |
|----|--------------------------|------|
| 1. | High School 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 October 17, 2022 Board of Education meeting | Action |
|----|--|--------|

**6. SPECIAL EDUCATION**

- |    |  |        |
|----|--|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 10/6, 10/11, 10/12, 10/27 & 10/31. | Action |
|----|--|--------|

**7. FINANCIALS****8. SUPERINTENDENT'S REPORT**

- |    |   |        |
|----|---|--------|
| 1. | Resolution to accept the results of the October 19, 2022 Bond Referendum.   | Action |
| 2. | Adoption of a Bond Resolution and approval of a Legal Notice related thereto  | Action |
| 3. | Resolution to adopt the District's Corrective Action Plan in response to the External Auditor's Report for the fiscal year ending June 2022 | Action |
| 4. | Resolution authorizing the execution of a four (4) transportation contracts with Eastern Suffolk BOCES for the 2022/23 school year          | Action |
| 5. | Approval of three (3) Budget Transfers  | Action |
| 6. | Resolution to accept a donation - ES PTA for Greenhouse   | Action |
| 7. | Resolution adopting the District Special Education Plan   | Action |
| 8. | Resolution authorizing the execution of an agreement with a Teaching Assistant  | Action |

**9. PERSONNEL**

- |    |  |        |
|----|--|--------|
| 1. | Retirement/HS Teacher Aide                           | Action |
| 2. | Resignation/ES Teacher Aide                          | Action |
| 3. | Appointment/MS Teaching Assistant                    | Action |
| 4. | Request for Leave/0.6 FTE District Social Worker     | Action |
| 5. | Appointment/District Social Worker Leave Replacement | Action |
| 6. | Appointment/ES ENL Support Staff                     | Action |
| 7. | Resignation/ES-MS Monitor                            | Action |
| 8. | Resignation/Switchboard Operator                     | Action |

- 9. Appointment/Coaching Recommendations Action
- 10. Appointment/Volunteer Coaching Recommendations Action
- 11. Appointment/Substitutes Action

**10. REPORTS**

- 1. Postings Info

**11. OLD BUSINESS**

**12. NEW BUSINESS**

- 1. Board Policy 6700 (Purchasing) Action
- 2. Board Policy 1410 (Complaints About Policies) Action

**13. EXECUTIVE SESSION**

**14. ADJOURNMENT**

October 17, 2022

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the MS Library on October 17, 2022.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Joyce Donneson, Mr. George R. Kast, Ms. Elizabeth Lanni-Hewitt, Mr. Halsey C. Stevens, and Ms. Heather A. Wright.

Absent: Ms. Dawn Arrasate

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; Charisse Miller, Middle School Principal; Jessica Williams, Director of Curriculum & Instructional Technology; and approximately 30 attendees.

The meeting was called to order by Ms. Suzanne M. Mensch, President, at 7:03 PM.

The pledge was conducted.

#### EXTERNAL AUDIT REPORT

The District's external auditor, Mr. Brendan Nelson of R.S. Abrams, reviewed the District's annual external audit report. He reported that, once again, no material weaknesses were found and the District is in good financial health.

*Item 8.1 was moved up on the agenda.*

On motion of Mr. Stevens, second by Ms. Donneson, the resolution to accept the external auditor's report for the year ending June 30, 2022, to be and hereby is adopted.

Vote: Yes 6 No 0

#### EDUCATIONAL PRESENTATION

Ms. Miller, Ms. Williams, two middle school teachers and several students gave a presentation on Mastery Based Learning.

#### APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Wright, the minutes of the October 3, 2022 Board of Education meeting, to be and hereby are approved.

Vote: Yes 6 No 0

#### SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of 9/6, 9/8, 9/12, 9/21, 9/23, 9/28, 9/29, 9/30, 10/4, and CPSE meetings of 9/28/22.

On motion of Ms. Donneson, second by Mr. Kast, 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

## FINANCIAL REPORTS

On motion of Mr. Kast, second by Ms. Donneson, the Trial Balances Report for June & July; Budget Status Report for June & July; Revenue Status Report for June & July; Budget Transfer Report for June & July; Extraclass Activities ES, MS, HS June - October; Audited and Paid Claims June – October 6; Treasurer’s Reports for June & July; and Collateral Report for June & July; to be and hereby are approved.

Vote: Yes 6 No 0

## ASEP PROVIDER AGREEMENTS

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the execution of IDEA 611 & 619 amendments to the July 2021 Memorandums of Agreement, to be and hereby is adopted.

Vote: Yes 6 No 0

## SURPLUS

On motion of Ms. Wright, second by Mr. Kast, the request to surplus the following items from the HS faculty room 127 as they are obsolete & unrepairable, to be and hereby is approved:

Overhead projector	Asset Tag 0356
Panasonic TV	Asset Tag 000418
4-door file cabinet	Asset Tag 002685

Vote: Yes 6 No 0

## TEACHER CENTER CONTRACT

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the Board of Education President to execute a contract with Stacy Albert for a Teacher Center of the Western Hamptons class, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

## BOSTON FIELD TRIP

On motion of Ms. Wright, second by Mr. Kast, the request from Mr. Montpetit to take 5th grade students to participate in an overnight field trip to Boston Massachusetts June 1-2, 2023, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

## CHRISTINE MEYER

On motion of Mr. Stevens, second by Mr. Kast, the retirement of Christine Meyer from her position as an ES Senior Office Assistant, effective December 30, 2022, retirement beginning December 31, 2022, to be and hereby is accepted.

Vote: Yes 6 No 0

## NANCY SEBOR

On motion of Mr. Kast, second by Mr. Stevens, the resignation of Nancy Sebor from her position as a MS Office Assistant, effective October 21, 2022, to be and hereby is accepted.

Vote: Yes 6 No 0

PERMANENT SUBSTITUTE

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Abigail Bennett as a MS permanent substitute teacher, effective October 18, 2022 through June 9, 2023, at \$150 per day, to be and hereby is approved.

Vote: Yes 6 No 0

SUBSTITUTES

On motion of Mr. Kast, second by Mr. Stevens, the appointment of the following substitutes, to be and hereby is approved:

Frederick Bowman	Teacher
Sandra Tucci	Clerical
Melissa Buckley	Nurse

Vote: Yes 6 No 0

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 Mr. Kast, the Board of Education to convene to Executive Session at 7:50 PM to discuss ongoing contract negotiations with the Aides/Monitors Unit, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Wright, the Board of Education to reconvene from Executive Session at 8:30 PM, to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Mr. Stevens, all business being completed, Ms. Mensch declared the meeting adjourned at 8:30 PM.

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Judy Iannone, District Clerk

October 17, 2022

October 19, 2022

A Special District Meeting for the purpose of a voting upon a Bond Referendum for a District-wide Capital Improvement Project of the Westhampton Beach Union Free School District, Suffolk County, New York was held on October 19, 2022 in the Large Group Instruction Room of the High School.

Mr. Thomas Betjemann, Chairperson of the Election, called the meeting to order at 7:00 a.m.

Mr. Betjemann called the Roll and the Inspectors of Election were sworn in by Judy Iannone, District Clerk, as follows:

Inspectors of Election:

- Thomas Betjemann (Chief Inspector)
- Marth-ann Betjemann
- Patricia Gonce
- Doreen Croser
- Stephen Wisnoski
- Lynn Stevens (a.m.)
- Randi DeMayo (a.m.)
- Bea Allen (p.m.)
- Patricia Speed (p.m.)

Voting was conducted by paper ballots.

Mr. Betjemann declared the Polls open at 7:00 a.m.

At 8:55 p.m. Mr. Betjemann announced the imminent closing of Polls and asked those present who wished to vote to do so at that time.

Mr. Betjemann declared the Polls closed at 9:00 p.m.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Dawn Arrasate, and Ms. Joyce Donneson.

Also Present: Carolyn J. Probst, Superintendent of Schools; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and Anthony Martino, Ass't. Plant Facilities Administrator.

The Inspectors counted the ballots.

Mr. Betjemann announced the results of the vote as follows:

Bond Proposition

Yes 274                      No 36

Total Number of Votes Canvassed by Paper Ballot: 288  
Total Number of Votes Canvassed by Absentee Ballot: 22  
Total Number of All Votes: 310

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Judy Iannone, District Clerk

EXTRACT OF MINUTES

Meeting of the Board of Education of the  
Westhampton Beach Union Free School District, in the  
County of Suffolk, New York

November 7, 2022

\* \* \*

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, in the County of Suffolk, New York, was held in the School District on November 7, 2022, at \_\_\_\_ o'clock P.M. (Prevailing Time).

There were present: Suzanne M. Mensch, President of the Board of Education;  
and

Board Members:

There were absent:

Also Present: Judith A. Iannone, District Clerk

\* \* \*

Board Member \_\_\_\_\_ offered the following resolution and  
moved its adoption:

**BOND RESOLUTION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED NOVEMBER 7, 2022, AUTHORIZING THE CONSTRUCTION OF ALTERATIONS AND IMPROVEMENTS TO ALL DISTRICT SCHOOL BUILDINGS AND THE SITES THEREOF; STATING THE ESTIMATED TOTAL COST THEREOF IS NOT TO EXCEED \$33,000,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$33,000,000 SERIAL BONDS OF SAID DISTRICT TO FINANCE SAID APPROPRIATION.**

Recital

WHEREAS, at the Special District Meeting duly called and held on October 19, 2022, in the Westhampton Beach Union Free School District, in the County of Suffolk, New York (the “District”), a majority of the qualified voters present and voting approved a Bond Proposition authorizing the construction of alterations and improvements to all District school buildings and the sites thereof, at the estimated total cost of not to exceed \$33,000,000; and further authorized the Board of Education to levy and collect a tax to be collected in annual installments to pay the principal of and interest on the not to exceed \$33,000,000 serial bonds authorized to be issued;

Now, therefore,

THE BOARD OF EDUCATION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (*by the favorable vote of not less than two-thirds of all the members of said Board of Education*) AS FOLLOWS:

Section 1. The Westhampton Beach Union Free School District, in the County of Suffolk, New York, is hereby authorized to construct alterations and improvements to all District school buildings and the sites thereof, substantially as referred to and 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 work required in connection therewith. The estimated total cost thereof, including preliminary costs and costs incidental thereto and to the financing thereof, is not to exceed \$33,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of not to exceed \$33,000,000 serial bonds of the District, and the levy and collection of taxes on all the taxable real property in the District to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Serial bonds of the District in the amount of \$33,000,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law") to finance said appropriation.

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the objects or purposes for which serial bonds are authorized to be issued pursuant to this resolution, within the limitations of Section 11.00 a. 97 of the Law, is thirty (30) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the District for

expenditures made for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the District, payable as to both principal and interest by general tax upon all the taxable real property within the District without limitation of rate or amount. The faith and credit of the District are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the District by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 of the Law, the powers and duties of the Board of Education relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of all bonds herein and heretofore authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and to execute tax

certifications relative thereto, are hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the District is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary hereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the District Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by §81.00 of the Law in two of the District's official newspapers having a general circulation within the District.

\* \* \*

The adoption of the foregoing resolution was seconded by Board Member

\_\_\_\_\_ and duly put to a vote, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Judith A. Iannone, District Clerk of the Westhampton Beach Union Free School District, in the County of Suffolk, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Board of Education of said Westhampton Beach Union Free School District duly called and held on November 7, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Board of Education and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Westhampton Beach Union Free School District this \_\_\_\_\_ day of November, 2022.

(SEAL)

\_\_\_\_\_  
District Clerk

NOTICE

The bond resolution, a summary of which is published herewith, has been adopted on November 7, 2022, and the validity of the obligations authorized by such bond resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, in the County of Suffolk, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

Judith A. Iannone  
District Clerk

**BOND RESOLUTION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED NOVEMBER 7, 2022, AUTHORIZING THE CONSTRUCTION OF ALTERATIONS AND IMPROVEMENTS TO ALL DISTRICT SCHOOL BUILDINGS AND THE SITES THEREOF; STATING THE ESTIMATED TOTAL COST THEREOF IS NOT TO EXCEED \$33,000,000; APPROPRIATING SAID AMOUNT THEREFOR; AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$33,000,000 SERIAL BONDS OF SAID DISTRICT TO FINANCE SAID APPROPRIATION.**

Objects or purposes:                               to construct alterations and improvements to all District buildings and sites

Amount of Obligations to be Issued                               not to exceed \$33,000,000

Period of Probable Usefulness:               thirty (30) years

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the office of the District Clerk, Westhampton Beach Union Free School District, 340 Mill Road, Westhampton Beach, New York.

Dated: November 7, 2022  
Westhampton Beach, New York

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: October 24, 2022

Re: Corrective Action Plan External Audit Year End 2022

I respectfully request the Board of Education accept the district's corrective action plan for the audit report for fiscal year ending June 30, 2022 prepared by our external auditor R.S. Abrams & Co., LLP.

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

## Westhampton Beach Union Free School District

*This corrective action plan is in response to the school district's external auditor's year-end report dated June 30, 2022 prepared by R.S. Abrams & Co, LLP.*

### CASH

1. **Recommendation:** We recommend the district review outstanding checks by the end of the year and adjust the accounting records, accordingly.

**Corrective Action:** The District Accountant will review outstanding checks by the end of the year and adjust the accounting records, accordingly. Anticipated Completion Date: Fiscal Year 2022-2023 with oversight from the Assistant Superintendent for Business.

### EXTRA CLASSROOM ACTIVITY FUND

2. **Recommendation:** We recommend the District comply with State Education Department guidelines governing the proper procedures and policies governing the extraclassroom accounts and transactions.

**Corrective Action:** The District Treasurer will continue to meet with all central building treasurers to discuss best practices and procedures. In addition, the Assistant Superintendent for Business will meet with all club advisors on Superintendent's Conference Day to review expectations of the club accounts. Club advisors will be reminded to follow all district procedures as they relate to club expenditure and revenue activities. Anticipated Completion Date: Fiscal Year 2022-2023 with oversight from the Assistant Superintendent for Business.

### CAPITAL PROJECTS FUND

3. **Recommendation:** We recommended a provision be made in future general fund budgets to provide the necessary transfer of resources that would eliminate any remaining deficit associated with these capital projects.

**Corrective Action:** With voter authorization, the district designated funds in the 2021-2022 and 2022-2023 budgets to reduce the deficit associated with previous district-wide renovations and capital projects. The remaining deficit balances on these projects will be eliminated at June 30, 2023. Anticipated Completion Date: Fiscal Year 2022-2023 with oversight of the Assistant Superintendent for Business.



(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)

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 Ave, Patchogue NY 11772. Includes fields for Name, Address, City, State, Zip Code, Telephone, and Email.

Please Check if applicable:

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

Specifications include:

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

This AGREEMENT made this 18 day of August 20 22 by and between

Westhampton Beach UFSD, County of Suffolk, N.Y.

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

September 1st 2022 and to end June 30th 2023

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 \$ 326,000.00

\*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: Filed by:

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

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 signed by the trustee or president of the board of education and the contractor. 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 party 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 bid 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

## WINTER 2022-2023 PRICE LIST

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- NOTE #1: It is your district's responsibility to notify us within 5 days of termination of service to obtain proper credit.
- NOTE #2: The RTP staff reviews all routes on an ongoing basis in order to provide the highest quality of service in a cost effective manner.
- NOTE #3: Student(s) will be assigned to the most cost efficient vehicle going to that student's destination school.
- NOTE #4: If there are students from multiple destination schools, to create cost efficiency, the invoice will be prorated by student and based on the student(s) scheduled active days.
- NOTE #5: Although the pricing below indicates savings up to a certain number of students, the savings is not limited to this number. The cost of the vehicle will be prorated by the number of students sharing the route. The costs below are for illustration of savings purposes only.
- NOTE #6: BOCES Regional Transportation services a wide ranging geographic area using multiple contractors. As a result, the pricing is differentiated by service area. Region 1 is composed of all schools located from Riverhead, Eastport-South Manor and Remsenburg-Speonk School Districts and eastward. Region 2 is all districts west of Region 1 to the Three Village, Middle Country, Sachem and Patchogue-Medford School Districts. Region 3 is comprised of all districts west of Patchogue-Medford and Sachem School Districts from the center of the island southward. Region 4 is comprised of all districts west of Three Village and Middle Country School Districts from the center of the island northward.

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

Door-to-Door transportation service for ambulatory special education students, non-public students, and technical/special occupational educational students are 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 monthly program rates:

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 6562.00	\$ 7838.00	\$ 8940.00	\$ 8992.00
2 students	3281.00	3919.00	4470.00	4496.00
3 students	2187.33	2612.67	2980.00	2997.33
4 students	1640.50	1959.50	2235.00	2248.00
5 students	1312.40	1567.60	1788.00	1798.40
6 students	1093.67	1306.33	1490.00	1498.67

### Full Size School Bus 2-3 Hours

Full size school buses are available 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 monthly program rates:

#### **Monthly Pricing:**

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
Per Bus	\$ 8876	\$ 9820	\$ 10,910	\$ 11,714

*Late Buses ("daily" and on an "as needed" basis) are available upon request. Please call (631) 472-6480 for pricing.*

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

Door-to-Door transportation service for a wheelchair van is also 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.

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 7036.00	\$ 8494.00	\$ 9072.00	\$ 9442.00
2 students	3518.00	4247.00	4536.00	4721.00
3 students	2345.33	2831.33	3024.00	3147.33

## 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:

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 3782.00	\$ 3782.00	\$ 4494.00	\$ 4474.00
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3 students	1260.67	1260.67	1498.00	1491.33
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## 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. Please call Eastern Suffolk BOCES for availability and cost.

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

There is no additional cost for fuel for Per-Student Pricing. Fuel is included in the cost of the vehicle.

## 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/Work Studies
Saturdays, Holidays, Respite	Late/Mid-Day Buses
In-District Summer Programs	Field/Coach Trips
Testing/Training	Regents Buses
Full Size School Buses	

(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)

TRANSPORTATION CONTRACT Non-Public 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 Ave, Patchogue NY 11772. Includes fields for Name, Address, City, State, Zip Code, Telephone, and Email.

Please Check if applicable:

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

Specifications include:

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

This AGREEMENT made this 18 day of August 20 22 by and between

Westhampton Beach UFSD, County of Suffolk, N.Y.

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

September 1st 2022 and to end June 30th 2023

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 \$ 59,420.00

\*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: Filed by: (Date of Superintendent's Approval) (Signature of Superintendent or Designee)

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

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 signed by the trustee or president of the board of education and the contractor. 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 party 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 bid 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

## WINTER 2022-2023 PRICE LIST

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- NOTE #1:** It is your district's responsibility to notify us within 5 days of termination of service to obtain proper credit.
- NOTE #2:** The RTP staff reviews all routes on an ongoing basis in order to provide the highest quality of service in a cost effective manner.
- NOTE #3:** Student(s) will be assigned to the most cost efficient vehicle going to that student's destination school.
- NOTE #4:** If there are students from multiple destination schools, to create cost efficiency, the invoice will be prorated by student and based on the student(s) scheduled active days.
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- NOTE # 6:** BOCES Regional Transportation services a wide ranging geographic area using multiple contractors. As a result, the pricing is differentiated by service area. Region 1 is composed of all schools located from Riverhead, Eastport-South Manor and Remsenburg-Speonk School Districts and eastward. Region 2 is all districts west of Region 1 to the Three Village, Middle Country, Sachem and Patchogue-Medford School Districts. Region 3 is comprised of all districts west of Patchogue-Medford and Sachem School Districts from the center of the island southward. Region 4 is comprised of all districts west of Three Village and Middle Country School Districts from the center of the island northward.

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

Door-to-Door transportation service for ambulatory special education students, non-public students, and technical/special occupational educational students are 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 monthly program rates:

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
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Additional costs of a monitor/attendant are as follows:

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

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

There is no additional cost for fuel for Per-Student Pricing. Fuel is included in the cost of the vehicle.

## 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
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Saturdays, Holidays, Respite	Late/Mid-Day Buses
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Full Size School Buses	

(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)

TRANSPORTATION CONTRACT In-District 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 Ave, Patchogue NY 11772. Includes fields for Name, Address, City, State, Zip Code, and Contact Person.

Please Check if applicable:

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

Specifications include:

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

This AGREEMENT made this 18 day of August 20 22 by and between

Westhampton Beach UFSD, County of Suffolk, N.Y.

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

September 1st 2022 and to end June 30th 2023.

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 \$ 1,330,000.00.

\*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: Filed by:

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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.

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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

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## WINTER 2022-2023 PRICE LIST

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Per Bus	\$ 8876	\$ 9820	\$ 10,910	\$ 11,714

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Full Size School Buses	

(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)

TRANSPORTATION CONTRACT Field Trip 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 Ave, Patchogue NY 11772. Includes fields for Name, Address, City, State, Zip Code, and Contact Person.

Please Check if applicable:

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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

September 1st 2022 and to end June 30th 2023

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 \$ 180,813.00

\*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: Filed by:

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

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 signed by the trustee or president of the board of education and the contractor. 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 party 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 bid 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

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## WINTER 2022-2023 PRICE LIST

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- NOTE #1: It is your district's responsibility to notify us within 5 days of termination of service to obtain proper credit.
- NOTE #2: The RTP staff reviews all routes on an ongoing basis in order to provide the highest quality of service in a cost effective manner.
- NOTE #3: Student(s) will be assigned to the most cost efficient vehicle going to that student's destination school.
- NOTE #4: If there are students from multiple destination schools, to create cost efficiency, the invoice will be prorated by student and based on the student(s) scheduled active days.
- NOTE #5: Although the pricing below indicates savings up to a certain number of students, the savings is not limited to this number. The cost of the vehicle will be prorated by the number of students sharing the route. The costs below are for illustration of savings purposes only.
- NOTE #6: BOCES Regional Transportation services a wide ranging geographic area using multiple contractors. As a result, the pricing is differentiated by service area. Region 1 is composed of all schools located from Riverhead, Eastport-South Manor and Remsenburg-Speonk School Districts and eastward. Region 2 is all districts west of Region 1 to the Three Village, Middle Country, Sachem and Patchogue-Medford School Districts. Region 3 is comprised of all districts west of Patchogue-Medford and Sachem School Districts from the center of the island southward. Region 4 is comprised of all districts west of Three Village and Middle Country School Districts from the center of the island northward.

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

Door-to-Door transportation service for ambulatory special education students, non-public students, and technical/special occupational educational students are 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 monthly program rates:

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 6562.00	\$ 7838.00	\$ 8940.00	\$ 8992.00
2 students	3281.00	3919.00	4470.00	4496.00
3 students	2187.33	2612.67	2980.00	2997.33
4 students	1640.50	1959.50	2235.00	2248.00
5 students	1312.40	1567.60	1788.00	1798.40
6 students	1093.67	1306.33	1490.00	1498.67

## Full Size School Bus 2-3 Hours

Full size school buses are available 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 monthly program rates:

### **Monthly Pricing:**

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
Per Bus	\$ 8876	\$ 9820	\$ 10,910	\$ 11,714

*Late Buses ("daily" and on an "as needed" basis) are available upon request. Please call (631) 472-6480 for pricing.*

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

Door-to-Door transportation service for a wheelchair van is also 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.

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 7036.00	\$ 8494.00	\$ 9072.00	\$ 9442.00
2 students	3518.00	4247.00	4536.00	4721.00
3 students	2345.33	2831.33	3024.00	3147.33

## 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:

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

	<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
1 student	\$ 3782.00	\$ 3782.00	\$ 4494.00	\$ 4474.00
2 students	1891.00	1891.00	2247.00	2237.00
3 students	1260.67	1260.67	1498.00	1491.33
4 students	945.50	945.50	1123.50	1118.50
5 students	756.40	756.40	898.80	894.80
6 students	630.33	630.33	749.00	745.67

## 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. Please call Eastern Suffolk BOCES for availability and cost.

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

There is no additional cost for fuel for Per-Student Pricing. Fuel is included in the cost of the vehicle.

## 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/Work Studies
Saturdays, Holidays, Respite	Late/Mid-Day Buses
In-District Summer Programs	Field/Coach Trips
Testing/Training	Regents Buses
Full Size School Buses	



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

Requestor: J. Piro

Date of Request: 10/14/2022

Budget Code to **Transfer TO:**

Code Number: A 2855.153.00.05

Code Title: Athletic Contest Supervision

Amount to Transfer: \$ 42,000

Budget Code to **Transfer FROM:**

Code Number: A 2855.453.00.05

Code Title: Athletic Contest Supervision

Reason for Transfer:

*Reclass supervision expenses to a payroll code*

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      10/14/22      \_\_\_\_\_  
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 \_\_\_\_\_



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

Requestor: Laura Hansen

Date of Request: 10/25/22

Budget Code to Transfer TO:

Code Number: 1680-490-00-08

Code Title: Boces Expenses

Amount to Transfer: \$ 8,889.22

Budget Code to Transfer FROM:

Code Number: 1680-400-00-05

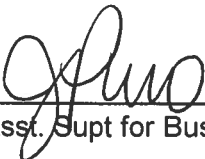
Code Title: Repair & Licensing DW

Reason for Transfer:

Contract modification for BOCES services: Frontline Professional Learning/Mgmt.

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.**

      10/26/2022  
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 \_\_\_\_\_

Westhampton Beach Union Free School District  
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: October 24, 2022

Re: Elementary PTA Donation for Greenhouse

The Elementary Parent Teacher Association would like to donate \$10,600 for support towards the greenhouse consultant. I am asking the BOE to accept this donation so we can increase budget code A2110.400.00.03 accordingly.

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: Westhampton Beach Elementary PTA

Address: 379 Mill Road Westhampton Beach 11978

Contact Person: Margaret Reutter

Business Phone: 631 484 0991 Home Phone: \_\_\_\_\_

Email Address: Margaret@mac.com

Donor's relation to the Westhampton Beach UFSD: PTA

Please specify the exact nature of this gift and estimated value: for Greenhouse support

Do you have a specific way you would like to see this gift used? Yes\*  No

If yes, how would you like to see this gift used? Greenhouse

\*If yes, and the school district cannot use this donation in the way you specify, do you want to be notified? Yes  No

If you wish your name to remain confidential, meaning your name will not appear on the Board of Education Agenda when your gift is accepted, please check here: \_\_\_\_\_

[Signature]  
Signature

11/14/02  
Date

To be completed by the school district

Signature indicates acceptance of the above gift:

\_\_\_\_\_  
President - Board of Education

\_\_\_\_\_  
Superintendent of Schools

Donation transferred into Budget Code #: A2110-400-00-03

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
WESTHAMPTON BEACH, NEW YORK 11978  
District Plan**

**2022-2023**

**DISTRICT POLICIES, PRACTICES AND PROCEDURES FOR ASSURING  
APPROPRIATE EDUCATIONAL SERVICES AND DUE PROCESS IN THE  
EVALUATION AND PLACEMENT OF STUDENTS WITH DISABILITIES**

**Approved by the Board of Education on: \_\_\_\_\_**

**BOARD OF EDUCATION  
2022-2023**

**Suzanne M. Mensch, *President***

**Dawn Arrasate, *Vice President***

**Elizabeth T. Lanni-Hewitt, *Trustee***

**Joyce L. Donneson, *Trustee***

**Halsey C. Stevens, *Trustee***

**George R. Kast, Jr., *Trustee***

**Heather A. Wright, *Trustee***

**Judy Iannone, *District Clerk***

**STATEMENT OF ASSURANCES**

*The Board of Education of the Westhampton Beach School District as a part of a long standing commitment to excellence in education for all students, supports the provision of special education and related services for students with disabilities under the auspices of the Committee on Special Education and the Committee on Preschool Special Education.*

*In full support of State and Federal laws pertaining to students with disabilities, it is the intent of this Board of Education to assure that the educational needs of the Special Education students are met. To this end, and in full compliance with the Regulations of the Commissioner of Education, the Board has reviewed the District Plan for Special Education.*

*By action of the Board of Education in a regularly scheduled meeting, the Board has adopted the Special Education District Plan.*

ADOPTED \_\_\_\_\_  
*President, Board of Education* *Date*

## **CENTRAL ADMINISTRATION**

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

**William A. Fisher**  
*Assistant Superintendent for Personnel & Instruction*

**Jacqueline I. Pirro**  
*Assistant Superintendent for Business*

**MaryAnn Ambrosini, Ed.D.**  
*Director of Pupil Personnel Services*

**Robert Finn, Ed.D.**  
*Director of Guidance*

**Jason Cohen**  
*Director of Health, Physical Education, and Athletics*

**Jessica Williams, Ed.D.**  
*Director of Curriculum & Instructional Technology*

**Anthony Martino**  
*Director of Facilities*

## **BUILDING ADMINISTRATION**

**Jeremy Garritano**  
*Elementary School Principal*

**Charisse Miller**  
*Middle School Principal*

**Christopher Herr, Ed.D.**  
*High School Principal*



## **BOARD OF EDUCATION PROGRAM OBJECTIVES**

*The Westhampton Beach Union Free School District is committed to the development and implementation of an appropriate education for students with disabilities who reside in the district in accordance with the following program objectives:*

- To ensure the establishment of plans and policies for implementing school-wide approaches and pre-referral interventions in order to remediate a student's performance prior to referral to special education.
- To provide a free appropriate education in the least restrictive environment for resident students between the ages three and twenty-one or until a high school diploma has been achieved by the student, whichever shall occur first.
- To ensure that students with disabilities have the opportunity to participate in school programs, to the maximum extent appropriate to the needs of each student, including access to general education curriculum, extracurricular programs and activities that are available to other students enrolled in the public schools of the District.
- To establish a Committee on Preschool Special Education (CPSE), a Committee on Special Education (CSE) and appropriate Subcommittees on Special Education for the purpose of evaluating students suspected of having disabilities and for placement of students with disabilities in appropriate programs. The CPSE and the CSE will monitor the progress of all students with disabilities and will report annually to the Board of Education.
- To ensure effective communication and collaboration between the CPSE, CSE school staff and school district administrators, parents and community.
- To ensure that parents are advised of their due process rights and to establish procedures in this regard.
- To ensure that each preschool student with a disability residing in the District has the opportunity to participate in an appropriate preschool program or services.
- To provide for the establishment of administrative practices and procedures to ensure that parents have received and understand the request for consent for evaluation of a preschool or school age student.
- To ensure the establishment of administrative policies, practices and procedures to implement the provisions of Section 200.6(a) of the Commissioner's Regulations and to provide special services or programs, to the extent appropriate to the needs of the student, to enable the student to be involved in and progress in the general education curriculum.
- To provide human and material resources necessary for the implementation of a full continuum of programs and services to meet the academic, social, physical and management needs of students with disabilities.
- To provide to the greatest extent appropriate adaptation, and/or modification of instruction and materials to enable students with disabilities to benefit from instruction within the general education setting, whenever appropriate.

- To ensure that students with disabilities have access to the full range of general education programs and services to the extent appropriate to their individual needs and to provide them appropriate opportunities to earn a high school diploma in accordance with Section 100.5 of the Regulations of the Commissioner of Education.
- To ensure that a discipline code for student behavior is in place while protecting the rights to continuity of appropriate education for students with disabilities.
- To ensure the confidentiality of personally identifiable data, information or records pertaining to a student with a disability. Such personally identifiable information will not be disclosed except in accordance with the Regulations.
- To ensure that adequate and appropriate space is made available to meet the needs of preschool and school age students with disabilities.
- To provide professional development for all personnel who work with students with disabilities in order to assure that they have the skills and knowledge necessary to meet the unique needs of these students.
- To ensure the establishment of plans and policies for the appropriate declassification of students with disabilities.
- To ensure that students attending school within the district receive the protection of all other applicable State and Federal regulations.

### **Methods for Evaluating Program Objectives**

The District will utilize a variety of methods to evaluate the extent to which the objectives of the special education program have been achieved. Through the use of assessment techniques including staff reports, interviews with faculty, parents and students, departmental meetings and site visits, formative data will be gathered relative to the success of the delineated objectives. The goal of the special education program in the District is to provide each student with individualized instruction designed to help each student compensate for his or her disability in order to more fully reach his or her potential. Methods used to evaluate the extent to which the objectives of the special education program have been achieved are: ongoing evaluation of student achievement using various standardized diagnostic tests, state assessments and other teacher-made assessments; annual reviews of students' progress and programs, resulting in the development of comprehensive IEPs, qualitative techniques such as teacher observations and conferences, classroom observations, anecdotal reports, and end-of-year student summaries. The data is analyzed to provide summary information to assist the District in decision-making regarding revisions and modifications of programs, services and procedures.

## **Nature and Scope of Special Education Programs and Services**

All students with disabilities who reside in the District shall be provided with an appropriate individual educational program (IEP) that meets the student's unique educational needs as determined and recommended by the Committee on Special Education (CSE) and arranged for by the Board of Education. In developing the IEP and determining appropriate recommendations, the CSE will consider the student's present levels of performance, strengths and needs in academic achievement, social development, physical development, and management needs. A continuum of services is available for students with disabilities in the District as described below.

### **Transitional/Declassification Support Services**

When specified in a student's Individualized Education Program, transitional support services are provided to a regular or special education teacher to aid in the provision of an appropriate educational program to the student with a disability who is transferring to a general education program (declassification) or to a less restrictive program or service.

Declassification support services are those services provided by appropriately certified or licensed persons in the specific areas of service to a student or student's teacher to aid in the student's transition from special education to full-time general education. The committee shall:

- identify the declassification support services, if any, to be provided to the student and/or to the student's teachers; and
- indicate the projected date of initiation of such services, the frequency of provision of such services and the duration of such services, provided that such services shall not continue for more than one year after the student enters the full-time general education program.

Other recommendations, including those that will continue upon the student's declassification such as the student's continued eligibility for the "safety net" or LOTE exemption, should be included in the notice to the Board of Education and in prior written notice to the parent.

### **Consultant Teacher Services**

Consultant teacher services shall be for the purpose of providing direct and/or indirect services to students with disabilities who attend regular education classes, and/or to such students' regular education teachers. Such services shall be recommended by the committee on special education to meet specific needs of such students and the student's individualized education program (IEP) shall indicate the regular education classes in which the student will receive consultant teacher services.

The total number of students with disabilities assigned to a consultant teacher shall not exceed 20. Each student with a disability requiring consultant teacher services shall receive direct and/or indirect services consistent with the student's IEP for a minimum of two hours each week, except that the committee on special education may recommend that a student with a disability who also needs resource room services in addition to consultant teacher services, may receive a combination of such services consistent with the student's IEP for not less than three hours each week.

### **Related Services**

Related services means developmental, corrective, and other supportive services as are required to assist a student with a disability and includes speech-language pathology, audiology services,

interpreting services, psychological services, physical therapy, occupational therapy, counseling services, orientation and mobility services, parent counseling and training, school nurse services, assistive technology services, services for students with visual impairments and services for students with hearing impairments.

Related services shall be recommended by the committee on special education to meet specific needs of a student with a disability as set forth in the individualized education program (IEP).

- The frequency, duration and location of each such service shall be in the IEP, based on the individual student's need for the service.
- For students with disabilities determined to need speech and language services, the total caseload of such students for teachers providing such services shall not exceed 65.
- When a related service is provided to a number of students at the same time, the number of students in the group shall not exceed five students per teacher or specialist.
- A student with a disability may be provided with more than one such service in accordance with the need of the student.
- Related services may be provided in conjunction with a regular education program or with other special education programs and services.

The District employs a school psychologist and school social worker in each school building to provide individual and group counseling. The District employs 2.6 Speech Pathologists to provide individual and group speech therapy to all three school buildings. The District contracts with private agencies and ES BOCES to provide all other related services.

### Resource Room Program

The resource room program is for the purpose of supplementing the general or special classroom instruction of students with disabilities who are in need of such supplemental programs. Resource room is available in all three of the District's schools. Resource room services shall be provided not less than three hours of instruction per week in such program except that the committee on special education may recommend that for a student with a disability who also needs consultant teacher services in addition to resource room services may receive a combination of such services consistent with the student's IEP for not less than three hours per week.

The instructional group in each resource room period does not exceed five students who are grouped according to levels of academic or educational achievement and learning characteristics, social development, physical development; and management needs of the students. Students shall spend a minimum of 3 hours per week and not more than 50 percent of the day in the resource room program. The total number of students assigned to a resource room teacher will not exceed 20 at the elementary level and 25 at the middle and high school levels.

### Integrated Co-Teaching Services

Integrated co-teaching services means the provision of specially designed instruction and academic instruction provided to a group of students with disabilities in the general education classroom with non-disabled students. These services afford students with disabilities the opportunity to be educated in the least restrictive environment (LRE) with their non-disabled peers. The maximum number of students with disabilities receiving integrated co-teaching services in a class shall not exceed 12 students. A special education teacher and a general education teacher are assigned to each class.

Integrated co-teaching services are available in all three of the District's schools. In the Middle and High Schools these services are departmentalized and offered in ELA, Mathematics, Science and Social Studies in grades 6-10 and in ELA and Social Studies in grade 11. In the Elementary School these services are offered in grades 4-5 in ELA, Mathematics, Science and Social Studies.

### Special Class

A special class is defined as a class consisting of students with the same disabilities or with differing disabilities who have been grouped together because of similar individual needs for the purpose of being provided a special education program. The size and composition of a special class is based on the similarity of the individual needs of the students according to academic or educational achievement and learning characteristics, social development, physical development and the management needs of the students in the classroom. The chronological age range in special classes is within 36 months.

Special classes are provided when students have not demonstrated adequate progress in general education. The Elementary School provides two special class (12:1:1) options each staffed with a special education teacher and a teaching assistant and a special class (8:1:2) option staffed with a special education teacher, a teaching assistant and a teacher aide. Students in the special class (8:1:2) demonstrate significant developmental and intensive needs.

Special classes at the Middle School (15:1:1) are offered for core content subject areas and multisensory reading instruction. Special classes at the High School (15:1) are offered in core content subject areas that are required to graduate with a Regents or local diploma. In addition, the Functional Academic Learning Program (12:1:1) is available for students who are working towards a Skills and Achievement Commencement Credential.

### Out-of-District Placement

If the CSE determines that a student's needs may not be met in an existing in-District program, an appropriate placement is sought in a neighboring school district.

When the nature and severity of a disability is such that education within the school district is not appropriate, the District will consider placement in a BOCES program. BOCES district-based programs offer mainstreaming opportunities for students into academic and non-academic activities with their non-disabled peers. BOCES also offers a variety of center-based comprehensive and specific programs designed to provide an appropriate education to students who have intensive academic, physical, social, and/or management needs.

When the nature and severity of a disability, or a combination of disabilities, is such that appropriate public facilities for instruction are not available, students may be placed in private schools or state supported or state-operated schools. Every effort is made to place students in public facilities and to enable students to benefit from instruction in the less restrictive settings.

### Home and Hospital Instruction

Students with disabilities who are recommended for home and/or hospital instruction by the CSE receive instruction a minimum of 5 hours per week for elementary school students, or a minimum of 10 hours of instruction per week for secondary school students.

## Services to Homeschooled Students with Disabilities

Homeschooled students with disabilities and students suspected of having a disability are considered non-public school students solely for the purpose of receiving special education services during the regular school year.

The District notifies all parents of students with disabilities who are in homeschool programs that the Committee on Special Education (CSE) will develop an individualized education services program (IESP) for the student. The IESP is developed in the same manner and has the same contents as an individualized education program (IEP). An IESP is developed in consideration of the parents' decision to homeschool their child.

## Nature and Scope of Preschool Special Education Programs and Services

The Committee on Preschool Special Education (CPSE) oversees special education services for preschool students (ages 3-5) with disabilities in the district. A full continuum of services is available to preschool students with disabilities to meet their unique educational needs in the least restrictive environment through local preschool programs and agencies. Every effort is made to place students in settings where age-appropriate peers without disabilities are typically found.

## Related Services

Related services mean developmental, corrective and other supportive services as are required to assist a student with a disability and include counseling, speech therapy, occupational therapy, physical therapy, behavioral consultation services, parent counseling and parent training, school health services, individual and shared aides, sign language interpreters, visually impaired and hearing-impaired services. Services are designated on a student's Individualized Education Program (IEP) to be provided for specified periods of time and frequencies, and can be provided individually or in small groups, not to exceed five (5) students. Related services shall be provided at a site determined by the CPSE, including but not limited to an approved or licensed pre-kindergarten or head start program, the work site of the provider, the student's home, a hospital, a state facility, or a child care location. If it is determined that documented medical or special needs of the preschool student indicate that the student should not be transported to another site the student shall be entitled to receive related services in the preschool student's home.

## Special Education Itinerant Services

Special education itinerant services are services provided by a certified special education teacher of an approved program on an itinerant basis at a site determined by the CPSE but not limited to an approved or licensed pre-kindergarten or Head Start program, the work site of the provider, the student's home, a hospital, a state facility, or a child care location. Such services shall be for the purpose of providing direct specialized individual or group instruction and/or indirect services to preschool students with disabilities. Indirect services mean consultation provided by a certified special education teacher to assist the child's teacher in adjusting the learning environment and/or modifying their instructional methods to meet the individual needs of a preschool student with a disability who attends an early childhood program. The level of service should not be less than two hours per week.

## Special Class

Special classes shall be provided on a half-day or full-day basis, with the chronological age of the students not exceeding 36 months. The maximum class size shall not exceed 12 preschool students with disabilities with at least one teacher and one or more supplementary school personnel assigned to each class. Special classes may be provided in integrated or non-integrated settings and shall be provided for not less than two- and one-half hours per day, two days per week. The least restrictive environment for special class services is as follows:

- Half-day Integrated Special Class
- Half-day Special Class
- Full-day Integrated Special Class
- Full-day Special Class

## In-State Residential

In-state residential special education programs and services shall be provided to each preschool student with a disability for whom such services have been recommended for a minimum of five hours per day, five days per week.

## Extended School Year Services

The Committee on Preschool Special Education (CPSE) or the Committee on Special Education (CSE) will determine whether a student requires a structured learning environment of up to 12 months to prevent substantial regression. Substantial regression would be indicated by a student's inability to maintain developmental levels due to a loss of skill or knowledge during the months of July and August of such severity so as to require an inordinate period of review at the beginning of the school year to reestablish and maintain IEP goals and objectives mastered at the end of the previous school year. Students will be considered for twelve-month (12) special services and/or programs to prevent substantial regression if they are:

- students whose management needs are determined to be highly intensive and require a high degree of individualized attention and intervention and who are placed in special classes;
- students with severe multiple disabilities, whose programs consist primarily of habilitation and treatment;
- students who are recommended for home and hospital instruction or students/preschool students whose special education needs are determined to be highly intensive and require a high degree of individualized attention and intervention or who have severe multiple disabilities and require primarily habilitation and treatment;
- students whose needs are so severe that they can be met only in a seven-day (7) residential program; or
- students receiving other special education services who, because of their disabilities, exhibit the need for a twelve-month (12) special service and/or program provided in a structured learning environment of up to twelve (12) months duration in order to prevent substantial regression.

As a guideline for the purpose of determining eligibility for an extended school year program, a review period of eight (8) weeks or more would indicate that substantial regression has occurred.

Number and age span of students and preschool students by type of disability:

Disability (As of Snapshot Date)	Age as of October 6, 2021																		
	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Total
Autism	0	0	2	2	1	1	3	0	4	2	0	2	1	3	0	4	1	0	26
Emotional Disability	0	0	0	0	0	0	0	0	0	1	1	0	1	0	0	0	0	0	3
Learning Disability	0	0	0	1	0	6	6	3	7	9	8	19	10	21	1	1	0	0	92
Intellectual Disability	0	0	1	0	0	0	0	0	0	0	1	1	0	0	0	1	0	0	4
Deafness	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hearing Impairment	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Speech or Language Impairment	1	6	4	4	6	5	1	2	2	1	3	3	1	1	0	0	0	0	40
Visual Impairment (Includes Blindness)	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Orthopedic Impairment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Health Impairment	0	0	1	1	3	2	3	1	9	11	10	11	10	14	2	0	0	0	78
Multiple Disabilities	0	0	0	1	0	0	1	0	0	0	1	3	0	1	1	0	0	0	8
Deaf-Blindness	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Traumatic Brain Injury	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total (Lines 1-13)</b>	<b>1</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>14</b>	<b>14</b>	<b>6</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>39</b>	<b>23</b>	<b>40</b>	<b>4</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>253</b>



Number of school-age students by type of disability and setting:

Disability (As of Snapshot Date)	Time Inside Regular Classroom ages 5-21			In Separate Settings ages 5-21			Total
	80% or more	40% to 79%	Less than 40%	Separate School	Residential Facility	Home Placement by CSE	
Autism	11	3	9	2	1		26
Emotional Disability	2		1				3
Learning Disability	65	21	6				92
Intellectual Disability		1	3				4
Deafness							0
Hearing Impairment	1						1
Speech or Language Impairment	30	3	6				39
Visual Impairment (Includes Blindness)	1						1
Orthopedic Impairment							0
Other Health Impairment	67	6	5				78
Multiple Disabilities			5	1	1	1	8
Deaf-Blindness							0
Traumatic Brain Injury							
<b>Total (Lines 1-13)</b>	<b>177</b>	<b>34</b>	<b>35</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>252</b>

Number of Students with Disabilities, Ages 4-5, who receive school-age special education and related services by disability

Educational Environment	Speech or Language Impairment	Total
Attending a regular early childhood program for 10 or more hours a week and receiving the majority of hours of special education and related services in some other location. Or, 4-year-old attending Kindergarten for 10 or more hours a week and receiving the majority of hours of special education and related services in some other location. Does not include students age 5 attending Kindergarten.	1	1

Number of pre-school students to be served by age and setting:

Educational Environment	Age 3	Age 4	Total October 6, 2021
Attending a regular early childhood program for 10 or more hours a week and receiving the majority of hours of special education and related services in the regular early childhood program	1	4	5
Separate Class	2	0	2
Home	0	2	2
<b>Total</b>	<b>3</b>	<b>6</b>	<b>9</b>

## **Allocation of Appropriate Space**

The Board of Education recognizes its responsibility to ensure that appropriate space is available for special programs and services provided to meet the needs of students and preschool students with disabilities both within its own facilities, and in programs provided by the board of cooperative educational services (BOCES) and attended by district residents; and serving students with disabilities in settings with non-disabled peers, as well. The district will address such space allocation needs as part of its annual budget cycle, during the annual or any more frequent re-evaluation of its long-range educational facilities plan, and as part of the District's Special Education Services Plan. Through the Superintendent, the district also will share with the BOCES District Superintendent information relevant for the BOCES to determine the regional space needs for serving the district's resident students and preschool students with disabilities. As part of the process for ensuring the allocation of appropriate space for special education programs and services and serving students with disabilities in settings with non-disabled peers, the Superintendent, in consultation with appropriate school personnel will, periodically gather information regarding the number of students and preschool students with disabilities presently participating and anticipated to continue to participate in the district's special education programs and services, the type of programming they presently receive and may receive in the future, as well as the setting in which those services are and/or will be provided.

## **Accessible Instructional Materials**

If the CSE determines that a student needs his or her instructional materials in an alternative format, the IEP will specify the accommodations for the individual student and any related instruction and/or assistive technology devices needed for the student to access the alternative format materials.

Alternative format is any medium or format for the presentation of instructional materials, other than traditional print textbooks, that is needed as an accommodation for a disabled student enrolled in the school district including; Braille, large print, open and closed caption audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

Instructional materials provided in electronic files offer flexible options for a student with a disability to access the curriculum when the files are used with a variety of technology and tools such as computer screens using highlighted and enlarged text, screen readers or Braille printers. Students have access to appropriate software and hardware in order to provide these materials in an alternative format. This may include, but not be limited to, computers, printers, scanners, alternative keyboards, Braille note takers, voice recorders, text to speech, speaking browsers, screen magnification devices, scan and read, and Braille translation. The district also has access to appropriate agencies and resource centers to assist in the conversion of materials into Braille format.

All students in grades 4-12 are provided with a personal Macbook computer to access instructional materials. Students with disabilities may have additional applications or programs to address individual needs/accommodations. The District utilizes programs such as Bookshare and Read&Write to provide accessibility to instructional materials. At the elementary level all students have access to iPads. Students with disabilities may have an individual device to address individual needs and/or augmentative communication. The District employs a Local Assistive Technology Specialist to assess the assistive technology needs of students, and provide professional development and training to students, staff and families.

Braille and large-type booklets will be obtained from the State Education Department for the Elementary and Intermediate State assessments and each Regents and Regents Competency Examination. The Braille and large-type test booklets requested will be included in the regular shipment to the school. These tests will be ordered at the same time that tests are ordered for non-disabled students.

**Budget to Support the District Plan for Special Education**

The approved budget to support the district plan for the 2022-23 school year is \$5,790,364.78

**Availability of Copies of the District Plan for Special Education**

The District Plan for Special Education is on file in the Office of the Superintendent of Schools and the Office of Pupil Personnel Services for public inspection and review by the commissioner. Requests for copies should be made to the District Clerk.

**Memorandum of Salaries and Benefits  
Teaching Assistants**

(2022/23 through 2024/25)

The following provisions are to reflect the salaries and benefits to accrue to teaching assistants during the subject four years. This memorandum is not to be construed as a *contract of employment*; rather this memorandum provides for the salaries and benefits to be provided to those teaching assistants hired as of the 2020/21 school year and during the term of their actual employment as probationary employees.

**Duties:** A teaching assistant provides, under the general supervision of a licensed or certified teacher, direct instructional services to students, such as working with individual students or groups, assisting students in the use of instructional resources, assisting with the development of instructional materials, assisting in related instructional work, and other duties as assigned by the principal.

<b>Salary:</b>	2022/23	\$27,154
	2023/24	\$27,833
	2024/25	\$28,529

**Work Year:** 182 instructional and conference days plus a maximum of two orientation days prior to the commencement of the school year in accordance with the annual calendar approved by the Board of Education.

**Work Day:** 7 hours and 15 minutes per day. Teaching assistants will be provided with one lunch period and one preparatory period per day.

**Health Insurance:** Teaching assistants will be provided with the same medical insurance afforded to full-time teacher aides. Teaching assistants will contribute 17.5% of the cost of the health insurance premium for individual or family coverage. Teaching assistants shall have the option of receiving a monetary payment in lieu of enrolling in the District’s health insurance plan (subject to proof of health insurance coverage from another source). The payment shall be \$3,500 for individual coverage or \$7,000 for family coverage. Dental insurance will be provided in accordance with the coverage terms of the District’s self-insurance program.

Sick Leave: 10 sick days annually, which may be accumulated to a total of 180 days. Upon retirement through the NYS Teachers' Retirement System, teaching assistants with twenty (20) years of service to the Westhampton Beach UFSD shall be entitled to a payment equivalent to 50% of their accumulated days (based on a maximum accumulation of 180 days). Payment is to be based on the teaching assistant's final year per diem rate of pay.

Personal Days: 3 personal days annually. Unused personal days are to be accumulated as sick days.

Bereavement Bereavement leave of up to five days will be provided in the case of the death of an immediate family member. For the purposes of this provision, immediate family member is defined as: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, and grandchild.

This memorandum reflects the full and complete recitation of salaries and benefits to be provided to teaching assistants.

Dated this \_\_\_\_\_ day of November 2022

Acknowledged by:

\_\_\_\_\_  
Carolyn E. Probst  
Superintendent of Schools

\_\_\_\_\_  
Kristine Caronna DelGuidice  
Teaching Assistant



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

SCHEDULE - A (Certified Staff)

SCHEDULE - B (Civil Service)

SCHEDULE - C (Co-Curricular Appointments)

**November 7, 2022**

**A - CERTIFIED STAFF**

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

1. Appointment

NAME	POSITION	CERTIFICATION	BUILDING	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
Jenny Price (Replacing Karen Petrowski)	Teaching Assistant	Childhood Education (Grades 1-6)	Middle School	\$25,000 (prorated)	11/08/2022	11/07/2026

2. Temporary Employment

NAME	POSITION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT
Katherine Carr	District Social Worker Leave Replacement	High School	Step 1D, MA	\$60,651 (prorated)	12/09/2022 - 03/31/2023
Diana Galovic	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Rosalie Gilhauley	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Lauren Gomez	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Heidi Kalmus	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Michelle Maines	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Kimberly Mercready	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Thomas O'Leary	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
AnnMarie Steiner	ENL Support Staff	Elementary School	---	\$49.60/hour	11/2022 - 06/2023
Alyssa Bertolino	ENL Support Staff - Substitute	Elementary School	---	\$49.60/hour	11/2022 - 06/2023

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

NAME	POSITION	EFFECTIVE DATE	REASON
Katherine Carr	0.6 FTE District Social Worker	12/09/22 - 03/31/2023	Requesting Leave from PT Position

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:

NAME	POSITION	RATE OF PAY
Katherine Sheehan	Per Diem Substitute	\$125/day

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

<b>NAME</b>	<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Katherine Cordova	ES-MS Monitor	11/18/2022	Resignation
Rachel Garafano	ES Teacher Aide	11/04/2022	Resignation
Debrah Wood	Switchboard Operator	12/09/2022	Resignation
Kim Kametler	HS Teacher Aide	11/29/2022	Retirement

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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 Volunteer Winter Coaching Staff**

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<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>
Annmarie McAuley	High School	Track - Varsity Girls
Connor Miller	High School	Wrestling - JV/Varsity

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

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

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<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>	<b>SALARY</b>
Connor Davis	High School	Basketball - Varsity Boys	\$8,578.00
Shaki Edwards	High School	Basketball - JV Boys	\$6,111.94
Kathleen Peters	High School	Basketball - Varsity Girls	\$8,836.94
Jeffrey Doroski	High School	Basketball - JV Girls	\$6,111.94
Kaidie Floridia	High School	Basketball Cheer - Varsity	\$4,751.28
Peter DeTore	High School	Wrestling - Varsity	\$8,319.05
Andrew Petroulias	High School	Wrestling - JV	\$6,111.94
John Broich	High School	Track - Varsity Girls	\$6,064.47
Meghan Yakaboski	High School	Track - Varsity Assistant Girls	\$5,251.81
Joseph Mensch	High School	Track - Varsity Boys	\$5,721.00
Erika Habersaat	High School	Track - Varsity Assistant Boys	\$5,410.35
Ronald Gholson	Middle School	Basketball - MS Green Boys	\$4,141.60
Sewdutt Harpaul	Middle School	Basketball - MS White Boys	\$4,257.81
Jenny Price	Middle School	Volleyball - MS White Girls	\$4,141.60
Kyle Allen-Morabito	Middle School	Volleyball - MS Green Girls	\$4,141.60
Jenny Price	Middle School	Basketball - MS White Girls	\$4,141.60
TBD	Middle School	Basketball - MS Green Girls	TBD
Joshua Tuttle	Middle School	Volleyball - MS Green Boys	\$4,257.81
Randall Lein	Middle School	Volleyball - MS White Boys	\$4,374.09
TBD	Middle School	Wrestling	TBD

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



# WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

340 MILL ROAD, WESTHAMPTON BEACH, NEW YORK 11978

(631) 288-3800 FAX: (631) 288-6509

William A. Fisher  
*Assistant Superintendent for Personnel and Instruction*

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


TO: Carolyn Probst  
FROM: William Fisher   
DATE: October 21, 2022  
RE: Appointment/Volunteer Coaching Recommendations

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Attached is a memorandum from Jason Cohen with volunteer coaching recommendations for the 2022-2023 winter sport season.

WF/lh

# MEMO

TO: William Fisher, Assistant Superintendent for Personnel & Instruction  
FROM: Jason Cohen, Director of Health, Physical Education & Athletics   
DATE: October 17, 2022  
SUBJECT: 2022-23 Winter Sport Volunteer Coaches

\*\*\*\*\*

Please accept my recommendation for the candidates listed below as volunteer coaches for the 2022-2023 winter sport season for Board approval. All candidates have been previously board approved and paperwork is on file.

Should you have any questions, please do not hesitate to contact me. Thank you.

Varsity Girls Winter Track  
Annmarie McAuley

JV/V Wrestling  
Connor Miller - previously board approved, WHB Coach

/gn

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 4  
(Re-post)

**VACANCY**

**Part-Time School Nurse (RN)**  
(3.5 hrs/day)

Please apply by November 16, 2022 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District

November 1, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 9  
(Re-Post)

**IMMEDIATE VACANCY**

**0.6 FTE HS Special Education Teacher**  
(10 a.m. - 2 p.m.)

- Providing instruction to an individual high school age student.
- Experience supporting students with intellectual disabilities preferred.

Please apply immediately to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District

October 31, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 14

**VACANCY**

**After School We Care Program**

**We Care Staff**

3:30 - 5:30 PM, Monday - Friday

\$15.00/hr

Please apply immediately to:

Sandora Mazzella  
We Care Director  
Westhampton Beach School District  
631-288-3800

October 14, 2022



**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 15

**VACANCIES**

**(2) SCHOOL MONITORS**

(Monday - Friday, 3.5 hours per day)

Apply by October 28, 2022 to:

William Fisher  
Assistant Superintendent for Personnel & Instruction  
Westhampton Beach School District  
631-288-3800

October 14, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 16

**ANTICIPATED VACANCY**

**School Social Worker Leave Replacement**

December 9, 2022 - March 31, 2023

Please apply by November 7, 2022 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach UFSD  
631-288-3800

October 24, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 17

**VACANCY**

Elementary School Teacher Aide

Please apply by November 8, 2022 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District

October 25, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 18

**VACANCY**

High School Teacher Aide

Please apply by November 9, 2022 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District

October 26, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 – 19

**VACANCY**

Special Education Teacher for After School Home Instruction  
Compensation at the hourly professional rate of pay (\$49.60/hour)

Please apply immediately to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District

October 26, 2022

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT  
340 MILL ROAD  
WESTHAMPTON BEACH, NY 11978  
631-288-3800**

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Bulletin No. 22/23 –20

**VACANCY**

**0.6 FTE School Social Worker Leave Replacement**  
December 9, 2022 - March 31, 2023

Please apply by November 16, 2022 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach UFSD  
631-288-3800

November 1, 2022

## PURCHASING

The Board of Education views purchasing as serving the educational program by providing necessary supplies, equipment and related services. Purchasing will be centralized in the business office under the general supervision of the Purchasing Agent designated by the Board. ~~Kathleen O'Hara, The~~ Assistant Superintendent for Business, shall be designated as the Purchasing Agent. ~~Michael Radday, and the~~ Superintendent of Schools, will be designated as the Alternate Purchasing Agent.

It is the goal of the Board to purchase competitively, without prejudice or favoritism, and to seek the maximum educational value for every dollar expended. Competitive bids or quotations shall be solicited in connection with purchases pursuant to law. The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Purchases of the same commodity cannot be artificially divided for the purpose of avoiding the threshold. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

The district's purchasing activity will strive to meet the following objectives:

1. to effectively supply all administrative units in the school system with needed materials, supplies, and contracted services;
2. to obtain materials, supplies and contracted services at the lowest prices possible consistent with the quality and standards needed as determined by the Purchasing Agent in conformance with state law and regulation and in cooperation with the requisitioning authority. The educational and physical welfare of the students is the foremost consideration in making any purchase;
3. to ensure that all purchases fall within the framework of budgetary limitations and that they are consistent with the educational goals and programs of the district;
4. to maintain an appropriate and comprehensive accounting and reporting system to record and document all purchasing transactions; and
5. to ensure, through the use of proper internal controls, that loss and/or diversion of district property is prevented.

Opportunities shall be provided to all responsible suppliers to do business with the school district. Suppliers whose place of business is situated within the district may be given preferential consideration only when bids or quotations on an item or service are identical as to price, quality and other factors. Where permitted by law, purchases will be made through available cooperative BOCES bids, or by “piggybacking” onto contracts of the United States or agencies thereof or the federal General Services Administration (GSA), the New York State Office of General Services (OGS), departments or agencies of New York State, any New York State county, or any state or any county or political subdivision or district therein, whenever such purchases are in the best interests of the district or will result in cost savings to the district. In addition, the district will make purchases from correctional institutions and severely disabled persons through charitable or non-profit-making agencies, as provided by law.

In accordance with law, the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats. The term “alternative format” shall mean any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as an accommodation for a disabled student enrolled in the district (or program of a BOCES), including but not limited to Braille, large print, open and closed captioned, audio, or an electronic file in a format compatible with alternative format conversion software that is appropriate to meet the needs of the individual student.

The Board is also aware of the need to reduce exposure of students and staff to potentially harmful chemicals and substances used in cleaning and maintenance. In accordance with law, regulation and guidelines set forth by the Office of General Services (OGS), the district will purchase and utilize environmentally sensitive cleaning and maintenance products in its facilities whenever feasible. Cleansers purchased must, first and foremost, be effective so that the district may continue to purchase non-green products as necessary. Environmentally sensitive cleaning and maintenance products will be procured in accordance with standard purchasing procedures as outlined in this policy and regulation.

In order to ensure that the district avails itself of advantageous purchasing opportunities, the Board authorizes the Purchasing Agent to represent the district in applying for federal programs designed to discount prices for goods and services. Specifically, the Purchasing Agent will abide by the rules and regulations associated with applying for telecommunications service discounts through the Universal Service Fund (E-Rate), in addition to complying with the local purchasing policies set forth by the Board. As with all purchasing activity, appropriate documentation of the application and purchase through any federal program will be maintained by the business office.



### Competitive Bidding

Purchase contracts and public works contracts subject to competitive bidding will be awarded to the lowest responsible bidder, however, the Board authorizes that purchase contracts may be awarded on the basis of best value, as defined in State Finance Law §163.

In addition, the Board authorizes the receipt of sealed bids for purchase contracts in electronic format, pursuant to the provisions of General Municipal Law §103(1) which addresses proper documentation, authentication, security, and confidentiality of electronic bids.

The district shall comply with the requirements of General Municipal Law §103-g, which prohibits, with few exceptions, competitive bidding contracts with entities that invest significantly in the Iranian energy sector, as outlined in the accompanying regulation.

Competitive bidding, even if the dollar value of the purchase meets the threshold established above, is not required in the following circumstances:

1. emergencies where time is a crucial factor;
2. procurements for which there is no possibility of competition (sole source items); or
3. professional services that require special skill or training ~~(see policy 6741 for guidance on purchasing professional services).~~
4. purchases such as surplus or second-hand items from governmental entities, certain food and milk items, or goods and services from municipal hospitals; or
5. where the District is purchasing through (or is “piggybacking” onto) the contract of another governmental entity.

### Purchasing when Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies, in the best interests of the taxpayers, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud and corruption.

Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, except as permitted by state law for procurements:

1. under a county contract;
2. under a state contract;
3. under a federal contract;
4. under a contract of another political subdivision;
5. of articles manufactured in state correctional institutions; or
6. from agencies for the blind and severely disabled.

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

### General Purchasing Provisions

The Superintendent of Schools, with the assistance of the Purchasing Agent, shall be responsible for the establishment and implementation of the procedures and standard forms for use in all purchasing and related activities in the district. Such procedures shall comply with all applicable laws and regulations of the state and the Commissioner of Education.

No Board member, officer or employee of the school district shall have an interest in any contract entered into by the Board or the district, as provided in Article 18 of the General Municipal Law.

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's policies regarding purchasing and from time to time thereafter. The policies must then be adopted by Board resolution. All district policies regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's policies regarding procurement will not be grounds to void action taken nor give rise to a cause of action against the district or any officer or employee of the district.

Cross-ref: 6710, Purchasing Authority  
6741, Contracting for Professional Services

Ref: Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195)  
Education Law §§305(14); 409-i; 1604(29-a); 1709(4-a)(9)(14)(22); 2503(7-a); 2554(7-a)  
General Municipal Law §§102; 103; 103-g; 104; 104-b; 109-a; 800 et seq.  
State Finance Law §§97-g(3), (4), (5); 163; 163-b; 165-a  
County Law §408-a(2)  
8 NYCRR Part 114

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## PURCHASING REGULATION

The following sets forth the procedures for the procurement of goods and services by the district:

### I. Definitions

Best value: optimizing quality, cost and efficiency. The basis for best value shall reflect, whenever possible, objective and quantifiable analysis, and may also take into consideration small businesses or certified minority- or women-owned businesses as defined in State Finance Law §163.

Purchase Contract: a contract involving the acquisition of commodities, materials, supplies or equipment

Public Work Contract: a contract involving services, labor or construction

### II. General Municipal Law

The General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure exceeding \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. Similar procurements to be made in a fiscal year will be grouped together for the purpose of determining whether a particular item must be bid.

### III. Competitive Bidding Required

#### A. Method of Determining Whether Procurement is Subject to Competitive Bidding

1. The district will first determine if the proposed procurement is a purchase contract or a contract for public work.
2. If the procurement is either a purchase contract or a contract for public work, the district will then determine whether the amount of the procurement is above the applicable monetary threshold as set forth above.
3. The district will also determine whether any exceptions to the competitive bidding requirements (as set forth below) exist.

4. All advertised bids shall include the following statement required by General Municipal Law 103-g: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.”

B. Contract Combining Professional Services and Purchase

In the event that a contract combines the provision of professional services and a purchase, the district, in determining the appropriate monetary threshold criteria to apply to the contract, will determine whether the professional service or the purchase is the predominant part of the transaction.

C. Opening and Recording Bids; Awarding Contracts

The Purchasing Agent will be authorized to open and record bids. Contracts will be awarded to the lowest responsible bidder or a purchase contract bid of best value (as recommended by the Purchasing Agent), who has furnished the required security after responding to an advertisement for sealed bids.

In order to be considered a responsible bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector. Such statement may be submitted electronically pursuant to General Municipal Law §103(1).

Entities that cannot make this certification may only be awarded the bid if:

1. The entity’s investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The district makes a determination, in writing, that the goods or services are necessary for the district to perform its functions and that, absent such an exemption, the district would be unable to obtain the goods or services for which the contract is offered.

D. Documentation of Competitive Bids

The district will maintain proper written documentation which will set forth the method in which it determined whether the procurement is a purchase or a public work contract.

E. Purchase of Instructional Materials

In accordance with Education Law the district shall give a preference in the purchase of instructional materials to vendors who agree to provide materials in alternative formats (i.e., any medium or format for the presentation of instructional materials, other than a traditional print textbook, that is needed as a accommodation for a disabled student enrolled in the district, including but not limited to Braille, large print, open and closed captioned, audio or an electronic file in an approved format.)

The district will establish and follow a plan to ensure that every student with a disability who needs his or her instructional materials in an alternative format will receive those materials at the same time that they are available to non-disabled students.

F. Leases of Personal Property

In addition to the above-mentioned competitive bidding requirements, section 1725 of the Education Law requires that the district will be subject to competitive bidding requirements for purchase contracts when it enters into a lease of personal property. Documentation: The district will maintain written documentation such as quotes, cost-benefit analysis of leasing versus purchasing, etc.

G. Environmentally-Sensitive Cleaning and Maintenance Products

The district will purchase and utilize environmentally sensitive cleaning and maintenance products whenever feasible. The purchasing agent will consult with the Green Guidelines provided by the Office of General Services.

Any legal issues regarding the applicability of competitive bidding requirements will be presented to the school attorney for review.

IV. Exceptions to Competitive Bidding Requirements

The district will not be subject to competitive bidding requirements when the Board of Education, in its discretion, determines that one of the following situations exists:

1. emergency situations where:
  - a. the situation arises out of an accident or unforeseen occurrence or condition;
  - b. a district building, property, or the life, health, or safety of an individual on district property is affected; or
  - c. the situation requires immediate action which cannot await competitive bidding.

However, when the Board passes a resolution that an emergency situation exists, the district will make purchases at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practicable under the circumstances.

Documentation: The district will maintain records of verbal (or written) quotes, as appropriate;

2. when the district purchases surplus or second-hand supplies, materials or equipment from the federal or state governments or from any other political subdivision or public benefit corporation within the state.

Documentation: The district will maintain market price comparisons (verbal or written quotes) and the name of the government entity;

3. when the Board separately purchases eggs, livestock, fish and dairy products (other than milk), juice, grains and species of fresh fruits and vegetables directly from New York State producers or growers or associations of producers and growers, subject to the requirements of General Municipal Law §103 (9) and Commissioner's Regulations §114.3.

Documentation: The district will maintain documentation consistent with sections 114.3 of the Regulations of the Commissioner of Education;

4. when the Board separately purchases milk directly from licensed milk processors employing less than forty (40) people. The amount expended in any fiscal year by the district may not exceed an amount equal to twenty-five cents multiplied by the number of days in the school year multiplied by the total enrollment of the district or exceed the current market price.

Documentation: The district will maintain documentation consistent with section 114.4 of the Regulations of the Commissioner of Education;

5. when the district purchases goods, supplies and services from municipal hospitals under joint contracts and arrangements entered into pursuant to section 2803-a of the Public Health Law.

Documentation: The district will maintain the legal authorization, Board authorization and market price comparisons; or

6. when there is only one possible source from which to procure goods or services required in the public interest.

Documentation: The district will maintain written documentation of the unique benefits of the item or service purchased as compared to other items or services available in the marketplace; that no other item or service provides substantially equivalent or similar benefits; and that, considering the benefits received, the cost of the item or service is reasonable, when compared to conventional methods. In addition, the documentation will provide that there is no possibility of competition for the procurement of the goods.

7. when the district purchases professional services that require special skill or training, such as but not limited to, audit, medical, legal or insurance services, or property appraisals.

Documentation: The district will keep proper documentation ~~in accordance with policy 6741.~~

8. when the district purchases through the contracts of (or “piggybacks” onto) other governmental entities, as authorized by law, for certain goods and services permitted by law. Factors relevant to the decision to “piggyback” may include cost, staff time, delivery arrangements, quality of goods and services, and suitability of such goods and services to the district’s needs.

Documentation: The district will keep documentation indicating why “piggybacking” is in the best interests of the district, and that the originating contract was let in a manner consistent with applicable competitive bidding requirements.

V. Quotes When Competitive Bidding Not Required

Goods and services which are not required by law to be procured by the district through competitive bidding will be procured in a manner so as to ensure the prudent and economical use of public monies in the best interests of the taxpayers. Alternative proposals or quotations will be secured by requests for proposals, written or verbal quotations or any other appropriate method of procurement, as set forth below.

A. Methods of Documentation

1. Verbal Quotations: the telephone log or other record will set forth, at a minimum, the date, item or service desired, price quoted, name of vendor, name of vendor's representative;
2. Written Quotations: vendors will provide, at a minimum, the date, description of the item or details of service to be provided, price quoted, name of contact. For example, with regard to insurance, the district will maintain documentation that will include bid advertisements, specifications and the awarding resolution. Alternatively, written or verbal quotation forms will serve as documentation if formal bidding is not required.
3. Requests for Proposals: the district will utilize RFP's to engage professional services providers ~~in accordance with policy 6741~~.

B. Purchases/Public Work: Methods of Competition to be Used for Non-Bid Procurements; Documentation to be Maintained

The district will require the following methods of competition be used and sources of documentation maintained when soliciting non-bid procurements in the most cost-effective manner possible:

1. Purchase Contracts up to \$20,000
  - a. Contracts from \$0 to \$2,500: Although no price quotes are required, efforts will be made to procure the lowest price possible.
  - b. Contracts from \$2,501 to \$5,000: 3 Verbal quotes  
Documentation will include notations of 3 verbal quotes.
  - c. Contracts from \$5,001 to \$19,999: 3 Written quotes
2. Public Work Contracts up to \$35,000
  - a. Contracts from \$0 to \$2,500: Although no price quotes are required, efforts will be made to procure the lowest price possible.
  - b. Contracts from \$2,501 to \$5,000: 3 Verbal quotes  
Documentation will include notations of 3 verbal quotes.
  - c. Contracts from \$5,001 to \$34,999: 3 Written quotes
3. Emergencies: Verbal quotes  
Documentation will include notations of verbal quotes.



4. Insurance: Written quotes  
Documentation will include bid advertisements, specifications and the awarding resolution. Alternatively, written or verbal quotation forms will serve as documentation if formal bidding is not required. "Requests for Proposals" (RFPs), documented in the same manner as described herein, may also be used.
5. Professional Services:
  - a. Confidential services (such as, but not limited to, legal services, school physician, CSE services), no RFP required.
  - b. Non-confidential services, RFP required. Documentation will include written proposals.
6. Leases of Personal Property: Written quotes  
Documentation will include written quotes, cost-benefit analysis of leasing versus purchasing, etc. The district will note that the contract is a true lease and not an installment purchase contract.
7. Second Hand Equipment from Other Governments: Written quotes  
Documentation will include market price comparisons (verbal or written quotes) and the name of the government.
8. Sole Source: Written or verbal quotes  
Documentation will include, among other things, the unique benefits of the patented item as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods. Notations of verbal quotes will be maintained by the district. In addition, the district will document that there is no possibility of competition for the procurement of the goods.

#### VI. Quotes Not Required When Competitive Bidding Not Required

The district will not be required to secure alternative proposals or quotations for those procurements as permitted by state law:

1. under a county contract;
2. under a state contract;
3. under a federal contract;
4. under a contract of another political subdivision;
5. of articles manufactured in state correctional institutions; or
6. from agencies for the blind and severely disabled.

#### VII. Procurements from Other than the "Lowest Responsible Dollar Offeror"

The district will provide justification and documentation of any contract awarded to an offeror other than the lowest responsible dollar offeror, setting forth the reasons why such award is in the best interests of the district and otherwise furthers the purposes of section 104-b of the General Municipal Law.

## VIII. Internal Control

The Board authorizes the Superintendent of Schools, with the assistance of the Purchasing Agent, to establish and maintain an internal control structure to ensure, to the best of their ability, that the district's assets will be safeguarded against loss from unauthorized use or disposition, that transactions will be executed in accordance with the law and district policies and regulations, and recorded properly in the financial records of the district.

Comments will be solicited from those administrators involved in the procurement process before enactment of the district's regulations regarding purchasing and from time to time thereafter. The regulations must then be adopted by Board resolution. All district regulations regarding the procurement processes will be reviewed by the Board at least annually.

The unintentional failure to fully comply with the provisions of section 104-b of the General Municipal Law or the district's regulations regarding procurement will not be grounds to void action taken or give rise to a cause of action against the district or any officer or employee of the district.

## IX. Contracts for Services

The Board of Education delegates authority to the Superintendent of Schools to approve any contractual services as outlined below with the understanding that the approval will be reported to the Board at the next possible Board meeting. This delegation would include giving the Purchasing Agent or the Alternate Purchasing Agent the authority to sign any contract necessary on behalf of the Board.

1. All contracts subject to Purchasing Regulation 6700-R below \$5,000:
  - a) The service or work should be awarded, in accordance with Purchasing Regulation 6700-R on a competitive basis.
  - b) Purchase Order, supported by the necessary documentation, will be the basis for authorizing the service to be provided.
  - c) The purchase order must describe on its face or as an attachment:
    1. The service to be provided in sufficient detail as to allow a reasonable and prudent individual to understand the nature of the service being purchased and the associated costs.
    2. Any special obligations of the contractor or the School District.
    3. Address the need for an Insurance Certificate
  - d) Obtained in a fashion to guard against favoritism, improvidence, extravagance, fraud and corruption.
  - e) The Superintendent shall notify the Board of Education of the contracts entered into under this section on a timely basis.

## 6700-R

2. All contracts subject to Purchasing Regulation 6700-R that are equal to or greater than \$5,000:
  - a) The service or work should be awarded, in accordance with Purchasing Regulation 6700-R on a competitive basis either by formal written quotes, a more detailed RFP process, or a formal bid if the total cost will exceed the limits as established by General Municipal Law, Section 103.
  - b) Should be supported by a formal contract with the Company or individual
  - c) The contract should describe the service to be provided in sufficient detail so that the duties and obligations of the company/individual and those of the school district are clearly and fully understood. Where the service includes labor and materials, if possible, a breakdown should be provided.
  - d) The contract should be presented to the Board of Education for approval and signature of the Board President, unless such authority is delegated by the Board as outlined above, prior to the work or service beginning and include at a minimum:
    1. Scope of Services
    2. Payment Terms
    3. Certifications, Licenses, Insurances
    4. Indemnification
    5. Termination of contract
    6. Assignment of contract
    7. Amendments
    8. Authorized signatures
  - e) A Purchase Order should be prepared in accordance with established procedures. A copy of the contract/and or Board Approval resolution should accompany any payment being made to the contractor.
  - f) The Board recognizes that there may be extraordinary circumstances where contracts necessary for the safe operation of the District must be executed prior to regular meetings of the Board. In these instances, the Board authorizes the Superintendent to enter into contracts at or greater than \$5,000 and present them to the Board for action at the next scheduled Board Meeting.
  
3. All contracts subject to Purchasing Regulation 6700-R Services which will result in direct personal services to students. (i.e., occupational therapy, physical therapy, mental health evaluations).
  - a) The service or work should be obtained in accordance with Purchasing Regulation 6700-R on a competitive basis (Except Tuition Contracts) either by formal written quotes or a more detailed RFP process, depending on the nature of the service being purchased and the professional judgment of the Purchasing Agent.
  - b) Obtained in a fashion to guard against favoritism, improvidence, extravagance, fraud and corruption.
  - c) Supported by a formal contract with the Company or Individual

- d) The contract should be presented to the Board of Education for approval and signature of the Board President, unless such authority is delegated by the Board as outlined above, prior to the work or service beginning and include at a minimum:
1. Cost basis
  2. Payment Terms
  3. Scope of Services
  4. Certifications, Licenses, Insurances
  5. Indemnification
  6. Termination of contract
  7. Assignment of contract
  8. Amendments

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## COMPLAINTS ABOUT POLICIES

Complaints about Board of Education policies should be directed to the Superintendent of Schools.

The Superintendent shall review any complaint and conduct whatever study or investigation he/she deems appropriate. The Superintendent shall then submit the complaint and his/her recommendation to the Board Policy Committee. ~~The Board shall then review the policy, amend or repeal the policy, if appropriate, and notify the complainant of the action taken.~~ The Policy Committee shall then review the policy, and, if appropriate, recommend changes for the Board's review.

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