

Westhampton Beach

Home of the Hurricanes  School District

AGENDA

TYPE: Board Meeting

DATE: 2/6/2023 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

1. Call to Order Info

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

1. HS Presentation - Science Research Program 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 January 23, 2023 Board of Education meeting Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 1/9, 1/24 and 1/25. Action

7. FINANCIALS

8. SUPERINTENDENT'S REPORT

1. Adoption of the 2023-2024 school calendar Action
2. Resolution authorizing the execution of an agreement with John A. Grillo Architect relating to the 2022 bond referendum project Action
3. Resolution authorizing the execution of an agreement with TruView BSI for investigative services Action

9. PERSONNEL

1. Request for Childcare Leave of Absence/0.6 FTE District Social Worker Action
2. Amended Appointment/0.8 FTE Special Education Teacher, 0.2 FTE Permanent Substitute Action
3. FMLA Extension/Office Assistant Action
4. Appointment/Substitutes Action

10. REPORTS

1. Postings Info

11. OLD BUSINESS

12. NEW BUSINESS

1. Budget Presentation - High School Info
2. Budget Presentation - Middle School Info
3. Budget Presentation - Elementary School Info

- 4. Board Policy 4327 (Homebound Instruction) Action
- 5. Board Policy 9645 (Disclosure of Wrongful Conduct) Action

13. EXECUTIVE SESSION

14. ADJOURNMENT

January 23, 2023

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the Middle School Library on January 23, 2023.

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

Absent: Ms. Joyce Donneson

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; William Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; Charisse Miller, Middle School Principal; and approximately 16 students, staff and community members.

The meeting was called to order by Ms. Suzanne Mensch, President, at 7:00 p.m.

The pledge was conducted.

EDUCATIONAL PRESENTATION

Ms. Miller, teachers and several students gave a presentation on the Spring Board curriculum at the Middle School.

PUBLIC PARTICIPATION

There was no public participation.

APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Arrasate, the minutes of the January 9, 2023, 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 11/7, 12/7, 12/8, 12/13, 12/14, 12/15, 12/16, 12/20, 1/5, 1/9, 1/10, 1/12, 1/13 and CPSE 1/6.

On motion of Mr. Kast, second by Mr. Stevens, 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. Stevens, second by Mr. Kast, the following reports to be and hereby are approved:

Report	Dates
Budget Status Report	Nov 30, 2022
Revenue Status Report	Nov 30, 2022
Trial Balance Report	Nov 30, 2022
Budget Transfer Report	Nov 30, 2022
Treasurers Reports	Oct – Dec 2022
Collateral Report	Nov 30, 2022
Extraclass Activities ES, MS, HS	ES, MS, HS Oct & Nov 2022
Audited and Paid Claims	Dec 2022 – Jan 2023

Vote: Yes 6 No 0

APPR HARDSHIP WAIVER APPLICATION

On motion of Ms. Wright, second by Ms. Arrasate, the following resolution authorizing the submission of an APPR Undue Burden Independent Evaluator Hardship Waiver Application, to be and hereby is adopted:

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District, upon the recommendation of the Superintendent of Schools, hereby approves the submission of an Undue Burden Independent Evaluator Hardship Waiver application to the New York State Education Department and hereby authorizes the Superintendent of Schools and the Board President to execute and submit such application on behalf of the District.

Vote: Yes 6 No 0

BUDGET TRANSFER

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

From	To	Total Transfer Amount
A9050.800.00.05	A9040.800.00.05	\$15,115.00

Vote: Yes 6 No 0

RESOLUTION / BUDGET HEARING AND VOTE DATE

On motion of Ms. Wright, second by Mr. Kast, the following resolution, to be and hereby is adopted:

BE IT RESOLVED to hold the Budget Hearing on Monday, May 8, 2023, in the High School at 7:00 p.m. and to hold the Annual Budget Vote and Board of Education Election on Tuesday, May 16, 2023, in the High School LGI Room with voting hours from 7:00 a.m. to 9:00 p.m.

Vote: Yes 6 No 0

RESOLUTION / CANVASS VOTE STAFF

On motion of Mr. Kast, second by Mr. Stevens, the following resolution, to be and hereby is adopted:

BE IT RESOLVED to authorize the District Clerk to canvass individuals to serve as Election Inspectors for the Annual Budget Vote and Board of Education Election to be held on Tuesday, May 16, 2023, during the hours of 7:00 a.m. and 9:00 p.m., and to authorize the District Clerk to fill any vacancies in these positions which may occur before such date.

Vote: Yes 6 No 0

RESOLUTION / WESTHAMPTON FREE LIBRARY

On motion of Mr. Kast, second by Ms. Wright, the following resolution, to be and hereby is adopted:

BE IT RESOLVED to place the following proposition on the May 16, 2023 ballot: to authorize the Westhampton Beach UFSD Board of Education to contract with the Trustees of the Westhampton Free Library in an amount to be determined for support and maintenance of said Library for the 2023/2024 year and that a necessary tax be levied therefor.

Vote: Yes 6 No 0

LACROSSE FIELD TRIP

On motion of Mr. Kast, second by Ms. Stevens, the field trip request from Ms. Bergmann to take the varsity girls' lacrosse players to New Canaan, CT for a college tour and game April 11 thru 13, 2023, as submitted, to be and hereby is approved.

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 Christine Harrison for a Teacher Center of the Western Hamptons class, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

LAUREN O'HEARN

On motion of Mr. Kast, second by Ms. Arrasate, the request from Lauren O'Hearn for a childcare leave of absence from her position as an ESL teacher beginning on or about June 5 through November 22, 2023, using 14 sick days followed by 11 weeks of FMLA, and returning to her position on Monday, November 27, 2023, to be and hereby is approved.

Vote: Yes 6 No 0

KATIE MCCURRY

On motion of Mr. Kast, second by Mr. Stevens, the request from Katie McCurry for a childcare leave of absence from her position a HS Art teacher beginning on or about March 10 through April 28, 2023, using no sick days, just an unpaid leave, and returning to her position on Monday, May 1, 2023, to be and hereby is approved.

Vote: Yes 6 No 0

JACLYN OLIVOTTI

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the request from Jaclyn Olivotti for a childcare leave of absence from her position a HS Guidance Counselor beginning on or about May 22 through June 23, 2023, using 23 sick days, and returning to her position on the first day of the 2023/2024 school year, to be and hereby is approved.

Vote: Yes 6 No 0

JENNIFER WAGNER

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the request from Jennifer Wagner for a medical leave of absence from her position as an ES 3rd grade teacher effective January 3 through March 10, 2023, to be and hereby is approved.

Vote: Yes 6 No 0

ALYSSA BERTOLINO

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the appointment of Alyssa Bertolino as a 3rd grade leave replacement teacher, beginning January 3, 2023 through March 10, 2023, at \$150/day, to be and hereby is approved.

Vote: Yes 6 No 0

HARRISON GRANGER

On motion of Ms. Arrasate, second by Mr. Kast, the appointment of Harrison Granger as a MS Permanent Substitute Teacher effective January 24 through June 9, 2023 at \$150/day, to be and hereby is approved.

Vote: Yes 6 No 0

ES AFTERSCHOOL INSTRUCTIONAL SUPPORT

On motion of Ms. Wright, second by Mr. Stevens, the appointment of the following staff as ES Afterschool Instructional Support for the K-5 Program at the professional rate of pay (\$49.60/hr.), to be and hereby is approved:

- Kerriane Beaver
- Dawn Belson
- Emily Dawson
- Megan Fay
- Lauren Gomez
- Tara Hudson
- Heidi Kalmus
- Jennifer Kulesa-Kast
- Lynne Marshall
- Kimberly Mercready
- Alfred Musumeci
- Dawn Perez
- Lorraine Porcelli
- Annmarie Steiner

Vote: Yes 6 No 0

COACHING APPOINTMENTS

On motion of Mr. Kast, second by Mr. Stevens, the following winter coaching appointments, to be and hereby are approved:

Sport	Level	Coach	Step	Salary
Wrestling	MS	Peter DeTore	1	\$2,761.07
Wrestling	MS	Andrew Petroulias	1	\$1,380.53

Vote: Yes 6 No 0

SUBSTITUTES

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

SUBSTITUTE CLERICAL, NURSES, AIDES, GUARDS, CUSTODIAL, MONITORS, FSW:
Cathleen Cahill – Nurse

Vote: Yes 6 No 0

FOOD SERVICE WORKER

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Rocio Argote Linares as a food service worker, effective January 24, 2023 at \$16.50/hr., to be and hereby is approved.

Vote: Yes 6 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

There was no Old Business on the agenda.

NEW BUSINESS

There was no New Business on the agenda.

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:45 PM to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to reconvene from Executive Session at 8:40 PM, to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

On motion of Mr. Stevens, second by Mr. Kast, all business being completed, Ms. Mensch declared the meeting adjourned at 8:40 PM.

Judy Iannone, District Clerk

January 23, 2023

**WESTHAMPTON BEACH SCHOOL DISTRICT
2023-2024 School Calendar**

July 2023				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August 2023				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

17 +1
 4 Labor Day
 5 Staff Conference Day
 6 First Day for Students
 25 Yom Kippur

21
 9 Columbus Day

November 2023				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2023				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

18
 10 Veteran's Day observed
 22-24 Thanksgiving Recess

16
 25-29 Winter Recess

21
 1 New Year's Day
 15 Martin Luther King Jr. Day

16
 19-23 Mid-winter Recess

March 2024				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28



20
 29 Good Friday

16
 1 Easter Monday
 22-26 Spring Recess

22
 27 Memorial Day

17
 19 Juneteenth
 26 Last Day of School

184 + 1

 = Holiday / School Closing  = Staff Conference Day

This calendar includes two emergency closing days.
 The Board of Education reserves the right to revise this calendar if emergency closings during the school year require additional teaching days.

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: January 24, 2023

Re: John A. Grillo Architect, P.C. Agreement

I respectfully request the Board of Education approve the attached agreement between Westhampton Beach UFSD and John A. Grillo Architect, P.C. for the scope of work included in the October 19, 2022 Proposed Bond Referendum.

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

THIS AGREEMENT made as of the _____ day of _____, 2022 between the Owner, West Hampton Beach Union Free School District, with offices for the transaction of business located at 340 Mill Road, West Hampton Beach, New York, 11978 and the Architect, John A. Grillo, Architect, P.C. with offices for the transaction of business located at 1213 Main Street, Port Jefferson, New York 11777.

ARTICLE 1
SCOPE OF ARCHITECT'S SERVICES

- A. The Architect shall provide all architectural and engineering services, including but not limited to structural, mechanical and electrical engineering services, required to complete the following services on behalf of the Owner. To the extent that the following consultants are, in the Architect's professional judgment, required for proper performance of the Architect's services, such consultants shall be retained by the Architect: acoustics, audio-visual, on-site civil engineering, computer networking, electrical engineering, fire protection/ life safety, landscape architecture, lighting, mechanical engineering, equipment, roofing, specifications, structural engineering, vertical transportation, athletic/stadium/arena, theater/performing arts, library, and exterior wall systems.
- B. The Project is the October 19, 2022 Proposed Bond Referendum.
- C. John A. Grillo, Architect, P.C. shall designate John M. Grillo as the Project Architect in charge of the Project.

ARTICLE 2
PRE-DESIGN SERVICES

- A. The Architect shall provide the following services prior to the commencement of design work:
 - 1. The Architect shall meet with the Superintendent of Schools and/or his representatives to discuss the Owner's needs and to review in general the types of the projects contemplated to be performed by the Owner in connection with the work to be performed as outlined in Article 1, paragraph B.
 - 2. The Architect shall visit the School District's facilities. Such visits shall be for the purpose of reviewing:
 - a. Information on building services and equipment, including an analysis of the electrical and mechanical systems of the buildings to determine if they will require upgrading or duplication to support any proposed additions and/or alterations.

- b. Review of existing planning documents for each of said facilities.
 - c. Investigation of existing conditions and to accurately and adequately assess the need for proposed projects.
 - d. Review proposed site use and improvements, selection of materials, building systems and equipment.
3. Upon its review of the information set forth in paragraphs (A)(1) through (A)(2), the Architect shall meet with central office administrators and as directed the administrators at each of the School District facilities listed in paragraph (A)(2) for the purpose of discussing their respective concerns relative to the school facility for which they are responsible.
4. The Architect shall consult with the New York State Education Department, Office of Facilities Planning to ascertain its requirements concerning proposed projects and to ascertain whether any new rules/regulations have been implemented concerning same.
5. The Architect shall research critical applicable federal, state and local statutes, rules and regulations, including but not limited to the regulations of the New York State Commissioner of Education, as they relate to the design of projects contemplated by the Owner in its program and designed by the Architect.
6. The Architect, in conjunction with the Board of Education and Superintendent of Schools, shall review the manner in which the proposed projects will be designed so as to address the Owner's needs. The Architect's analysis hereunder shall include:
 - a. Developing preliminary design responses, in floor plan only, schematic design, and site plans as necessary for each alternate course of action.
 - b. Analyzing the electrical and mechanical systems of the buildings to determine the effect any proposed additions and/or alterations may have on these systems.
 - c. Developing preliminary estimates, including construction costs, professional fees and costs for land acquisition (if applicable) for each alternate course of action proposed by the Architect in accordance with this paragraph. Said estimates shall also include an analysis of the estimated state aid reimbursement for each alternate selected.

- d. Developing preliminary timelines for the design, construction and completion of all work necessary for use and occupancy by the Owner for each of the alternate approaches proposed hereunder.
 - e. An analysis of the effect proposed projects will have on owning and operating costs currently incurred by the Owner. The Owner shall provide the Architect with current, up to date owning and operating costs for the Architect's use.
- 7. The Architect will prepare an analysis of the preliminary estimate of the cost for labor and materials necessary to perform the proposed projects.
 - 8. The Architect shall review alternate approaches to design and construction of the Project and the costs associated with such alternative approaches.
 - 9. The Architect shall provide the Owner with a preliminary schedule of the critical items to accomplish the work of the Project. Said schedule shall reflect timetables commencing from the Design Development Phase through final closeout of all prime construction contracts in connection with the program developed by the Architect and the Owner. Such schedule shall include a plan for the construction of a new major addition and major renovation to the middle school, while at the same time, allowing for the continuous operation of the educational program.
 - 10. The Architect, in conjunction with the Owner's Central Administration, shall prioritize the projects to be performed pursuant hereto, taking into account both the educational needs of the Owner, as well as the protection and safety of the Owner's facilities and the occupants thereof, as expressed to the Architect by the Owner.
 - 11. The Architect shall assist the Owner in meetings with its staff, students, parents, and community members to apprise them of the projects to be performed in connection with the Project.

ARTICLE 3
SCHEMATIC DESIGN AND DESIGN DEVELOPMENT SERVICES

A. Upon approval by the Owner of the Architect's pre-design approach to design, the Architect shall prepare Schematic Design Documents based on mutually agreed upon program schedule and budgetary requirements for the Project for approval by the Owner. Said documents shall include the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, and outline specifications which identify materials and/or systems to be used. At intervals agreeable to the Architect and the Owner, the Architect shall provide design studies and updates/refinements thereto.

B. Upon written approval of the Schematic Design Documents by the Owner, the Architect shall prepare Design Development Documents for the Owner's approval. Said documents shall include floor plans, elevations, details, section, equipment layout, and draft specifications which identify materials and/or systems to be used. At intervals agreeable to the Architect and the Owner, the Architect shall provide design studies and updates/refinements thereto. The Architect shall review the Design Development Documents with the Owner and shall report, in writing, to the Owner the nature and magnitude of any deviations between the Design Development Documents and the Owner approved Schematic Design Documents. If the Owner does not approve such deviations, the Architect shall promptly revise its Design Development Documents to comply with the Owner's requirements, unless the Owner's requirements violate federal, state and/or local laws governing the project and/or the standard of professional care used in the industry governing the project.

C. The Architect shall coordinate the information contained on the Drawings and the technical specifications to ensure that they are in conformity with one another.

D. The Owner shall approve, in writing, the Design Development Documents prior to the Architect proceeding to the Construction Documents Phase.

E. A fixed limit of Construction Cost in the amount set forth in the Capital Improvement Bond Referendum for the construction work of this Project has been established. The fixed limit of Construction Cost includes contingencies for design, contingencies for construction and allowances for bidding, price escalation and for the Owner's indirect costs, including soft costs and professional fees. The Architect will determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and shall make reasonable adjustments in the scope of the project to include in the Contract Documents, if necessary, alternate bids so that the Construction Cost complies with the fixed limit of Construction Cost.

F. The Architect shall prepare an estimate of the anticipated cost of construction at specific stages of the design of the project. The Architect will perform an estimate upon the conclusion of each the Schematic Design Phase, at the conclusion of the Design Development Phase, and at the conclusion of the Construction Documents Phase. The estimates prepared by the Architect shall be compared to the fixed limit of Construction Cost to determine the necessity and extent of adjustments to Project scope and quality, and alternates. The Owner shall cooperate with the Architect in revising the Project quality and authorizing the use of alternates.

ARTICLE 4 **CONSTRUCTION DOCUMENTS SERVICES**

A. Based on the approved design development documents, the Architect shall prepare, for approval by the Owner, construction documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. At intervals agreeable to all parties, the Architect shall provide drawings and specifications to the Owner with updates and refinements thereto.

B. The Architect shall assist the Owner in preparing and submitting all documents, applications, and other submittals as the same may be required by the New York State Education Department and any other governmental agency, state or federal, having jurisdiction over the project(s).

C. The Architect shall compile and bind the Project Manual for the Project, which shall include technical specifications for the project, bidding documents, Owner-prepared Contract and General Conditions of the Contract for Construction, prevailing wage rate schedules, form of bonds, and such other material(s) necessary to provide a complete manual for bidding and construction purposes.

D. The Architect shall include in the bidding documents information, plans and/or specifications, a requirement that all contractors provide five (5) copies of operation manuals and adequate training for the Owner in the operation of mechanical, electrical, heating, ventilating and other systems, and the site logistic documents prepared by the Owner.

E. Upon completion of a preliminary project manual, and at least three weeks' prior to letting competitive bids, the Architect shall forward to the Owner's attorney said project manual for review and revisions as to legal issues. The Architect shall incorporate into the project manual any and all revisions made by the Owner's attorney prior to letting bids for the proposed work. Upon completion of the final project manual with the attorney's revisions, the Architect shall provide the Owner's attorney with a copy of said manual for his/her use.

ARTICLE 5 BIDDING SERVICES

A. The Architect, in cooperation and consultation with the Owner, following the Owner's approval of the construction documents and of the estimate of Construction Cost completed at the Construction Documents Phase, shall assist the Owner in obtaining bids for the work contemplated by the project, including the following services:

1. provide written answers to all bidders concerning questions that are raised by any bidder, during the bid process;
2. attend pre-bid walk through;
3. prepare any addenda required for clarification purposes;
4. investigate into the bidder's qualifications to perform the Work of this Project. Said investigation shall include, but not be limited to, a documented check of the bidder's listed references and inquiry to the bidder as to references not listed. Further, when the responsibility of a bidder is in question, the Architect shall assist in the investigation of the existence of other references not listed by the bidder. In the event the Architect has concerns about a bidder's ability to perform the Work of the Project based upon its investigation, it shall immediately document such concerns to the Owner;

5. conduct pre-award conferences with successful bidders;
6. recommend the bidder(s) who are the lowest responsible and responsive bidders for award of contracts;
7. assist the Owner in preparing construction contracts and advise the Owner on the acceptability of subcontractors and material suppliers proposed by contractors; and
8. evaluate substitutions proposed by the contractor and recommend acceptance/rejection of proposed substitutions to the Owner. In the event the Owner accepts a contractor's proposed substitution, the Architect shall make subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

B. In the event that the bids exceed the fixed limit of Construction Cost, the Architect, at the direction of the Owner, shall (a) rebid the Project within a reasonable time or (b) provide such modifications in the contract documents as is necessary to bring the cost of the Project within the fixed limit of Construction Cost. The Architect shall not be entitled to additional compensation for rebid of the Project and/or modification of the contract documents.

ARTICLE 6 ARCHITECT'S CONSTRUCTION ADMINISTRATION SERVICES

A. The Architect shall provide administration of the contract for construction as set forth below and in the General Conditions of the Contract for Construction as may be modified by the Owner. The Architect shall comply with and be responsible for those responsibilities assigned to it in the General Conditions of the Contract for Construction between the Owner and the contractor(s). Said services are incorporated herein by reference.

B. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and the General Conditions of the Contract for Construction, unless the Owner consents to such authority and/or unless otherwise modified by written instrument.

C. The Architect shall visit the site once every week while work is in progress, and as often as required to resolve critical design issues in the field, to observe the site and work, to familiarize itself with the general progress and quality of the work, and to determine for the Owner's benefit and protection if the work is proceeding in accordance with the intent of the contract documents.

D. On the basis of its on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the work and it shall use reasonable care in guarding the Owner against defects and deficiencies in the work and against the contractor's failure to carry out the work in accordance with the intent of the construction documents.

E. The Architect shall be present at weekly project meetings with the contractors and the Owner's representatives to discuss issues relative to design, progress of the work, quality of the

work and timely completion of the work. Agenda for said meetings shall be developed by the Architect and shall include design issues raised by the Architect.

F. The Architect shall review and approve, reject or take other appropriate action upon the contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the design's requirements as indicated in the contract documents. The Architect's review shall not be conducted for the purposes of confirming dimensions or quantities, except to the extent that the contractor has requested, in writing, the assistance of the Architect to determine certain dimensions because those indicated in the contract documents conflict with existing field conditions or because the dimensions in the contract documents contain erroneous, inconsistent, or incomplete dimensions for which clarification is needed and can best be supplied by the Architect.

G. The Architect shall maintain a record of each submittal received from the contractor. The record shall include, at a minimum, the subject matter of the submittal, the related specification section number, the provider or supplier of the subject item, material or system, the date received, the action taken, and the date returned to the contractor.

H. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the contract documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents.

I. The Architect shall prepare drawings, specifications and other documentation and supporting data in connection with change orders and construction change directives for the Owner's approval and execution in accordance with the contract documents. The Architect may authorize minor changes in the Work not involving an adjustment in the contract sum and/or an extension of the contract time which are consistent with the intent of the contract documents.

J. The Architect shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or for safety precautions and programs in connection with the Work unless the Architect has included specifications, designs, or requirements governing the construction means, methods, techniques, sequences, or safety precautions in the contract documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Owner, the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, as set forth in subparagraph K hereof, the Architect shall report to the Owner known material deviations from the contract documents as to quality and scope of work, as well as timeliness of the contractor's performance as ascertained from the most recent construction schedule submitted by the contractor.

K. The Architect shall advise the Owner of work which does not conform to the contract documents as to quality of the work, scope of the work, or progress of the work. If the Architect observes or is aware of work which does not conform to the contract documents, it shall immediately advise the Owner. The Architect shall review those items of delay which the

Owner has advised it of and shall recommend to the Owner appropriate remedial steps to be taken to minimize the duration of said delay.

L. Whenever the Architect considers it necessary or advisable for implementation of the intent of the contract documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the contract documents, whether or not such Work is fabricated, installed or completed. Additionally, when the Architect receives a recommendation that such additional testing or inspection is required, the Architect shall require such additional inspection or testing. However, neither this authority of the Architect nor a decision made in good faith either to exercise, or not to exercise, such authority shall give rise to a duty or responsibility of the Architect to the contractor, subcontractors, material and equipment suppliers, their agents, employees or other persons performing portions of the Work.

M. Based on the Architect's observations and evaluations of the contractor's applications for payment, the Architect shall review and certify the amounts due the contractor. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluations of the Work and on the data comprising the contractor's application for payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the contract documents. The foregoing representations are subject to an evaluation of the Work for conformance with the contract documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the contract documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a certificate for payment shall further constitute a representation, to the best knowledge of the Architect, that the contractor is entitled to payment in the amount certified.

N. The Architect shall maintain a record of each contractor's application for payment, copies of which applications shall be sent to the Owner with certification of each such application by the Architect. Further, the Architect shall not certify said application for payment if it is not accompanied by the following documentation:

1. a current Sworn Statement from the contractor setting forth all subcontractors and material supplier with whom the contractor has subcontracted, the amount of such subcontract, the amount requested for any subcontractor or material supplier in the application for payment and the amount to be paid to the contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material supplier's liens from the contractor establishing receipt of payment or satisfaction of the payment requested by the contractor in the current application for payment;
2. commencing with the second (2nd) application for payment submitted by the contractor, duly executed "after the fact" waivers of mechanics' and material supplier's liens from all subcontractors, material suppliers and, when appropriate, from lower tier

subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the contractor of the current application for payment, plus sworn statements from all subcontractor(s), material supplier(s) and, where appropriate, from lower tier subcontractor(s), covering all amounts;

3. certified payroll for employees and employees of subcontractors performing work on the Project; and
4. copies of invoices submitted to the contractor by its subcontractors and/or material suppliers.

The Architect shall be responsible only for ascertaining that the documentation listed in subparagraphs 1 through 4 hereof is annexed to the contractor's application for payment. The Architect shall not be required to review said documentation for completeness or accuracy.

ARTICLE 7 ARCHITECT'S POST CONSTRUCTION SERVICES

The Architect shall provide the following services upon completion of the work:

1. preparation of punch lists for completion of the Work by contractors;
2. review of final close out paperwork submitted by the contractors and execute such documents which require the Architect's signature;
3. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
4. receive and review, approve or disapprove, as appropriate, and forward to the Owner, and the Owner's attorneys at the Owner's request, records, written warranties and related documents required by the contract documents and assembled by the contractor;
5. issue a final certificate for payment upon compliance with the requirements of the contract documents;
6. participation in observations of the Project or parts thereof near the end of the one year or other warranty period applicable thereto under the contract for construction. The Architect shall follow-up, as appropriate, with respect to the inadequate performance of materials, systems, and equipment under warranty. However, this paragraph shall not obligate the Architect to participate in such observation beyond the warranty period set forth in the contract documents, and in no event shall the Architect's services be required beyond 12 months from substantial completion of the Project by contractors; and/or

7. provide coordinated "as built drawings" (electronic), based on the actual construction as provided by the contractors as part of their contract requirements.

ARTICLE 8 ADDITIONAL SERVICES

A. The services described in this Article 8 are not included in the services set forth in Articles 2 through 7 of this Agreement. The services described hereunder shall only be provided if authorized or confirmed, in writing, by the Owner and following the Architect's recommendation and advice as to the need for these additional services. If services described in this Article are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such additional services are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such additional services is not required, the Architect shall have no obligation to provide those services.

B. The Architect's compensation for the services listed in this Article 8, if provided by the Architect, shall be invoiced by the Architect pursuant to the hourly rate schedule annexed hereto as Appendix A, together with services performed by its consultants in connection with the services listed in this Article 8.

C. The following services shall be compensated to the Architect as additional services:

1. making revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the completion by the Architect of the construction documents;
2. providing services required because of significant changes in the Project which are at variance with the Project as designed and approved by the Owner in accordance with Article 3 of this agreement, including, but not limited to, size, quality, and complexity. However, the Architect shall not be entitled to additional fees for services related to the modification of documents as set forth in Article 5, paragraph B. Furthermore, if the changes in the Project will result in an increase in the cost of construction and hence an increase in the basic service fees of the Architect, the same shall not be compensable as an additional cost to the Owner;
3. providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work as long as this damage was not the fault of the Architect.
4. providing services made necessary by the default of the contractor;
5. providing services in connection with an arbitration proceeding or legal proceeding commenced against the Owner by an entity/individual other

than the Architect, or as a witness thereto unless (1) subpoenaed by a party other than the Owner or (2) the Architect is party to said proceeding;

6. providing surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project;
7. providing services relative to future facilities, systems and equipment; and/or
8. preparing a set of reproducible record drawings or drafting analysis showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the Architect in the event the contractor fails to furnish such drawings to the Owner as required by the contract documents.

ARTICLE 9 STANDARD OF ARCHITECT'S SERVICES

A. The Architect agrees to provide professional services that reflect the standard of professional care that is customary for design professionals. The Architect shall not deviate to a lesser standard of care.

B. All drawings, specifications and other documents prepared by the Architect shall comply with all applicable laws, statutes, ordinances, codes, orders, rules and regulations in effect at the time said drawings, specifications and other documents are prepared. The Architect, however, shall not be responsible for additional construction costs incurred due to a change in such laws, statutes, ordinances, codes, orders, rule and/or regulations after the completion by the Architect of the construction documents.

C. Any errors or omissions on drawings, specifications or other documents furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner. Nothing contained herein shall preclude a claim against the Architect by the Owner for damages arising from errors or omissions drawings, specifications or any other of the contract documents furnished by the Architect. Change orders and/or construction change directives resulting from the Architect's errors or omissions shall not be subject to any additional Architect's fees. The Owner's approval, acceptance, use of or payment for all or any part of the Architect's services or of the project shall not in any way alter the Architect's obligations or the Owner's rights hereunder.

D. Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the Architect's best judgment as a design professional familiar with the construction industry.

E. With regard to the work of this contract the Architect shall (a) to the best of his abilities, identify asbestos containing materials which it encounters, (b) to the best of his abilities, notify the Owner of potential impacts of those asbestos containing materials on the project, the site, and its occupants; and (c) consult with the Owner and the Owner's designated consultant or

contractor regarding coordination of the project with asbestos abatement. The provisions of this paragraph shall not be construed to create an obligation on the part of the Architect to provide any services concerning hazardous materials other than those materials which contain asbestos and other than the services set forth in this paragraph.

F. The Architect shall design the Projects to be undertaken by the Owner to meet the educational specifications and to maximize the Owner's receipt of state aid from New York State.

ARTICLE 10 OWNER'S RESPONSIBILITIES

A. The Owner shall furnish the following documentation, if it possesses same, to the Architect to assist it in the performance of its obligations under this agreement:

1. surveys describing physical characteristics, legal limitations and utility locations for the site or the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark;
2. long range planning studies prepared on behalf of the Owner; and
3. AHERA Reports on file with the Owner.

The Architect shall be entitled to rely on the accuracy of the information provided to it by the Owner.

B. With the Architect's assistance and upon the Architect's advice that such services are necessary, the Owner shall engage appropriate entities for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the contract documents. The Architect shall request of the Owner such soil, foundation, hazardous material, and other tests, inspections, surveys and reports (collectively 'tests' in this subparagraph) as may, in the Architect's professional judgment, be appropriate in the circumstances. To the extent qualified to do so as an Architect, and as necessary, the Architect shall cooperate in the formulation of such tests. The Architect shall take into account the results of such tests in performing the Architect's services. The Architect shall include the estimated cost of testing in the proposed project cost.

C. The Owner shall furnish all legal and insurance services as may be necessary at any time for the Project, except where such services are necessitated due to a claim or suit brought against the Architect. The Architect shall include the estimated cost of Project insurance and legal fees in the proposed Project cost.

D. When the Architect determines such services are necessary as a result of existing site conditions, the Owner shall engage the services of a geotechnical engineer. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistancy tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

E. Upon payment of all sums due the Architect under this Agreement, and upon performance of all of the Owner's obligations under this Agreement, the Owner shall have the right to use the latest original drawings and specifications and the latest electronic data prepared by the Architect for the Project in accordance with its regular course of business in maintaining and using its facilities. All drawings, specifications, and all electronic data and electronic versions of such documents are the property of the Architect and its consultants, and they shall retain all rights thereto, including copyrights. The Architect shall not be deprived of the right to retain electronic data or other reproducible copies of the drawings and specifications or the right to reuse information contained in them in the normal course of the Architect's professional activities. The Architect shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such drawings and specifications. There shall be no use by the Owner of the Architect's drawings, specifications and electronic data retained by the Owner in connection with future projects, unless such use either (a) is required by law, (b) required by Court Order, or (c) authorized by the Architect. As used in this Agreement, the word "documents" includes computer disks or other methods of storing electronic data.

ARTICLE 11 PAYMENTS TO THE ARCHITECT

A. The Architect's compensation for the services outlined in Articles 2 through 7 shall be 5% of the actual "Construction Cost".

B. The term "Construction Cost" is defined as follows:

1. Construction Cost shall include the cost at current market rates of labor and materials as evidenced by the actual bids submitted to the Owner and awarded in connection with the Project. In the event bids are not awarded, "Construction Cost" shall be defined as the cost at current market rates of labor and materials to be furnished to the Owner and all elements designed by the Architect, plus a reasonable allowance for the contractor's overhead and profit.
2. Construction Cost does not include the compensation of the Architect and Architect's consultants, construction management fees, clerk of the works fees, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the Owner.

C. Progress payments for the work of the Architect as set forth in Article 2 through Article 7 shall be based upon work performed as approved by the Owner during each phase of the Architect's basic services, as follows:

Pre-Design Services: 10%
Schematic Design Services: 10%
Design Development Services: 10%
Construction Documents Services: 35%
Bidding Services: 5%
Construction Administration Services: 27%
Post- Construction Services: 3%

D. All invoices submitted pursuant to this Article 11 shall contain a detailed articulation of the services provided including the date thereof, who performed the service, the nature of the service and the time expended in hourly amounts.

E. Services performed by consultants other than those listed in Article 1 of this Agreement, or for the additional services of such consultants as set forth in Article 8 of this Agreement, on behalf of the Architect, shall be compensated to the Architect based upon the actual fee charged to the Architect by the consultant, multiplied by 1.1. The Architect shall not be entitled to any fees in excess of the percentage fee set forth in this Article 11 (A) associated with the consultants listed in Article 1, except for such consultant's services performed as part of the Architect's additional services outlined in Article 8.

F. The Architect shall be entitled to be reimbursed for the following expenses:

1. expense of reproductions, including reproduction of bid packages and plots;
2. fees paid for securing the approval of authorities having jurisdiction over the project;
3. costs for third party testing services and exploratory work; and
4. overnight mail or messenger costs.

Reimbursement for such expenses shall be made for the actual expense incurred by the Architect except the expense of reproductions set forth in sub-paragraph 1 of this paragraph G, which expenses shall be reimbursed based upon the actual expense incurred, multiplied by 1.1. Together with its invoices for payment, the Architect shall annex all invoices associated with reimbursable expenses. Records of reimbursable expenses and expenses pertaining to services performed by the Architect pursuant to this agreement shall be available for inspection and copying to the Owner or the Owner's authorized representative at mutually convenient times.

G. Payments to the Architect shall be made on a monthly basis. The Architect shall present to the Owner its statement of services rendered or expenses incurred. Upon receipt of the Architect's invoice, the Owner shall make payment to the Architect within thirty (30) days.

H. When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Article 11, paragraph D, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

ARTICLE 12
TERMINATION, SUSPENSION OR ABANDONMENT

A. The Owner may terminate this Agreement for any reason upon thirty (30) days' notice to the Architect.

B. This Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The breaching party shall have fourteen (14) days from notice of its breach to cure said breach.

C. In the event this Agreement is terminated pursuant to any of the provisions of Article 12, the Architect shall be compensated for work performed to the date of such termination in accordance with this Agreement. If such termination occurs during any such phase of work listed, the percentage to be paid to the Architect shall be paid on a pro-rated basis to the extent of work performed pursuant to such phase.

ARTICLE 13
MISCELLANEOUS PROVISIONS

A. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

B. The Architect shall not assign this Agreement without the written consent of the Owner, which consent shall not be unreasonably withheld.

C. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

D. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

E. If the Owner engages the services of a construction manager, the Architect will work cooperatively and in conjunction with the Owner's construction manager in performing the work described in this Agreement.

F. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect, in writing, of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

G. The Architect shall provide Worker's Compensation, automobile, comprehensive general liability and professional liability (errors and omissions coverage) insurance in amounts set forth herein. All policies shall be in a form, with a deductible, and with a carrier reasonably acceptable to the Owner. Promptly upon signing this Agreement, and thereafter as necessary or requested, the Architect shall provide the Owner with proof of the required insurance coverage. Simultaneously with the execution of this Agreement, Architect shall deliver insurance policies and certificates to Owner which will provide at least a 30-day notice of cancellation or amendment.

H. Required Insurance:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Architect hereby agrees to effectuate the naming of the Owner as an unrestricted additional insured on the Architect's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the Agreement.

2. The policy naming the Owner as an additional insured shall:

- purchase an insurance policy from an A.M. Best rated A- or better licensed insurer;
- contain a 30-day notice of cancellation;
- state that the organization's coverage shall be primary and non-contribution coverage for the Owner, its Board, employees and volunteers; and
- list the Owner as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used.

3. The Architect agrees to indemnify the Owner for any applicable deductibles.

4. Required Policy Limits:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate with coverage for sexual misconduct
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense

- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles
- **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
- **Architects' & Engineers' Professional Errors and Omissions Insurance**
\$3,000,000 per occurrence/ \$3,000,000 aggregate for the professional acts of the architect performed under the contract for the Owner.

If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three (3) years following the completion of work. If the architect or engineer is providing environmental services, the errors & omissions policy must be endorsement to include coverage for these services.

- **Excess Insurance**
On a "Follow-Form" basis, with limits of \$5,000,000 each occurrence and aggregate
5. The Architect acknowledges that failure to obtain such insurance on behalf of the Owner constitutes a material breach of contract. The Architect is to provide the Owner with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Owner to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Owner.
 6. The Owner is a member/owner of NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Owner but also NYSIR, as the Owner's insurer.
- I. The Owner shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Owner, its property and the Project site from all risks, hazards and liabilities in the minimum amount of the initial Construction Cost plus the value of subsequent modifications and the cost of furniture, fixtures, equipment supplied or installed, whether as part of the Work or pursuant to any other agreement, comprising total value for the entire Project at the site on a replacement cost basis. The insurance shall cover portions of the Work stored off the site and all portions of the Work in transit. The insurance shall include as named insured the Owner, the Architect and its consultants, and shall insure against loss from fire, including extended coverage,

malicious mischief, collapse, flood, earthquake, testing and damage resulting from defective design or materials.

J. To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its consultants and agents and employees of any of them from and against all claims, damages, losses and expenses resulting in bodily injury and/or property damage, including, but not limited to, attorneys' fees to the extent arising out of or resulting from any negligent act or omission of Architect, or any subcontractor of Architect, excluding any claims, damages, losses and expenses arising from and limited to the extent of the Owner's own negligence.

K. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

ARTICLE 14
TERM OF AGREEMENT

The term of the within agreement shall be for the period July 1, 2022 and shall continue until completion of the work by the contractors engaged by the Owner and completion of the services outlined in Article 7.

OWNER:
WEST HAMPTON BEACH
UNION FREE SCHOOL DISTRICT

Date: _____

By: _____

ARCHITECT:
JOHN A. GRILLO, ARCHITECT, P.C.

Date: 1/17/23

By: _____

Appendix A
Hourly Rate Schedule

Principal	\$175/hr
Senior Architect	\$150/hr
Architect/Site Manager	\$125/hr
Draftsperson	\$75/hr
Drafting Technician	\$75/hr
Clerical Technician/Secretarial	\$60/hr
Staff Engineer	\$125/hr

AGREEMENT

between

**Westhampton Beach
Union Free School District**

and

John A. Grillo, Architect, P.C.

INGERMAN SMITH, L.L.P.

ATTORNEYS AT LAW

150 MOTOR PARKWAY

SUITE 400

HAUPPAUGE, NY 11788

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: January 26, 2023

Re: Investigative Services Agreement

I respectfully request the Board of Education approve the attached Investigative Services Agreement with TruView BSI, LLC through June 30, 2023. The district requires their services for residency verifications.

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

INVESTIGATIVE SERVICES AGREEMENT

TruView BSI, LLC

This business is licensed by the New York State Department of State, Division of Licensing Services.

Licensed by the California Bureau of Security and Investigative Services – Private Investigator License Number: 188180.

THIS IS TO CERTIFY THAT TruView BSI, LLC is licensed and bonded by the State of New Jersey as a private detective in pursuance to "An act to license and regulate the business of private detectives and private detective agencies, and providing penalties for violation of its provisions," and is vested with all authorities allowed by law.

This business is licensed and regulated by the Florida Department of Agriculture and Consumer Services and any questions or complaints should be directed to the department (License Number A 1900161)

CLIENT INFORMATION

Client Name ("Client"): Westhampton Beach UFSD

Contact Name: Dr. MaryAnn Ambrosini

Title: Director of Pupil Personnel Services Date: 1/27/23

Address: 340 Mill Road, Westhampton Beach, NY 11978

Phone: 631-288-3800 ext. 201 Fax: 631-288-5920

Billing Address: 340 Mill Road, Westhampton Beach, NY 11978

E-mail Address: mambrosini@whbschools.org

Retaining Party (if different than above):

Retaining Party Address (if different than above):

Client provides TruView with Client's credit card information for payment, TruView is authorized to charge said credit card as TruView may deem necessary to pay off any outstanding balances, additional requested services by Client, court appearances, or any appearance requested by any party associated with this investigation. Client further acknowledges that TruView's fees are based on information, whether negative or positive to Client's case, along with accrued time and expenses. TruView shall be entitled to all invoiced fees regardless of the value of the information developed by TruView. Client waives any right to dispute or "chargeback" on any credit card charges made by TruView that can be justified with an invoice. Client understands that any dispute of charges can and will be resolved in small claims court and not through the credit card company for the card provided to TruView. There will be a 3% fee added to all credit card transactions.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND THE STATEMENT OF SERVICES, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, YOU AGREE THAT THIS AGREEMENT, AND SUPPLEMENTS REFERENCING THIS AGREEMENT, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

By signing this Agreement, CLIENT hereby certifies and affirms that the information supplied above is true and accurate to the best of my knowledge at this time. I further represent and affirm that I am authorized to order and financially contract for the services requested hereunder. I understand that my knowingly supplying false or misleading information may result in the termination of this Agreement and Client will forfeit any and all funds that may be paid to TruView.

CLIENT:

By: _____ Date: _____

Name: _____

Title: _____

TRUVIEW BSI, LLC

By: _____ Date: _____

Name: Nicholas M. Auletta

Title: President

1. TruView shall not exceed the maximum hours for each Service set forth on the reverse side hereof and shall first obtain the prior written consent of Client prior to exceeding any such hourly cap. TruView's fees are NOT contingent on the outcome or results of the Services. Client certifies that Client is not knowingly requesting any illegal services. TruView reserves the right to decline or terminate without notice any Services it deems to be illegal or unethical or in TruView's sole opinion detrimental to TruView. **SERVICES ARE LIMITED BY TIME AND RESOURCES. TRUVIEW MAKES NO WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE RESULTS OF THE SERVICES. THE INFORMATION OBTAINED MAY NOT BE THAT WHICH IS DESIRED OR IN THE FAVOR OF THE CLIENT.**
2. IF CLIENT IS AN ATTORNEY OR LAW FIRM, THEN THE ATTORNEY OR LAW FIRM HEREBY ACKNOWLEDGES, COVENANTS AND AGREES THAT THE OBLIGATION OF THE ATTORNEY OR LAW FIRM TO PAY TRUVIEW FOR SERVICES RENDERED IS AN OBLIGATION SOLELY OF THE ATTORNEY OR LAW FIRM AND IS IN NO WAY CONTINGENT UPON (1) ANY PARTICULAR RESULT OR OUTCOME OF THE INVESTIGATION, OR (2) THE ATTORNEY OR LAW FIRM BEING PAID BY ITS CLIENT, OR (3) THE ATTORNEY OR LAW FIRM'S CLIENT BEING SATISFIED WITH THE RESULTS OR OUTCOME OF THE INVESTIGATION.
3. If no retainer is collected, the Services will be billed by invoice weekly and due immediately upon receipt of said invoice. Client forfeits all rights to reports, evidence, photographs, video, information and other related items if invoices are not paid within terms. All outstanding fees are due immediately upon completion of the Services, or upon either the Client or TruView's determination that no further action can be taken to complete the Services. TruView reserves the right to require payment in advance for investigative expenses. Interest shall accrue on all unpaid balances of fifteen (15) days or more at a rate equal to the lower of one and one-half (1 ½%) percent per month or the maximum monthly rate allowed by law. In the event Client fails to make any payment due hereunder, Client shall, in addition to all other rights and remedies of TruView, be obligated to pay TruView's legal fees and expenses of collection.
4. Client shall not interfere in any manner whatsoever, or instruct or cause anyone else to interfere, directly or indirectly, with TruView's performance of the Services. If Client, or any of Client's friends, relatives, agents or employees, interferes with TruView's performance of the Services in any way, TruView may cease the Services and all monies paid shall be forfeited to TruView.

5. All findings are exclusively for Client's own use. Client shall disseminate findings only to third parties who have a legitimate need to know and/or as authorized by law. Client will hold TruView, its officers, directors, owners, employees and agent(s) harmless from damages, losses, costs or expenses, including attorney or legal fees, suffered or incurred in connection with or arising out of claims based on investigative findings provided to Client, and for which Client fails to keep strictly confidential. This includes any civil or criminal actions, claims, third party claims, lawsuits, disciplinary actions or any losses alleged to be caused by TruView resulting from any activity performed by either Client or TruView. TruView will keep findings strictly confidential but reserves the right to disclose Client's information if required to do so by law or in the good faith belief that such action is reasonably necessary to (1) comply with legal process, (2) respond to any claims against it, or (3) protect the rights, property or personal safety of TruView or the public. Any misrepresentation by Client may result in civil and criminal action against Client and the forfeiture of all monies paid. TruView may refuse Services to the Client for any issue of security, safety, unlawful, unethical or immoral reasons. Information provided by TruView shall be used in a lawful manner and not be used to cause any physical or emotional harm upon the subject of the investigation, or for harassment, stalking, intimidation, threatening or any other illegal purpose(s). TruView promotes the responsible use of the information that it provides, and reserves the right to withhold information for which TruView deems is outside the scope of a permissible purpose or otherwise defined by state and federal law and/or regulation. "Confidential Information" shall not include such information as is or becomes part of the public domain through no action of TruView. The Client is responsible to safeguard the information from unauthorized third party disclosure as defined by the Gramm-Leach-Bliley Act (GLBA), Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transactions Act (FACTA), Drivers Privacy Protection Act (DPPA) and Right to Financial Privacy Act (RFPA) and applicable state and federal laws and regulations. Client and its representatives must be fully knowledgeable about such laws and regulations and/or seek legal counsel prior to dissemination of reported information.
6. Oral updates will not be provided while TruView is performing any Services. Oral reports will be provided within 48 hours after the information is obtained, or 9:00 a.m. the Monday following any weekend Services. TruView may, within the times, at TruView's sole discretion, provide reports directly to Client's attorney. TruView may request information from client while engaged in a surveillance assignment (e.g., vehicle descriptors, color of dress/clothing for the day, etc.); however, TruView is not obligated to provide a report to Client at such time.
7. TruView will generate a written report of the investigation in a timely manner at the completion of the investigation provided Client's account is not in arrears. Every reasonable effort will be made to ensure that the quality of the information is accurate; however, TruView will not be responsible for information contained within database reports to which TruView has no control over content. Client understands that surveillance tapes and pictures are often taken from long distance, from unusual locations and during extreme weather conditions and as such, are by their nature NOT television studio-type productions with variable quality. TruView will obtain quality video and/or pictures only if investigator is not in any physical harm, in any unsafe position, or violating privacy statutes. Client understands that TruView's fees are not contingent upon the acquisition of any photos or video. No "Audio" recordings will be made relative to surveillance tapes. Original videotapes and/or negatives will not be released to Client, but will remain the property of TruView until such time as required to be surrendered in court as evidence. Copies for the purpose of the Client's review will be made at the Client's request. Original notes or documents considered "work product" will not be released and remain the property of TruView. Only the written final report is released to the Client.
8. Database search reports are performed strictly by the information provided by the Client. Any error in spelling, format or sequence of letters, words or numbers can result in wrong information. Data is supplied from different private sources, computer systems, public information facilities, government open record institutions and might also contain confidential source information. All attempts are made to maintain the integrity of this data. TruView is not liable for inaccuracies contained in public record information or databases accessed. Information shall be gathered from sources and individuals deemed reliable by TruView; however, no guarantee, warranty, or other representation is made as to the accuracy of information received from third parties, or its suitability for any particular purpose. If the information reported is not "Original Source" information, it is strongly recommended that any information gathered is cross referenced with "Original Source" information.

9. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND TRUVIEW DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TruView shall not be liable for and shall be excused from performance for any delay in providing or failure to provide services where such failure or delay is occasioned by actions beyond TruView's control.
10. TRUVIEW'S TOTAL LIABILITY, IF ANY, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY CLIENT TO TRUVIEW FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE ACT OR INJURY THAT GAVE RISE TO THE LIABILITY. TRUVIEW WILL NOT BE LIABLE FOR LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
11. MISCELLANEOUS. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles. Each party hereto hereby submits to the exclusive jurisdiction of the United States District Court for the Eastern District of New York and of any state court sitting in the Counties of Nassau or Suffolk in the State of New York. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. This Agreement may not be assigned by Client.



Annex A
Statement of Services & Pricing

Current as of 1/26/2023

Residency Investigations and Verifications for Westhampton Beach Union Free School District – Service Schedule	
Service	Fee
Residency Checks (as needed)	\$50.00 per visit
Home Visit	\$85.00 per visit
Home Visit (Second Visit, Same Day)	\$80.00 per visit
Observing & Following Subjects / Surveillance	\$50.00 per hour
Public Records Search	\$15.00 per search
NYS DMV Search	\$12.00 per search
Utility Search	\$25.00 per search
License Plate Scan	\$12.00 per hour
Attendance at Hearings/Meetings	\$55.00 per hour
<p>Note: TruView will charge for mileage reimbursement, if applicable, in accordance with the IRS Rules and Regulations. Mileage will be measured from the closest office or investigator location.</p>	

Tier 1 Incorrect Address Indicator Searches (for Batch Uploads)

Residency Investigations and Verifications for Westhampton Beach Union Free School District – Service Schedule	
Service	Fee
Incorrect Address Indicator (minimum order # required)	\$3.00 per name

Using solely FERPA-compliant directory-level information, TruView uses proprietary techniques and databases to identify potential indicators of an incorrect residential address, as provided by parent/guardian.

Sample Estimated Cost Per Student for a Full Investigation follows on next page. Tier I services are not included in estimate. Speed Bumps are depicted in areas where TruView may recommend, to save School District budget dollars, that an investigation not proceed further in the investigative process.

Estimated Cost Per Student

Residency Investigations and Verifications: Per Case			
Service	Unit Price	Unit (Average)	Fee
Residency Checks "Pre-Investigative Intelligence Collection" Social Media & Internet Research	\$50.00 per hour	2 hours	\$100.00
Public Records Research	\$15.00 per search	3 searches	\$45.00
DMV Search	\$12.00 per search	2 searches	\$24.00
Utility Search	\$25.00 per search	1 search	\$25.00
License Plate Tracking Scan	\$12.00 per search	2 searches	\$24.00
ESTIMATE – Pre-Investigation Intelligence (SPEED BUMP)			\$218.00
Service	Unit Price	Unit (Average)	Total Fee
Observing & Following/Surveillance Used to Confirm Positive ID on Out of District Residence	\$50.00 per hour	10 Hours (2 Days at 5 Hours Each)	\$500.00
ESTIMATE – Initial Two Visits – In and Out of District (SPEED BUMP)			\$500.00
Service	Unit Price	Unit (Average)	Total Fee
Observing & Following/Surveillance Best Practices – Total of 4-6 Positive ID Verifications over 4-6 Week Period	\$50.00 per hour	16 Hours (4 Days at 4 Hours Each)	\$800.00
ESTIMATE – Best Practices – Four Positive Out-of-District Observations			\$800.00
TOTAL PRICING ESTIMATE			\$1,518.00
Additional Services – Attendance at Meetings and/or Hearings			\$55.00 per hour

HOMEBOUND INSTRUCTION

Homebound instruction is a service provided to students who are unable to attend school ~~participate~~ in their usual educational setting, at home or in a hospital or other institution for the treatment of children (other than a school), due to ~~medical, emotional or disciplinary~~ ~~problems temporary or chronic illness or injury for physical, mental or emotional reasons.~~ Homebound instruction is provided to students anticipated to be unable to attend school in person for at least ten days, as documented by the student's treating healthcare provider (who is licensed or authorized to provide diagnosis under Title 8 of the Education Law).

Deleted: during a three-month period

Parents/guardians must make a request for homebound instruction to the district's Director of Guidance. Such request must include written medical verification from the student's treating healthcare provider (who is licensed or authorized by the state to provide diagnosis), and consent for the Director of Guidance to contact the treating healthcare provider. The Director of Guidance will review the request, and may contact the treating healthcare provider to obtain additional information. The Director of Guidance must notify the parent/guardian of the district's approval or denial within five school days after receiving the written medical verification. The parent may appeal denials to the Board of Education within ten school days of receiving the denial notification. If the request is approved, or if the request is denied and an appeal is pending before the Board, the district will provide instructional services within five school days after receiving notification of the student's medical condition or request for homebound instruction.

Deleted: Medical Director or designee

Deleted: Medical Director or designee

Deleted: Medical Director

Deleted: Medical Director

When approved for homebound instruction, secondary students receive instruction for at least ten hours per week. Elementary students receive at least five hours per week. Students receive credit for their work while on homebound instruction.

Deleted: , for at least two hours per day if possible (and starting July 1, 2023, at least fifteen hours per week, for at least three hours per day if possible)...

The higher minimum hours of instruction listed above may be reduced upon parent/guardian request, supported by documentation by the treating healthcare provider, but may not be lower than the lower minimum hours listed above. In such cases, the district must ensure that the student is unable to receive the minimum hours of instruction, must document the reason in the instruction delivery plan described below, and must review the plan at least once a month to determine when the hours can be increased.

Deleted: , for at least one hour per day if possible (and starting July 1, 2023, at least ten hours per week, for at least two hours per day if possible). ...

Once approved, the district makes provisions for homebound instruction for all students residing in the district attending public and nonpublic schools in grades Kindergarten to age 21. Homebound instruction may be provided by the district, or by a tutor, who must hold a New York State teaching certificate and who may be employed by a BOCES. Hospital or institutional instruction may be provided via contract with a school connected with that hospital or institution, or the district where it is located. Homebound instruction may include remote instruction as defined in state regulations 8 NYCRR §100.1(u) upon referral from the Medical Director or the Director of Pupil Personnel Services following the guidelines established by the Superintendent of Schools for placing a student on homebound instruction.

Deleted: The district will establish a written instruction delivery plan, with input obtained and considered from the parent/guardian and, if appropriate, the student. The plan will include at least: the number hours per week and per day of instruction, the method instruction will be delivered, the location of services, and an explanation of how the services will enable the student to maintain academic progress. The district will review the plan as needed based on the needs of the student, or if conditions have changed. The district will maintain a record of the dates, amount, and type of instructional services the student received, including the instructor's name, subjects taught, and location where services were provided. ¶

Homebound instruction will strive to keep the student/students on pace to rejoin his/her/their class and maintain academic progress. The Board recognizes that students who are out of school for extended periods of time are at risk of falling behind academically and/or losing connection to the school community. The Board directs the administration to evaluate periodically whether homebound

instruction is effective in keeping students on track to graduate, and if not, to take steps to support the transition back to school.

Deleted: improve instruction and implement approaches and/or offer services that support

Students Instructed Out of School Due to Suspension

Students who have been suspended from school will be provided with alternative instruction, as described in the district's Code of Conduct. Such instruction may be provided in the student's home or other location, including remotely, as determined by the district, balancing the best interests of the student, the safety of district personnel, and the district's resources. The district's homebound instructors may be utilized, if available. Such instruction is not subject to the requirements of state regulations for homebound instruction (8 NYCRR §100.22) referenced in the rest of this policy. Any such instruction will be substantially equivalent to the instruction the student would have received in the regular education environment, to be determined by the district on a case-by-case basis.

Deleted: Two hours per day of alternative instruction may be enough for the district to meet its obligations under the Education Law §3214(3)(e).¶

Cross-ref:
5300, Code of Conduct

Ref:
Education Law §§1709(24); 4401 et seq.
8 NYCRR §§100.1(u); 100.22; 175.21
Appeal of Camille S. 39 EDR 574 (Dec. No. 14,316) (2000)

Adoption date: November 19, 2001
Revision adopted: June 15, 2009
Revision adopted: October 6, 2014
Revision adopted:

DISCLOSURE OF WRONGFUL CONDUCT

The Board of Education expects officers and employees of the district to fulfill the public's trust and to conduct themselves in an ethical manner, abiding by all district policies and regulations and by all applicable state and federal laws and regulations.

However, when district officers or employees know or have reasonable cause to believe that instances of wrongful conduct (e.g., mismanagement of district resources, unethical behavior, violations of law or regulation, and/or abuse of authority) have occurred, they are encouraged, if they feel comfortable, to report such wrongful conduct to the Board or one of its designated officers. Alternatively, or in addition, district employees may report their concerns to a governmental agency or entity.

For purposes of this policy, the term "wrongful conduct" includes, but is not limited to:

- theft of district money, property, or resources;
- misuse of authority for personal gain or other non-district purpose;
- fraud;
- conflicts of interest or abuse by district officers or employees relating to their office or employment;
- actions that present a substantial or specific danger to public health or safety;
- actions that compromise the security and integrity of the district's or state's testing program;
- violations of applicable federal and state laws and regulations; and/or
- serious violations of district policy, regulation, and/or procedure.

Internal Reporting and Investigation

Employees and officers who know or have reasonable cause to believe that wrongful conduct has occurred are encouraged to report such conduct, if they feel comfortable, to the Board of Education, or the Superintendent of Schools (or designee) or School Attorney, Internal Auditor, External/Independent Auditor, or Audit Committee, who must notify the Board. Building Principals or other supervisory personnel may also receive such reports, and must notify the Superintendent, unless the Superintendent is a subject of the report. Upon receiving a report of alleged wrongful conduct, the Board, Superintendent or designee may take immediate steps to authorize an investigation.

Staff members who suspect that a violation of state testing procedures has occurred by a certified educator, or non-certified individual involved in the state testing program, must report their concerns to the State Education Department (SED) in the manner prescribed by the Commissioner of Education. Employees are also encouraged, if they feel comfortable, to report concerns to the Superintendent or Board of Education. Any Building Principal receiving such a report must relay this information to the Superintendent, or directly to the Board, if the Superintendent is a subject of the report.

The Board or Superintendent or designee must maintain a written record of the allegation and the results of any investigation. The Board or Superintendent or designee may also refer the matter to any appropriate entity or agency (e.g., auditors, police, SED, State Comptroller, etc.), and the Superintendent or designee will notify the Board when appropriate to do so.

Except as otherwise provided in either state and/or federal law, the Board-designated officer will make all reasonable attempts to protect the identity of the employee making the disclosure in a confidential manner, as long as doing so does not interfere with conducting an investigation of the specific allegations or taking corrective action.

The district will not take adverse employment action against an employee who has, in good faith, notified the district and/or a governmental body of wrongdoing, including but not limited to instances where an employee has reported misconduct when mandated to do so by federal or state law or regulation (e.g., child abuse, state testing misconduct).

Complaints of Reprisal

Employees who allege they have been subject to an adverse employment action based on a prior disclosure of alleged or actual wrongful conduct may contest the action by filing a written complaint of reprisal with the Superintendent or designee, or if the Superintendent is the subject of the complaint, the Board President or designee, in consultation with the school attorney, who will review the complaint expeditiously to make a preliminary determination as to:

- whether the complainant made a disclosure of alleged wrongful conduct before an adverse employment action was taken;
- whether the responding party could reasonably have been construed to have had knowledge of the disclosure and the identity of the disclosing employee;
- whether the complainant has in fact suffered an adverse employment action after having made the disclosure; and
- whether the complainant alleges that adverse employment action occurred as a result of the disclosure.

If all of the above elements are present, the Superintendent or designee, or Board President or designee in consultation with the school attorney if the Superintendent is the subject of the report or allegation, will investigate the claim and make a recommendation to the Board. The Superintendent or designee will inform the complainant and the respondent, in writing, of:

- the intent to proceed with an investigation;
- the specific allegations to be investigated;
- the appointment of the review officer or panel; and
- the opportunity of each party to support or respond, in writing, to the allegation.

Once the Superintendent or designee, or Board President or designee in consultation with the school attorney if the Superintendent is the subject of the report or allegation, has conducted a review and considers the investigation to be complete, the Board will be notified of its completion. From the date of that notice, the Superintendent or designee, or Board President or designee, 30 days to report the findings and make any recommendations deemed appropriate to the Board. The Superintendent or designee, or Board President or designee, in conferral with the

Deleted: has [insert number of days, e.g., 30]
___ 30

Board and school attorney, if appropriate, will make a final determination and issue a letter of findings to both the complainant and the respondent.

Nothing in this policy is intended to interfere with legitimate employment decisions.

The Superintendent of Schools may establish regulations necessary to implement this policy.

This policy and any accompanying regulations will be published in employee handbooks, posted in employee lounges and given to all employees with fiscal accounting and/or money handling responsibilities on an annual basis.

The Superintendent of Schools, the Auditor, the School Attorney and others involved in implementing this policy will meet with the Board once a year to evaluate the effectiveness of this policy and to make appropriate adjustments, if any, to the policy and any accompanying regulations.

Ref:

Civil Service Law §75-b

Education Law §3028-d

Labor Law §740

8 NYCRR §§102.3, 102.4 (testing misconduct)

Matter of Brey v. Bd. of Educ., 245 A.D. 2d 613 (3rd Dept. 1997) (termination based on work deficiency, not retaliation)

Adoption date: November 18, 2013

Revision adopted: October 5, 2015

[Revision adopted:](#)