

Westhampton Beach

Home of the Hurricanes  School District

AGENDA

TYPE: Board Meeting

DATE: 8/21/2023 **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

4. PUBLIC PARTICIPATION

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

5. MINUTES

1. Approval of the minutes of the July 11, 2023 Reorganizational meeting Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 7/19, 7/20, 7/24, 7/25, 7/26, 8/07 and CPSE 6/23 & 8/03. Action

7. FINANCIALS

1. Extraclass Activities ES April-June;MS Feb-June;HS May-June Action
2. Budget Transfer Report May 2023 Action
3. Treasurers Reports/Collateral May-June 2023 Action
4. Audited and Paid Claims 0221-0250; 0001-0025 Action
5. Revenue Status as of May 31, 2023 Action
6. Trial Balance as of May 31, 2023 Action
7. Budget Status Report as of May 31, 2023 Action

8. SUPERINTENDENT'S REPORT

1. Donation - Eli Manning for Football Program Action
2. Textbook Adoption - World History Early Ages Action
3. Bid Award - Musical Instruments Action
4. Bid Extension - Turf Maintenance Action
5. Surplus request - ES textbooks Action
6. Surplus request - Technology Equipment Action
7. Approval of eight (8) budget transfers Action
8. Approval of the final Shared Services Contract with Eastern Suffolk BOCES for the 2022-2023 school year Action

- | | | |
|-----|--|--------|
| 9. | Resolution authorizing the execution of an agreement with Teach Better for professional development for the 2023-24 school year | Action |
| 10. | Resolution authorizing the execution of a consulting agreement with New York Therapy Placement Services, Inc. for the 2023/24 school year. | Action |
| 11. | Resolution authorizing the execution of a contract with NESCA for OT services for the 2023-24 school year | Action |
| 12. | Resolution authorizing the execution of a special education services contract with the Remsenburg/Speonk UFSD for the 2023/24 school year | Action |
| 13. | Resolution authorizing the execution of five (5) home tutoring agency agreements for the 2023/24 school year | Action |
| 14. | Resolution authorizing the execution of a contract on behalf of the Teacher Center of the Western Hamptons | Action |
| 15. | Resolution authorizing the execution of an MOA with the Teachers' Association for additional assistant coaching positions | Action |

9. PERSONNEL

- | | | |
|-----|--|--------|
| 1. | Retirement/HS Senior Office Assistant | Action |
| 2. | Retirement/MS Monitor | Action |
| 3. | Request for Childcare Leave of Absence/ES-MS Assistant Principal | Action |
| 4. | Request for Medical Leave of Absence Extension/HS Office Applications Specialist | Action |
| 5. | Resignation/MS Science Teacher | Action |
| 6. | Resignation/HS Foreign Language Teacher | Action |
| 7. | Resignation/HS Physical Education Teacher/Coach | Action |
| 8. | Appointment/HS Foreign Language Teacher | Action |
| 9. | Appointment/MS Science Teacher | Action |
| 10. | Appointment/HS 0.8 Physical Education Teacher, 0.2 Permanent Substitute | Action |
| 11. | Appointment/HS Special Education Teacher | Action |
| 12. | Appointment/HS ENL Leave Replacement Teacher/MS Perm Sub | Action |
| 13. | Appointment/MS-HS ENL Leave Replacement Teacher | Action |
| 14. | Appointment/0.8 FTE Speech Therapist | Action |
| 15. | Appointment/ES 0.4 FTE Reading-RTI Teacher, PT Title, Perm Sub | Action |
| 16. | Appointment/0.2 FTE Gr 6 Writing Support | Action |
| 17. | Appointment/ES Teacher Aide | Action |
| 18. | Appointment/MS Permanent Substitute Teacher | Action |
| 19. | Appointment/Additional Sections | Action |
| 20. | Appointment/Additional Spanish Leave Sections | Action |
| 21. | Appointment/Instructional Coordinators | Action |
| 22. | Appointment/ES We Care Director | Action |
| 23. | Appointment/Home Tutors, Proctors | Action |
| 24. | Appointment/MS Office Assistant - Provisional | Action |
| 25. | Resolution/Creation of Civil Service Title Director of Facilities III | Action |
| 26. | Resignation/Assistant Plant Facilities Administrator | Action |
| 27. | Appointment/Director of Facilities III | Action |
| 28. | Appointment/Coaching Recommendations | Action |
| 29. | Appointment/Substitutes | Action |

- 30. Appointment/ES Monitor Action
- 31. Appointment/ES Perm Sub Action

10. REPORTS

- 1. Postings Info

11. OLD BUSINESS

12. NEW BUSINESS

- 1. Board Policy 5300 (Code of Conduct) - Public Hearing & first reading of revised policy Action
- 2. Board Policy 4821 (School Ceremonies and Observances) Action

13. EXECUTIVE SESSION

14. ADJOURNMENT

July 11, 2023

The Reorganizational Meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School Library on July 11, 2023.

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

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 2 attendees.

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

TEMPORARY CHAIRPERSON

On the motion of Ms. Donneson, second by Mr. Kast, the appointment of Judy Iannone as temporary chairperson, to be and hereby is approved:

Vote: Yes 7 No 0

The Pledge of Allegiance was conducted.

ADMINISTRATION OF OATH

Ms. Iannone administered the oath of office to Halsey Stevens as Member of the Board of Education.

Ms. Iannone administered the oath of office to Heather Wright as Member of the Board of Education.

Ms. Iannone read the Board Membership for the 2023-24 school year:

<u>Membership</u>	<u>Term Expiration</u>
Suzanne M. Mensch	2024
Joyce L. Donneson	2024
George R. Kast, Jr.	2024
Dawn Arrasate	2025
Elizabeth T. Lanni-Hewitt	2025
Heather A. Wright	2026
Halsey C. Stevens	2026

ELECTION OF PRESIDENT

Mr. Kast nominated Ms. Suzanne M. Mensch for the position of President of the Board of Education for the Westhampton Beach Union Free School District for the 2023/24 school year.

On motion of Mr. Kast, second by Ms. Donneson, Ms. Suzanne M. Mensch to be and hereby is elected President of the Board of Education for the 2023/24 school year.

Vote: Yes 7 No 0

The Oath of Office was administered to Ms. Mensch as President of the Board of Education of the Westhampton Beach Union Free School District for the 2023/24 school year.

ELECTION OF VICE PRESIDENT

Ms. Donneson nominated Elizabeth T. Lanni-Hewitt for the position of Vice President of the Board of Education for the Westhampton Beach Union Free School District for the 2023/24 school year.

On motion of Ms. Donneson, second by Mr. Kast, Ms. Elizabeth T. Lanni-Hewitt to be and hereby is elected Vice President of the Board of Education for the 2023/24 school year.

Vote: Yes 7 No 0

The Oath of Office was administered to Elizabeth T. Lanni-Hewitt as Vice President of the Board of Education of the Westhampton Beach Union Free School District for the 2023/24 school year.

The meeting was turned over to the President, Ms. Mensch.

DISTRICT CLERK APPOINTMENT

On motion of Mr. Kast, second by Ms. Donneson, the appointment of Judy Iannone as the District Clerk for the 2023/24 school year at a stipend of \$ 8930.31, to be and hereby is approved.

Vote: Yes 7 No 0

The Oath of Office was administered to Ms. Iannone as District Clerk of the Westhampton Beach Union Free School District for the 2023/24 school year.

APPOINTMENTS FOR THE 2023/24 SCHOOL YEAR

On motion of Mr. Stevens, second by Ms. Donneson, the following appointments for the 2023/24 school year, to be and hereby are approved:

1. District Treasurer – MaryAnn Milton
2. Deputy Treasurer – Jacqueline Pirro - \$3,824 stipend
3. Bond Counsel – Hawkins Delafield & Wood LLP (fees as submitted)
4. District Architect – John A. Grillo (JAG) P.C. (fees as submitted)
5. School Physician – Peconic Bay Medical Group - (fees as submitted)
6. School Insurance Broker – New York State Insurance Reciprocal (fees as submitted)
7. Purchasing Agent – Jacqueline Pirro
8. Alternate Purchasing Agent – Carolyn Probst
9. Claims Auditor – Paul Eglevsky – \$60/hr. - not to exceed \$7,500 (as submitted)
10. Internal Auditor – Cullen & Danowski - not to exceed \$28,000 (as submitted)
11. External Auditor – R.S. Abrams - not to exceed \$37,700 (as submitted)
12. Auditor & Treasurer of High School Extra Classroom Activity Funds - Middle School Principal, Charisse Miller and Gloria Meyer, High School Secretary
13. Auditor & Treasurer of Middle School Extra Classroom Activity Funds - Elementary School Principal, Jerry Garritano and Laura Manopella, Middle School Secretary
14. Auditor & Treasurer of Elementary Extra Classroom Activity Funds - High School Principal, Chris Herr and Laura Hansen, Elementary School Secretary
15. Health & Safety Officer – Anthony Martino
16. Prevailing Wage Officer – Anthony Martino
17. Asbestos Compliance Officer – Anthony Martino
18. Public Access Officer – Judy Iannone

19. Records Management Officer – William Fisher
20. Records Management Clerk – Evelyn Overton - \$3,824 stipend
21. District Wide Emergency Coordinator – Carolyn Probst
22. Section 504 Hearing Officer – William Fisher
23. Designated Education Official as per Project Save Legislation – Chris Herr
24. Title II, Title VI, and Title IX Compliance Officer – William Fisher
25. Financial Software Systems Administrators – Jacqueline Pirro & William Fisher
26. Dignity for All Students (DASA) Coordinator – Rob Finn
27. Data Protection Officer – William Fisher

Vote: Yes 7 No 0

ENABLING RESOLUTIONS FOR THE 2023/24 SCHOOL YEAR

On motion of Mr. Stevens, second by Mr. Kast, the following enabling resolutions for the 2023/24 school year, to be and hereby are adopted:

1. Designation of Regular Monthly Board of Education Meetings. First and third Mondays of the month as the regular monthly meeting days (unless otherwise noted)
2. Designation of Official Newspapers – The Southampton Press (Western Edition) & Long Island Business News
3. Designation of Signatory for Federal Funds – Superintendent of Schools
4. Designation of Signatory for State Reports – President of the Board of Education
5. Authority to certify payrolls – Superintendent of Schools or her designees
6. Bonding of District Treasurer and Deputy Treasurer (\$1,000,000 each –Travelers Casualty & Surety Co. of America)
7. Re-adoption of resolution indemnifying public officers and employees of public entities
8. Board and District memberships in professional organizations – National School Board Association (NSBA), New York State School Boards Association (NYSSBA), New York State Council of School Superintendents (NYSCOSS), American Association of School Administrators (AASA), New York State Association for Women in Administration (NYSAWA), Association of School Business Officials of New York (ASBO)
9. Approval of authorized bank accounts NYCLASS & M&T (as submitted)
10. Designation of petty cash of \$100 for each building and administrative office under the respective supervision of the building principals, Superintendent of Schools, Assistant Superintendent for Personnel & Instruction, Assistant Superintendent for Business, Director of Pupil Personnel Services, Director of Health, Physical Education & Athletics, School Lunch Director and the Director of Buildings & Grounds.
11. Authorization to fund the cash registers used for the Food Service Program and to have a “change” fund in the middle school and high school, as submitted
12. Rate of Mileage Reimbursement – rate issued by the Internal Revenue Service

Vote: Yes 7 No 0

APPROVAL OF MINUTES

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the minutes of the June 26, 2023, Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

COMMITTEE ON SPECIAL EDUCATION

On motion of Ms. Lanni-Hewitt, second by Ms. Wright, the following resolution appointing members of the Westhampton Beach Committee on Special Education for the 2023/24 school year, to be and hereby is adopted:

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

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

Vote: Yes 7 No 0

IMPARTIAL HEARING OFFICERS

On motion of Ms. Arrasate, second by Mr. Kast, the following resolution recommending appointment of Impartial Hearing Officers for the 2023/24 school year, to be and hereby is adopted:

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

Vote: Yes 7 No 0

CSE RECOMMENDATIONS

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of the following dates: 2/1, 3/23, 3/24, 3/30, 4/5, 4/18, 5/4, 6/20, 6/22 and CPSE 4/4 and 6/16/23.

On motion of Mr. Stevens, second by Ms. Wright, 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 7 No 0

COMMITTEE MEMBERS

On motion of Mr. Kast, second by Ms. Arrasate, the appointment of Suzanne Mensch and Elizabeth Lanni-Hewitt to serve as a Networking Council Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Ms. Donneson, second by Mr. Kast, the appointment of Suzanne Mensch, Dawn Arrasate and Elizabeth Lanni-Hewitt to serve as Audit Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

RE-ADOPTION OF EXISTING BOARD POLICIES

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

Vote: Yes 7 No 0

AUTHORIZATIONS

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

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

Vote: Yes 7 No 0

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

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

Vote: Yes 7 No 0

SRO AGREEMENT

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of an SRO agreement with the Village of Westhampton Beach for the 2023/24 school year, to be and hereby is adopted.

Vote: Yes 7 No 0

INDIVIDUAL STUDENT TUITION CONTRACTS

On motion of Mr. Stevens, second by Mr. Kast, the resolution authorizing the execution of three (3) individual student tuition contracts for the 2023/24 school year, to be and hereby is adopted.

Vote: Yes 7 No 0

MUNISTAT

On motion of Mr. Stevens, second by Mr. Kast, the resolution authorizing the execution of an agreement with Munistat Services Inc. for the 2023/24 school year, to be and hereby is adopted.

Vote: Yes 7 No 0

KEEPING YOUR BOOKS

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of an agreement with Keeping Your Books Accounting Services for the 2023/24 school year, to be and hereby is adopted.

Vote: Yes 7 No 0

IDEA 611/619

On motion of Ms. Wright, second by Mr. Kast, the resolution authorizing the execution of four (4) IDEA 611/619 flow-through funds memorandums of agreement, to be and hereby is adopted.

Vote: Yes 7 No 0

MEAL PRICES

On motion of Mr. Kast, second by Mr. Stevens, the school meal prices for the 2023/24 school year, to be and hereby are approved as follows:

Breakfast	\$2.00
Lunch	\$3.50
HS Premium Meal	\$4.50
MS Premium Meal	\$3.70
Milk	\$.50

Vote: Yes 7 No 0

COPIER AGREEMENTS

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the resolution authorizing the execution of a revised copier service agreement with Advanced Imaging for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 15, 2023

Re: School Field Maintenance Bid Extension 2023-2024

Attached please find a letter from Turf Brothers Inc. stating they will extend the current pricing agreement for the 2023-2024 school year. Turf Brothers Inc. was the lowest bidder when the School Field Maintenance services contract was bid for the 2021-22 school year.

The District is pleased with the services they provide and their willingness to honor the current pricing. Therefore, I am recommending the Board of Education extend the current agreement for the 2023-24 school year.

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



August 14, 2023

Dear Westhampton Beach School District. Please note, Turf Brothers wishes to extend the turf field maintenance bid 21-325 for the 2023-24 school year at the existing cost with no additional cost added. Thank you.

Robert J. Michalowski

Owner

TARA BISHOP

On motion of Mr. Stevens, second by Mr. Kast, the request from Tara Bishop for a Childcare Leave of Absence beginning on or about September 19, 2023 through November 9, 2023 using about 17 sick days followed by four weeks of FMLA, returning to her teaching position on Monday, November 13, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

SANDRA FLORES

On motion of Ms. Donneson, second by Mr. Kast, the request from Sandra Flores for a Military Leave of Absence beginning September 5, 2023 through November 3, 2023, returning to her teaching position on Monday, November 6, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

KATHERINE CARR

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Katherine Carr as a .6 FTE HS Social Worker, effective September 5, 2023 through June 30, 2024, at Step 2D, MA, \$64,276 (prorated), to be and hereby is approved.

Vote: Yes 7 No 0

KARLA CONTRERAS PEREZ

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Karla Contreras Perez as a .MS Teaching Assistant, effective September 5, 2023, with a four-year probationary period through August 31, 2027 in the tenure area of Teaching Assistant, at a starting salary of \$25,000/yr., pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

ADDITIONAL SECTIONS

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the appointment of the following teachers to additional class sections for the 2023/24 school year, to be and hereby are approved:

Frank Monastero	02 FTE MS Band
Joshua Seifert	02 FTE MS Band

Vote: Yes 7 No 0

EXTENDED SCHOOL YEAR (ESY)

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the appointment of Emily Isselbacher to provide Special Education Extended School Year Services from July 5, 2023 through August 8, 2023 for an individual student, at the hourly professional rate of pay \$50.22/hr., to be and hereby is approved.

Vote: Yes 7 No 0

COACHING APPOINTMENTS

On motion of Mr. Stevens, second by Ms. Lanni-Hewitt, the following coaching appointments for the 2023/24 school year, as submitted, to be and hereby are approved:

2023-24 FALL				
SPORT	LEVEL	COACH	STEP	SALARY
FOOTBALL CHEER	Var	TBD		
GIRLS X-COUNTRY	Var	Broich, John	3	\$6,003.08
BOYS X-COUNTRY	Var	Martin, Hannah	1	\$5,655.32
B&G X-COUNTRY	MS	O'Hare, Mike	2	\$4,311.03
FOOTBALL	Var	Schaumloffel, Bryan	3	\$8,947.40
FOOTBALL	Var Asst	Johnson, Mark	2	\$7,089.90
FOOTBALL	Var Asst	Magner, Cole	2	\$7,089.96
FOOTBALL	Var Asst	O'Neill, Jesse	1	\$6,875.96
FOOTBALL	JV	Doroski, Jeff	2	\$6,380.98
FOOTBALL	JV	Peters, Drew	3	\$6,573.58
FOOTBALL	JV	Mensch, Joe	2	\$6,380.98
FOOTBALL	MS	Montpetit, Sean	3	\$4,428.77
FOOTBALL	MS	Malsky, Cole	1	\$4,193.37
FOOTBALL	MS	Grunenwald, Asa	2	\$4,311.03
GOLF	Var	Musumeci, Fred	3	\$5,934.51
GOLF	JV	Moran, Terry	3	\$4,747.60
BOYS SOCCER	Var	Lein, Randy	3	\$7,259.03
BOYS SOCCER	V. Asst.	DeTore, Pete	1	\$5,943.40
BOYS SOCCER	JV	TBD		
BOYS SOCCER	MS	Smith, Mike	2	\$4,311.03
GIRLS SOCCER	Var	Habersaat, Erika	3	\$7,259.03
GIRLS SOCCER	V Asst.	Olivotti, Jackie	1	\$5,943.40
GIRLS SOCCER	JV	TBD		
GIRLS SOCCER	MS	TBD		
GIRLS TENNIS	Var	Reed, Matt	1	\$6,446.19
GIRLS TENNIS	JV	Williams, Korey	3	\$5,021.47
GIRLS TENNIS	MS	Bender, Carrie	1	\$4,193.37
BOYS VOLLEYBALL	Var	Tuttle, Josh	2	\$7,058.42
BOYS VOLLEYBALL	V. Asst.	Intravaia, Jackie	3	
BOYS VOLLEYBALL	JV	Allen-Morabito, Kyle	1	\$5,156.95
GIRLS VOLLEYBALL	Var	Ferrente, Eric	1	\$6,857.76
GIRLS VOLLEYBALL	V. Asst.	Fabian, Sarah	1	
GIRLS VOLLEYBALL	JV	TBD		
ATHLETIC TRAINER		Leogrande, Scott		\$42.55
EQUIPMENT MGR		Hoyt, Dana		\$6,118.47

Vote: Yes 6 No 1
(Ms. Donneson opposed)

VOLUNTEER COACHING APPOINTMENT

On motion of Mr. Stevens, second by Ms. Donneson, the appointment of Tyler Simpson as a volunteer coach for the fall of the 2023/24 school year, to be and hereby is approved.

Vote: Yes 7 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

SCHOOL SAFETY PLAN

On motion of Mr. Stevens, second by Mr. Kast, the resolution to adopt the School Safety Plan, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

NEW BUSINESS

There were no New Business items on the agenda.

EXECUTIVE SESSION

On motion of Ms. Arrasate, second by Mr. Stevens, the Board of Education to convene to Executive Session at 7:20 PM to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

ADJOURNMENT

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

Judy Iannone, District Clerk

July 11, 2023

WESTHAMPTON BEACH PUBLIC SCHOOLS
WESTHAMPTON BEACH, NY 11978

TEXTBOOK EVALUATION FORM

I. Technical Data

A. Bibliography

1. Title my World Interactive: World History Early Ages
2. Author Karpel, Sabato, and Yell
3. Publisher Savvas Learning Company
4. Date and Edition 2019
5. Part of Series _____ Yes No

II. Evaluation Checklist

Key – 4 – strongly agree

3 – agree

2 – disagree

1 – strongly disagree

N/A – not applicable

A. Content checklist

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

B. Author checklist

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

C. Date of Publication Checklist

- | | | | | | | |
|--|---|---|---|---|---|-----|
| 1. Textbook is up-to-date and incorporates the latest findings in methodology and technology | 1 | 2 | 3 | 4 | 5 | N/A |
|--|---|---|---|---|---|-----|

D. Treatment of Sensitive Areas Checklist

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

E. Physical Characteristics Checklist

- | | | | | | | |
|--|---|---|---|---|---|-----|
| 1. Binding is substantial considering the amount of handling the book will be subjected to | 1 | 2 | 3 | 4 | 5 | N/A |
|--|---|---|---|---|---|-----|

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

F. Teaching Aids Checklist

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

G. Additional Comments

H. Cost per textbook \$114 (Hardcover text)
\$23 (Digital license)

I. Total Points 164

J. Recommendations for adoption

1. Best text available My World Interactive: World History Early Ages
2. Very good, possible adoption _____
3. Average text _____
4. Below Average _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro 

Date: August 11, 2023

Re: Musical Instruments and Equipment Bid

Bids were opened on August 9, 2023, for musical instruments and equipment. Bid specifications were sent to ten vendors. Four acceptable bids and three no bid responses were received.

I am recommending that the Board of Education accept the bids from Sweetwater Sound, LLC and Wenger Corporation for items that they were the lowest bidder in the respective categories.

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

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

Bid No.: 23-200M

Opening: August 9, 2023 11:00 a.m.

Bid Title: Musical Instruments and Equipment

QTY.	PRODUCT NAME	MAKE/MODEL #	FAMILY MELODY	SWEETWATER	FAUST	WENGER
1	Bb Clarinet, w/case	Yamaha YCL-255	\$591	\$519 (Nov.)	No Bid	No Bid
1	Trumpet, w/case	Yamaha YTR-2330	\$790	\$699	No Bid	No Bid
1	Flute	Yamaha YFL-282Y Inline G with C foot	\$764	\$684 (Nov.)	No Bid	No Bid
1	Sousaphone	Yamaha YSH-301	\$4420 No case	\$4765 (Feb.) With Case	No Bid	No Bid
1	Tenor Trombone	YSL-354	\$790	\$699	No Bid	No Bid
1	Alto Saxophone, w/case	Yamaha YAS-26	\$1353	\$1262	No Bid	No Bid
1	Clavinova	Yamaha CLP-745	No Bid	No Bid	\$3290	No Bid
1	Oboe	Yamaha YOB-241	\$1815	\$1717	No Bid	No Bid
20	Music stands	Wenger Roughneck Music Stands	No Bid	No Bid	No Bid	\$1460 \$263 S&H
75	Student Chairs	Wenger Nota Standard Posture Chairs 17.5"	No Bid	No Bid	No Bid	\$5775 \$1916 S&H

Vendor Name: _____

Initials: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: August 2, 2023

Re: Surplus Textbooks – Elementary School

Attached please find a list of Elementary School textbooks ready to be surplus. The district has researched companies that may be interested in purchasing them but unfortunately they have no value.

I respectfully request the Board of Education surplus the textbooks listed so that they may be disposed of accordingly.

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

WHBES Textbook Buy Back/ Excess

Quantity	Title	ISBN#	ISBN# (second listed)	B&N Link
35	Wonders McGraw Hill 2013 Edition Grade 2	978-0-02-118866-6		No Value/Not Buying
1	Wonders McGraw Hill 2013 Edition Teacher's Edition Set 1-6 Grade 2	978-0-02-119790		No Value/Not Buying

Memo

To: Dr. Carolyn Probst
Cc: Jackie Pirro
From: William Fisher (WF)
Date: 8/15/23
Re: Surplus Technology Equipment

The attached list of technology equipment has been replaced with new equipment, or is no longer functional, and as such is surplus.

This memo is a request to have the Board of Education declare the identified equipment as surplus, so it can be offered for recycle or proper disposal.

Westhampton Beach School District
Surplus Technology Equipment - August 2023

Building	Item Type	Asset Tag	Serial Number	Manufacturer	Model
ES	Board	004968	H65UF20U5C0088	Newline	TT-6515B
ES	Board	No Tag	BZUF52700078	In Focus	INF6501C
ES	Camera	T026706	KCGET61603458	Kodak	Easyshare C330
ES	Camera	T026703	kcget61603620	Kodak	Easyshare C330
ES	Camera	T0268238	kCGET61603592	Kodak	Easyshare C330
ES	Camera	T0268241	KCGET61603532	Kodak	Easyshare C330
ES	Camera	T0268244	KCGET61603619	Kodak	Easyshare C330
ES	Camera	T026691	KCGET61603677	Kodak	Easyshare C330
ES	Camera	T026688	KCGET61603452	Kodak	Easyshare C330
ES	Camera	T026690	KCGET61603676	Kodak	Easyshare C330
ES	Camera	T0268240	KCGET61603591	Kodak	Easyshare C330
ES	Camera	T026694	NONE	Kodak	Easyshare C330
ES	Camera	T0268247	KCGET61603615	Kodak	Easyshare C330
ES	Camera	T026547	6523822902	Canon	ProShot SD750
ES	Camera	T026546	1223409444	Canon	ProShot SD400
ES	Camera	T026682	6528171250	Canon	PowerShotSD1100 IS
ES	Camera	T026551	222060033454	Canon	PowerShot ELPH 100 HS
HS	IW Board	002605	IWBRD06257730182	Interwrite	11-00574-01
HS	IW Board	002687	IWBRD06297730035	Interwrite	11-00574-01
HS	IW Board	002611	IWBRD06257730180	Interwrite	11-00574-01
HS	IW Board	002591	IWBRD06257730179	Interwrite	11-00574-01
HS	IW Board	002615	IWBRD06267730281	Interwrite	11-00574-01
HS	Smart Board	003941	SBX885-R2-0033383	Smart Board	SBX885
HS	IW Board	No Tag	IWBRD06267730283	Interwrite	11-00574-01
HS	IW Board	002594	IWBRD06257730176	Interwrite	11-00574-01
HS	IW Board	No Tag	IWBRD06267730282	Interwrite	11-00574-01
HS	IW Board	No Tag	IWBRD06267730286	Interwrite	11-00574-01
HS	IW Board	002665	IWBRD06287730033	Interwrite	11-00574-01
HS	IW Board	002618	IWBRD06287730030	Interwrite	11-00574-01
HS	IW Board	002499	IJS3240637	Interwrite	11-00573-01
HS	IW Board	No Tag	IJS4441829	Interwrite	1904
HS	IW Board	No Tag	IWBRD06267730172	Interwrite	11-00574-01
HS	Printer	13-0085	JPBDY05332	HP	CF278A
HS	Printer	13-0112	VNB3N26590	HP	CF278A
HS	Printer	13-0089	JPBDY05341	HP	CF278A
HS	Printer	13-0051	VNB3N14327	HP	CF278A
HS	Printer	12-0003	VNB3T07246	HP	CE459A
MS	Desktop	No Tag	LKHXFNW	Lenovo	6072CTO
MS	Desktop	003231	LKHXFNL	Lenovo	6072CTO
MS	Desktop	003872	MJYGLR2	Lenovo	M91P
MS	Desktop	004241	MJZVZGB	Lenovo	M92P
MS	Desktop	No Tag	MJWTE93	Lenovo	M7303
MS	Desktop	No Tag	MJXAWER	Lenovo	2988D9U
MS	Display	003900	CV24A	Cinema View	24' Display
MS	Display	No Tag	S4Z124446920	ViewSonic	Display
MS	Printer	No Tag	VNB3M22423	HP	M452dn
MS	Printer	No Tag	CNRXJ87437	HP	4350dn
HS	Printer	No Tag	VNB3N26597	HP	CF278A
HS	Printer	No Tag	VNG3F47313	HP	CZ195A
HS	Printer	13-0136	VNB3H13906	HP	CF278A
HS	POS Machine	No Tag	981L323670106	UTC Retail	N/A
HS	POS Machine	No Tag	981L323670116	UTC Retail	N/A
HS	POS Machine	No Tag	981L323670121	UTC Retail	N/A
HS	POS Machine	No Tag	981L323670134	UTC Retail	N/A
HS	POS Machine	No Tag	981R202150170	UTC Retail	N/A
HS	POS Machine	No Tag	981L323670096	UTC Retail	N/A
HS	Projector	004268	R4EK3404066	Epson	Powerlite 93+
HS	DVD/VCR Combo	No Tag	BCB909140678	Toshiba	SD-V394SU
HS	2-Way Radio	No Tag	103TNNA111	Motorola	CDM1250
HS	Printer	15-037	PHGFB47296	HP	401dne
HS	Monitor	No Tag	CT-0T6116071618	Dell	1905FP
HS	PC	003871	MJYGLN1	Lenovo	MT-4480-B1U

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

Requestor: Jacqueline Pirro

Date of Request: August 4, 2023

Budget Code to Transfer TO:

Code Number: 9060-153-00-05

Code Title: Instruct Sal (Opt Out)

Amount to Transfer: \$ \$1,223,422

Budget Code to Transfer FROM:

Code Number: 9060-800-00-05

Code Title: Medical Insurance

Reason for Transfer:

to reclass Opt Out Expenses from Health Insurance Expense *@ year end 2023*

Back-up attached

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

J. Pirro _____ *8/4/2023*
Asst. Supy 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: Gwen Gaines *G. G.*

Date of Request: 8/1/2023

Budget Code to Transfer TO:

Code Number: A1621-490-05-00

Code Title: Maintenance of Plant - BOCES Services

Amount to Transfer: \$ 33,000.00

Budget Code to Transfer FROM:

Code Number: A2250-490-00-08

Code Title: BOCES Services - PPS

Reason for Transfer: To cover the 3rd June Bill from BOCES

Back-up attached

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

[Signature] 8/1/2023
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: Gwen Gaines 6-6

Date of Request: 8/1/2023

Budget Code to **Transfer TO:**

Code Number: A5540-490-00-05

Code Title: BOCES - Regular Transportation

Amount to Transfer: \$ 223,000.00

Budget Code to **Transfer FROM:**

Code Number: A5540-491-00-05 \$222,000.00 and A2250-490-00-08 \$1,000.00

Code Title: BOCES HC Transportation and BOCES Services PPS

Reason for Transfer: To cover the 3rd and 4th June BOCES invoices

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.**

 8/1/2023
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: Jacqueline Pirro

Date of Request: August 4, 2023

Budget Code to Transfer TO:

Code Number: 9711-710-00-05

Code Title: T.A.N. Interest

Amount to Transfer: \$ \$140,000

Budget Code to Transfer FROM:

Code Number: 2250-490-00-08

Code Title: BOCES Services PPS

Reason for Transfer:

to gross up full TAN interest cost (premium) @ year end 2023

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.**

 8/4/2023
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: Jacqueline Pirro

Date of Request: August 4, 2023

Budget Code to Transfer TO:

Code Number: various non instructional salary codes (attached)

Code Title: attached

Amount to Transfer: \$ \$138,913

Budget Code to Transfer FROM:

Code Number: 2110-130-00-01

Code Title: Instruction Sal 7-12 HS

Reason for Transfer:

to cover non-instructional salary expenses in correct budget codes
@ year end 2023

Back-up attached

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

J. Pirro _____ *8/4/2023*
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
2023-2024 SCHOOL YEAR

Requestor: Laura Hansen

Date of Request: August 3, 2023

Budget Code to **Transfer TO:**

Code Number: 2110-480-11-03

Code Title: Textbooks - Reading - ES

Amount to Transfer: \$ 458.34

Budget Code to **Transfer FROM:**

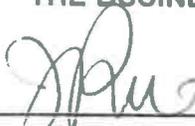
Code Number: 2110-480-02-03

Code Title: 2nd Grade Textbooks

Reason for Transfer: The wrong code was mistakenly used to purchase items.

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.**

 8/4/23
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
2023-2024 SCHOOL YEAR

Requestor: MaryAnn Milton

Date of Request: 08-11-2023

Budget Code to **Transfer TO:**

Code Number: A-1420-400-00-05

Code Title: School Attorney Fees

Amount to Transfer: \$ 50,000.00

Budget Code to **Transfer FROM:**

Code Number: A-9020-800-00-05

Code Title: Teacher Retirement

Reason for Transfer:

Based on activity for Special Legal Services

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.**

 8/13/2023
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 _____

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

Final Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2022 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WESTHAMPTON BEACH UFSD, party of the second part.

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

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2022-23 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
001.100	Administration	0.0000	0.0000	Actual Usage	126,624.00	126,624.00	0.00	126,624.00
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	50,990.00	50,990.00	0.00	50,990.00
101.100	Career and Technical Education	21.0000	14,618.0000	Student	0.00	306,978.00	0.00	306,978.00
101.120	Career and Tech. Ed./Transportation	0.0000	993.0000	Student	1,986.00	0.00	1,986.00	1,986.00
101.130	Career and Tech. Ed. Pull-Outs1925.	1.0000	2,002.0000	Student	-2,002.00	2,002.00	-2,002.00	0.00
103.110	Special Career Education 12-1-1	5.0000	25,412.0000	Annual	-127,060.00	127,060.00	-127,060.00	0.00
202.100	Special Education 12-1-1 Full Day	2.0000	54,426.0000	Student	-108,852.00	108,852.00	-108,852.00	0.00
202.255	Speech Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	-5,140.00	5,140.00	-5,140.00	0.00
202.260	Speech Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	-2,550.40	2,550.40	-2,550.40	0.00
204.100	Special Education 12-1-4 Full Day	0.0000	72,885.0000	Student	72,885.00	0.00	72,885.00	72,885.00
204.240	Occupational Therapy Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	7,651.20	2,550.40	7,651.20	10,201.60
204.250	Physical Therapy Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	10,201.60	2,550.40	10,201.60	12,752.00
204.260	Speech Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	7,651.20	2,550.40	7,651.20	10,201.60
204.265	Vision Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	5,140.00	5,140.00	5,140.00	10,280.00
205.100	Special Education 8-1-1 Full Day	2.0000	66,860.0000	Student	0.00	133,720.00	0.00	133,720.00
205.205	Counseling Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	0.00	5,140.00	0.00	5,140.00
205.210	Counseling Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	7,651.20	2,550.40	7,651.20	10,201.60
205.235	Occupational Therapy Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	5,140.00	5,140.00	5,140.00	10,280.00
205.245	Physical Therapy Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	-5,140.00	5,140.00	-5,140.00	0.00
205.255	Speech Individual	1.0000	5,140.0000	Sess/Stud/Wk/Yr	15,420.00	5,140.00	15,420.00	20,560.00
205.260	Speech Group	1.0000	2,550.4000	Sess/Stud/Wk/Yr	0.00	2,550.40	0.00	2,550.40
205.275	Individual Aide Full Day	1.0000	56,078.0000	Year	-56,078.00	56,078.00	-56,078.00	0.00
205.278	Class. Aide Shared 8-1-1+3 FD	0.0000	24,033.0000	Student/Year	24,033.00	0.00	24,033.00	24,033.00

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

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
205.297	Parent Training	1.0000	187.1600	Per Hour	2,620.24	187.16	2,620.24	2,807.40
205.305	Augmentative Comm. Evaluation	1.0000	5,733.0000	Per Evaluation	-5,733.00	5,733.00	-5,733.00	0.00
205.340	Occupational Therapy Evaluation	1.0000	716.6300	Per Evaluation	-716.63	716.63	-716.63	0.00
205.345	Physical Therapy Evaluation	1.0000	716.6300	Per Evaluation	-716.63	716.63	-716.63	0.00
205.426	Physical Therapy Consult	1.0000	128.5000	Session	-128.50	128.50	-128.50	0.00
205.428	Speech Consult	1.0000	128.5000	Session	-128.50	128.50	-128.50	0.00
205.434	Occupational Therapy Consult	1.0000	128.5000	Session	1,028.00	128.50	1,028.00	1,156.50
205.444	Augment. Comm. Consult/Train	1.0000	507.6100	Per Hour	-507.61	507.61	-507.61	0.00
205.450	Medical Screening / Physical	1.0000	238.8600	Unit	-238.86	238.86	-238.86	0.00
304.800	Speech Impaired-SpeciallBilling DNS	0.0000	0.0000	Per Student	10,395.33	0.00	10,395.33	10,395.33
312.110	Psycho-Ed. Reevaluation Itinerant	1.0000	959.8600	Per Evaluation	-959.86	959.86	-959.86	0.00
312.800	School Psyc- SpecBilling DNS	0.0000	0.0000	Per Student	19,278.88	0.00	19,278.88	19,278.88
313.422	Vision Consult Itinerant	1.0000	157.4800	Session	-157.48	157.48	-157.48	0.00
317.100	Hearing Individual Itinerant	1.0000	6,159.2000	Sess/Stud/Wk/Yr	49,273.60	6,159.20	49,273.60	55,432.80
317.125	Hearing Consult Itinerant	1.0000	153.9800	30 Min/Session	4,003.48	153.98	4,003.48	4,157.46
405.100	Exploratory Enrichment-Coord. Fee	0.0000	0.0000	Actual Usage	1,283.08	57.80	1,225.28	1,283.08
405.110	Exploratory Enrichment Programs	0.0000	0.0000	Actual Usage	7,547.50	340.00	7,207.50	7,547.50
432.110	Regional Summer School	0.0000	485.0000	Student	4,365.00	0.00	4,365.00	4,365.00
432.130	Regents Exam	0.0000	136.0000	Per Test	1,088.00	0.00	1,088.00	1,088.00
438.120	Hospital Bound Non-classified	0.0000	1,915.0000	Week	3,830.00	0.00	3,830.00	3,830.00
438.367	Psycho-Ed. Reevaluation Bilingual	1.0000	1,194.3900	Per Evaluation	-1,194.39	1,194.39	-1,194.39	0.00
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	2,769.72	3,995.00	-1,225.28	2,769.72
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	2,374.00	23,500.00	-21,126.00	2,374.00
444.105	District Based Virtual Learning Svcs							
444.105.115	Castle	0.0000	0.0000	Actual Usage	11,457.42	11,457.42	0.00	11,457.42
444.400	Language Interpreting Service							

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2022-23
WESTHAMPTON BEACH UFSD	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
444.400.105	Nuestro Language Services	0.0000	0.0000	Actual Usage	2,070.00	0.00	2,070.00	2,070.00
444.400.110	Propio Language Services	0.0000	0.0000	Actual Usage	555.46	593.00	-37.54	555.46
477.490	Hospital Instruction - WSB	0.0000	0.0000	Service	1,434.00	0.00	1,434.00	1,434.00
505.100	District Printing/Duplication	0.0000	0.0000	Actual Usage	22,480.36	0.00	22,480.36	22,480.36
508.100 Library Automation								
508.100.108	Workshop Training Fee - DNS	0.0000	0.0000	Actual Usage	100.00	0.00	100.00	100.00
509.100	Summer SPED Supervision	0.0000	0.0000	Actual Usage	6,326.00	0.00	6,326.00	6,326.00
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	28,436.70	0.00	28,436.70	28,436.70
514.430 School Data Bank Svc-Full Service								
514.430.100	School Data Bank Svc-Full Service	1,801.0000	9.2800	Student	0.00	16,713.28	0.00	16,713.28
515.130	Stony Brook Psych. Report Itinerant	1.0000	1,246.2800	Per Evaluation	-1,246.28	1,246.28	-1,246.28	0.00
515.800	Psychiatric Consult.-SpecBill DNS	0.0000	0.0000	Per Student	9,075.18	1.00	9,074.18	9,075.18
516.100 Library Services/Media Part.								
516.100.120	Library/Media (601-2000 students)	0.0000	1,916.0000	Per District	1,916.00	1,916.00	0.00	1,916.00
516.210 Lib. Svc/Media-Virtual Ref. Collect								
516.210.109	Virtual Ref. Collect 3-12 Online	1,600.0000	10.3400	Student	0.00	16,544.00	0.00	16,544.00
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	11,256.50	11,256.50	0.00	11,256.50
519.800	Augmentative Comm.-Spec. Billi DNS	0.0000	0.0000	Per Student	0.00	1.00	-1.00	0.00
531.100 NYS Curriculum & Assessment Svc								
531.100.110	NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00
531.200 MLP/Frontline								
531.200.120	MLP/Frontline - PDMS	0.0000	0.0000	Per District	8,851.42	0.00	8,851.42	8,851.42
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	800.00	0.00	800.00	800.00
531.310	Customized Staff Dev. (Coord. Fee)	0.0000	0.0000	Actual Usage	160.00	0.00	160.00	160.00
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	2,429.00	0.00	2,429.00	2,429.00

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

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	16,346.40	14,596.40	1,750.00	16,346.40
531.530	NYSAA Grades 3-HS Training for CBT	0.0000	0.0000	Actual Usage	289.66	0.00	289.66	289.66
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000	0.0000	Actual Usage	915.60	0.00	915.60	915.60
531.631	SubReimburs Rgl/Indist CoordFee	0.0000	0.0000	Actual Usage	91.56	0.00	91.56	91.56
531.636	Sub-Reimburse-NYSAA Workshops	0.0000	0.0000	Actual Usage	0.00	67.50	-67.50	0.00
531.637	SubReimburs NYSAAWkspCoordFee	0.0000	0.0000	Actual Usage	0.00	10.00	-10.00	0.00
532.100 Model Schools								
532.100.110	Model Schools < 2000 students	0.0000	4,108.0000	Annual	4,108.00	0.00	4,108.00	4,108.00
532.160	Model Schools Workshops	0.0000	0.0000	Actual Usage	450.00	0.00	450.00	450.00
532.200	Model Schools - On-Site Staff Devel	0.0000	1,011.0000	Day	4,044.00	0.00	4,044.00	4,044.00
590.490	Center for Learning Tech (WSB)	0.0000	0.0000	Service	16,688.35	16,778.00	-89.65	16,688.35
601.030 Frontline RTI								
601.030.100	Frontline RTI-Direct	0.0000	0.0000	Actual Usage	3,779.83	0.00	3,779.83	3,779.83
601.030.240	Frontline RTI Mgmt. Fee	0.0000	0.0000	Actual Usage	566.97	0.00	566.97	566.97
601.030.250	Frontline RTI BOCES Support	0.0000	0.4100	Student	420.25	0.00	420.25	420.25
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	7,471.20	7,471.20	0.00	7,471.20
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	6,200.00	6,200.00	0.00	6,200.00
601.220 NYS Required Reporting								
601.220.200	NYS Req. Report per stud-PS/PK-12	1,801.0000	4.5200	Student	0.00	8,140.52	0.00	8,140.52
601.220.300	NYS Required Reporting	1,801.0000	0.6700	Student	0.00	1,206.67	0.00	1,206.67
601.225 BARS on the WEB								
601.225.400	Automated BARS Re-Sort Discount	1.0000	827.7100	Per District	0.00	827.71	0.00	827.71
601.415 Cafeteria Systems POS								
601.415.170	LINQ Meals Plus	0.0000	0.0000	Actual Usage	0.00	672.75	-672.75	0.00
601.440 Emergency and Notification Systems								
601.440.220	ParentSquare	0.0000	0.0000	Actual Usage	9,955.55	8,257.00	1,698.55	9,955.55
601.468 Visitor Management Systems								
601.468.110	Licensing and Maintenance	0.0000	0.0000	Actual Usage	2,052.75	2,052.75	0.00	2,052.75
601.470 Administrative District Platforms								

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

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2022-23
WESTHAMPTON BEACH UFSD	

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
601.470.650	SchoolFront	0.0000	0.0000	Actual Usage	13,452.47	13,584.24	-131.77	13,452.47
601.475 Facilities Management Systems								
601.475.140	SchoolDude - PM Direct	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00
601.475.160	SchoolDude-FS Direct, Event Manag	0.0000	0.0000	Annual	3,436.45	3,436.45	0.00	3,436.45
601.480 Data Protection Officer Support								
601.480.120	Level 2-Up to 7 Days (501-2500 st	1.0000	13,435.0000	Annual	0.00	13,435.00	0.00	13,435.00
601.490 Web-Based Registration Management								
601.490.105	FamilyID	0.0000	0.0000	Annual	4,557.39	4,566.02	-8.63	4,557.39
601.510 Power School								
601.510.110	PowerSchool Lic Fee>2nd yr Maint	1.0000	0.0000	Actual Usage	10,670.97	10,670.97	0.00	10,670.97
601.510.129	PowerSchool Power Pack License Fe	0.0000	0.0000	Actual Usage	3,187.77	3,187.77	0.00	3,187.77
601.510.140	PowerSchool Administrative Fee	0.0000	0.0000	Actual Usage	2,078.82	2,078.82	0.00	2,078.82
601.510.145	PowerSchool K-12 District BOCES S	1,843.0000	9.0700	Student	0.00	16,716.01	0.00	16,716.01
601.510.210	Power School BOCES Hosting Fee	0.0000	0.0000	Actual Usage	6,746.00	6,746.00	0.00	6,746.00
601.860 Northwest Evaluation Assoc.								
601.860.170	NWEA Management Fee	0.0000	0.0000	Actual Usage	1,744.35	1,744.35	0.00	1,744.35
601.860.175	Map Growth Multi Subject	802.0000	14.5000	Student	0.00	11,629.00	0.00	11,629.00
601.890 Right Reason Technology								
601.890.112	RightPathAPPR/SLO AllComp 1000-19	1.0000	10,500.0000	Annual	0.00	10,500.00	0.00	10,500.00
601.890.160	RRT per Stdnt Data Intergration	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00
601.890.240	RRT Management Fee	0.0000	0.0000	Actual Usage	2,115.00	2,115.00	0.00	2,115.00
601.990 Test Scanning and Reporting								
601.990.107	Score Report Digital File Fee	0.0000	0.0000	Actual Usage	235.84	0.00	235.84	235.84
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	535.0000	5.3900	Per Test	404.25	2,883.65	404.25	3,287.90
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	535.0000	5.3900	Per Test	404.25	2,883.65	404.25	3,287.90
601.990.180	Test Scan/Rpt NYS Science	250.0000	5.3900	Per Test	-83.19	1,347.50	-83.19	1,264.31
601.990.220	Test Scanning and ReportingNYSITE	100.0000	6.8800	Per Test	-387.62	688.00	-387.62	300.38
601.990.300	Test Scan/Rpt NYSESLAT	195.0000	10.3000	Per Test	-152.10	2,008.50	-152.10	1,856.40
601.990.312	NYSAA Exam	30.0000	5.3900	Per Test	-161.70	161.70	-161.70	0.00
601.990.317	NYSAA Exam Minimum	0.0000	120.2800	Per Exam Period	120.28	0.00	120.28	120.28
601.990.320	Test Scan/Rpt Regents All Exams	1,740.0000	3.2800	Per Test	-847.28	5,707.20	-847.28	4,859.92
601.990.329	AP Adv Data Loading Service	1.0000	2,040.0000	Year	0.00	2,040.00	0.00	2,040.00

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

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD	School Year 2022-23
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Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
603.110	BOCES Special Ed. Winter Transp.	0.0000	0.0000	Actual Usage	72,445.00	105,642.00	-33,197.00	72,445.00
603.120	BOCES Special Ed. Summer Transp.	0.0000	0.0000	Actual Usage	41,934.35	0.00	41,934.35	41,934.35
603.210	Transp.-Sp.Ed./Homeless/Res.-Winter	0.0000	0.0000	Actual Usage	227,688.67	196,276.00	31,412.67	227,688.67
603.220	Transp.-Sp.Ed./Homeless/Res.-Summer	0.0000	0.0000	Actual Usage	4,503.00	0.00	4,503.00	4,503.00
604.110	Transportation - SCE	0.0000	0.0000	Actual Usage	0.00	48,772.00	-48,772.00	0.00
604.120	Transportation - CTE	0.0000	0.0000	Actual Usage	0.00	70,000.00	-70,000.00	0.00
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	297,652.04	180,813.00	116,839.04	297,652.04
607.120	Transportation - Nonpublic School	0.0000	0.0000	Actual Usage	750.26	59,420.00	-58,669.74	750.26
607.130	Transportation - In-District Summer	0.0000	0.0000	Actual Usage	881.19	500.00	381.19	881.19
607.230	Transportation - In-District Winter	0.0000	0.0000	Actual Usage	1,339,359.59	750,000.00	589,359.59	1,339,359.59
609.300	Communications Consulting/PR	0.0000	0.0000	Actual Usage	35,648.00	31,898.00	3,750.00	35,648.00
612.110 Cooperative Bidding								
612.110.120	Coop Bidding Grp B (1000-2899 sdn)	1.0000	3,992.0000	Year	0.00	3,992.00	0.00	3,992.00
618.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	51,178.77	0.00	51,178.77	51,178.77
618.120	Health/Safety Basic Svc Base Price	1.0000	3,500.0000	Service	0.00	3,500.00	0.00	3,500.00
618.130	Health/Safety Basic Svc # bldgs	3.0000	528.0000	Building	0.00	1,584.00	0.00	1,584.00
618.150	Health/Safety - Specialist	0.2500	22,356.0000	Day/Week/Year	0.00	5,589.00	0.00	5,589.00
623.110	Nonpublic Textbk Distr - Admin Fee	30.0000	96.3200	Student	-1,155.84	2,889.60	-1,155.84	1,733.76
623.120	Nonpublic Txtbk Dist. -Textbook Fee	30.0000	176.4600	Per Student Est	-2,470.44	5,293.80	-2,470.44	2,823.36
633.110	Health Ins. Coord. Svc.-East End	328.0000	118.3200	Employee/Year	-9.86	38,808.96	-9.86	38,799.10
633.130	Workers Comp Consortium Coord.	361.0000	11.2800	Employee/Year	-90.24	4,072.08	-90.24	3,981.84
665.490	State Aid Planning - Questar III	0.0000	0.0000	Service	3,445.00	3,345.00	100.00	3,445.00
676.490	Actuarial Svcs GASB 75 - Capital	0.0000	0.0000	Service	7,395.10	157.50	7,237.60	7,395.10
690.490	On-Line Application Service-Putnam	0.0000	0.0000	Actual Usage	2,500.00	2,500.00	0.00	2,500.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2022-23

Summary:

<u>Total of Service Costs - All Funds:</u>	3,248,921.40	(Except 001/002)
<u>Capital Costs:</u>	50,990.00	(CoSer 002)
<u>Adm. & Clerical Costs:</u>	126,624.00	(CoSer 001)
<u>Total Contract Costs:</u>	3,426,535.40	

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

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

EASTERN SUFFOLK BOCES

201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-

Signature, President and/or Clerk, BOCES

(Party of the First Part)

(Post Office Address)

WESTHAMPTON BEACH UFSD

340 Mill Road, WESTHAMPTON BEACH, NY, 11978

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

(Party of the Second Part)

(Post Office Address)



Progressive Mastery Learning, LLC
Teach Better Team

2250 Lynnwood Dr.
Stow, OH 44224
e-mail: jeff@teachbetter.com
phone: 330.770.1583
website: www.teachbetter.com

PROFESSIONAL DEVELOPMENT WORKSHOP PROPOSAL:

This document will outline and serve as an agreement between Westhampton Beach Schools (hereinafter “Client”) and Progressive Mastery Learning, LLC (“PML”), as to how the proposed services, consultation, and implementation of training and support will be provided.

SERVICE:	DESCRIPTION:	COST:	QTY:
Come Back Better Package Start Dates: Sept 26,27, 2023	- 12 hrs of PD / Training + Keynote Session (Kickoff) - 3 Support Sessions (Virtual or In person) - Access for all staff to Teach Better Academy (Online Courses & Training) FOCUS: Standards Based Grading + Grid Method - Mastery Learning	\$15,000.00	1
Travel	Travel and accomodations	\$1,000.00	5
TOTAL INVESTMENT / COST:		\$20,000.00	

TERMINATION

This Agreement may only be terminated:

- If one party commits a material breach of any provision of this Agreement (the breaching party) and such party fails to cure the same within twenty (20) days after receiving written notice specifying such breach. If such breach cannot reasonably be cured within 20 days, the breaching party may request a longer period of time as may be reasonably necessary to effect such cure by furnishing to the non-breaching party within such 20 day period a feasible plan demonstrating that it is capable of curing the breach and diligently proceeds to implement such plan to completion. Such extension is permitted solely at the express agreement of the non-breaching party.
- In the event that either party (a) becomes insolvent, is dissolved or liquidated; (b) files or has filed against it a petition in bankruptcy and, in the case of an involuntary petition, such petition is not dismissed within 30 days; or (c) ceases conducting business in the ordinary course.

CANCELLATION OF SERVICES

If services canceled by Client for any reason, the Total Investment due shall adjust according to the time-based fee progression listed below:

- If canceled more than 30 days before the start of service date: Nothing owed.
- If canceled 30 or fewer days before the start of service date: 15% of the Total Investment listed above will be owed.
- If canceled 15 or fewer days before the start of service date: 25% of the Total Investment listed above will be owed.
- If canceled 7 or fewer days before the start of service date: 50% of the Total Investment listed above will be owed.

FORCE MAJEURE

In the event that either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. “Force Majeure” shall mean fire, earthquake, flood, act of God, riots or civil commotions, litigation, war or other act of any foreign

nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

COVID-19 / CORONAVIRUS AND SCHOOL CLOSURES

Both parties agree that if, due to restrictions caused by the COVID-19 / Coronavirus Pandemic, services must be delivered virtually, this shall not constitute force majeure or a breach of contract by PML. Client agrees that PML is ready and able to deliver all services virtually, and both parties agree that such delivery of services shall not negatively affect the value of any services described herein. In the instance of services needing to be delivered virtually, travel expenses shall be deducted from the total amount owed, as stated in the "PAYMENT" section below, and Client agrees to pay the adjusted TOTAL DUE as outlined below.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing and signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

PAYMENT *(Invoice will be sent once proposal is signed. All checks should be made payable to "Progressive Mastery Learning")*

- **TOTAL DUE: \$20,000.00**
 - Due within Thirty (30) Days of service date.

Agreement and Signatures

By signing and dating below, both parties hereto agree to the terms set forth in this Agreement. Upon execution of this Agreement, all services to be provided by PML and all fees to be paid by **Client**, and the schedule of fees and schedule of services, shall all be considered agreed upon by both parties. This Agreement will be considered executed on the date listed below.

Progressive Mastery Learning, LLC Representative

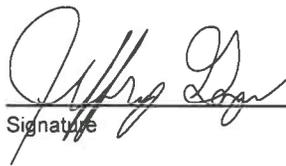
Westhampton Beach Schools Representative



Jeff Gargas, COO

Representative Name

Title



Signature

6/5/23

Date

Signature

Date



RECEIVED

JUL 28 2023

Westhampton Beach UFSD
Pupil Personnel Services

This agreement made between New York Therapy Placement Services, Inc., located at 299 Hallock Avenue, Port Jefferson Sta., NY 11776, hereinafter referred to as the “Agency” and Westhampton Beach U.F.S.D., located at 340 Mill Road, Westhampton Beach, NY 11987, hereinafter referred to as the “School”. The terms of this agreement shall extend from July 1, 2023 to June 30, 2024.

NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

- At the school district’s request, the Agency will place the following providers: occupational therapists, speech pathologists, physical therapists, special education teachers, ABA aides, and certified social workers & mental health counselors, to provide related services to school age children as mandated by the student’s IEP.

The Agency will bill the School the following rate for professional services rendered by providers placed by the Agency

OCCUPATIONAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
In District	\$45.00	\$65.00
Child Seen at Home or at Private or Parochial School	\$62.00	\$32.00 per child

Total Classroom Push-in Model	45 minutes	30 Minutes
OT Consultations	\$95.00 per session	\$72.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$95.00 per push-in entire class	
Week 6-12		\$72.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$72.00 per group session

Long Island Services & Evaluations
Sensory Gym &
Speech Language Center
299 Hallock Avenue
Port Jeff Station, NY 11776
631-473-4284
Fax: 631-331-2204

New York City Services & Evaluations
500 Bi-County Blvd – Suite 450
Farmingdale, NY 11735
718-264-1640
212-752-1316
Fax: 631-420-8636

PHYSICAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
In District	\$46.00	\$65.00
Child Seen at Home or at Private or Parochial School	\$63.00	\$32.00 per child

SPEECH THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
In District	\$45.00	\$65.00
Child Seen at Home or at Private or Parochial School	\$62.00	\$32.00 per child

Speech Push-in Classroom Program /Speech Improvement Group	\$72.00 per 30 minute group session
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INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 50.00
Sensory Consults (per 60 minutes)	\$100.00
Assistive Tech Consult/Training (15 minutes)	\$ 50.00
Staff Training Consultations (per 60 minutes)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 65.00	\$ 100.00
OT/PT Evaluation/Re-Eval/Triennials	\$ 210.00	\$ 325.00
SP Evaluation/Re-Eval/Triennials	\$ 290.00	\$ 390.00
SP Feeding Evaluation	\$ 380.00	\$ 480.00
Vision Evaluation	\$ 380.00	\$ 480.00
OT Evaluation with Sensory Profile	\$ 290.00	\$ 360.00
Social History Evaluation	\$ 125.00	\$ 225.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 290.00	\$ 390.00
Psychological Evaluation	\$ 690.00	\$ 890.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,200.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Reports	\$ 60.00	\$ 60.00
ADOS Evaluation	\$ 690.00	\$ 790.00

Participation at CSE/TEAM Meetings/Program Reviews:

To be prorated by the individual rate for all services

Remote Sessions:

Remote sessions to be billed at the same rate as in-person sessions for all services

Absent Student:

To be billed at the scheduled session rate when sufficient notice (24-hours) is not provided

Scheduling Sessions:

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

RESOURCE ROOM/ HOME TUTORING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Student)
In District	\$55.00	\$35.00 per child
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per child

PARENT TRAINING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
By Special Educator	\$55.00	N/A
By BCBA	\$80.00	N/A

COUNSELING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Student)
In District	\$60.00	\$35.00 per child
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per child

BEHAVIORAL SERVICES

Service	Rate Per Hour
Teachers Assistant ABA homebased	\$ 45.00
1:1 Teachers Aide school based	\$ 45.00
Services by Registered Behavior Technician	\$ 58.00
Special Educator ABA homebased	\$ 100.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2023-2024
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS

TYPE OF SERVICE	Rate Per Hour
Center Based ABA After School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$125.00 per participant

TRANSLATIONS

\$95.00 Flat Fee up to 1 hour
\$45.00 per 30 minutes after 1 hour
\$28.00 per page for written translation

INTEGRATED CO-TEACHING (ICT)

Staff training, classroom consultation and ongoing coaching options

\$150.00 per hour

WORKSHOPS

Full Day: \$1600.00
Workshops under Three hours: \$800.00

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.
2. Bills for services rendered by the service provider will be submitted by the Agency on behalf of the service providers on a monthly basis and payment will be made by the School within a thirty-day period.
3. In establishing the services herein specified, the Agency is acting as a central repository of licensed and insured practitioners, who shall be free to exercise their own professional discretion as to the means and manner in which these services are to be performed pursuant to New York law. However, such performance shall be in accordance with currently approved methods and practices of their profession.
4. Services will be provided by New York State licensed and registered occupational therapists, certified occupational therapy assistants, New York State licensed and registered physical therapists, certified speech pathologists, certified special education teachers and certified social workers.
5. The School shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency to the School hereunder for the duration of this agreement and for a period of two years thereafter. Should the School enter into such an agreement, the Agency will reserve its right under New York State law.
6. Services shall be provided to all persons regardless of race, creed, color, national origin, sex, sponsor, or handicap.
7. The School retains final professional and administrative responsibility for any services rendered.
8. The School shall retain responsibility for obtaining medical prescriptions and blanket consent for evaluation/annual review testing from Parent/Guardian of students referred to New York Therapy Placement Services for related services prior to referring students to

New York Therapy Placement Services. The School shall maintain prescriptions and blanket consent forms on file and forward copies upon request of Agency or Therapist. According to subdivision (b) of section 200.2 of the Regulations of the Commissioner of Education school district administration is responsible for providing NYTPS a paper or electronic copy of students IEP prior to the implementation of services by the service provider.

9. The Agency will ensure the service providers assigned to the School will input all Medicaid documentation on a timely basis into the Medicaid approved system that the School uses. (e.g. IEP Direct, Kinney, Cleartrack).
10. The Agency shall be responsible for assuring that any service provider providing services to students in covered schools will have received appropriate initial fingerprint clearance with NYS in compliance with the Project SAVE and SAFE SCHOOLS ACT. School will retain responsibility to verify and obtain School clearance for each service provider servicing students under this agreement according to the New York State Safe Schools against violence in education (SAVE) legislation.
11. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with Agency personnel or contractees.
12. Notwithstanding any other provisions in this contract, the School shall be responsible for advising the Agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state, and local statutes, rules and regulations.
13. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
14. The School further agrees that it shall defend, indemnify and hold harmless New York Therapy Placement Services, Inc., its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the School or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

15. New York Therapy Placement Services, Inc. is an Equal Opportunity Employer.
16. The parties hereto agree that this Agreement is effective for the 2023-2024 school year from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto for a period of one (1) year commencing July 1, 2023.

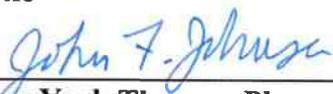
IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

For the School

Address

Title

Date



New York Therapy Placement Services, Inc.
299 Hallock Avenue
Port Jefferson Sta., NY 11776

July 3, 2023

NESCA, PC
55 Chapel St., 2nd floor
Newton, MA 02458

Student: Carson Carroll

Westhampton Beach School District
340 Mill Rd.
Westhampton Beach, NY 11978

Dear Westhampton Beach School District,

Services and Scope of Work: This contract is to confirm the formal agreement between Westhampton Beach School District and NESCA (Neuropsychology & Educational Services for Children & Adolescents) whereby NESCA will provide up to 53 hours of direct occupational therapy service to be delivered as follows:

A licensed NESCA occupational therapist will provide occupational therapy services on a weekly basis within the home, community and/or virtually. Services may include, but not be limited to: review of student records, text/email correspondence, document drafting, phone conversations, therapy with and consultation to student (in person, phone, text, video conference), and consultation with family. NESCA does not have to provide Westhampton Beach UFSD progress reports or any other reports. NESCA does not have to consult with the school district prior to the preparation of any reports.

Nondiscrimination: NESCA agrees to abide by all applicable state and federal employment laws and shall not discriminate in employment and ensures equal employment opportunity for all persons regardless of their race, color, religion, national origin, age, gender, gender identification, sexual orientation, genetic information, or disability.

Payment: All Occupational Therapy Services are billed at \$200/hour. The total cost of deliverable services will not exceed \$10,600. In order to receive payment, NESCA will submit monthly invoices to your attention at the email address below. Payment is expected within ten (10) business days of invoice delivery.

Termination: This contract may be terminated for non-performance at any time. In the event of termination, compensation will be adjusted to the percentage of performance completed. Either party reserves the right to terminate this contract upon providing thirty (30) days' notice of the intent to terminate to the other.

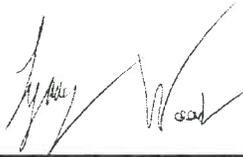
Please acknowledge this agreement by signing in the space provided below. Please retain one copy for your records and return one copy by mail (the above address), email to lwood@nescanewton.com, or fax to my attention at 617-977-9423.

Should there be any questions, please do not hesitate to call. Thank you.

Please Indicate below the email address and phone number of the district contact receiving the invoice.

Email eseidler@whbschools.org and phone# 631-288-3800 ext. 201

Sincerely,



Lyndsay Wood, OTD, OTR/L #13223
Occupational Therapist
Real-life Skills Program Manager

Westhampton Beach School District Rep.



Remsenburg - Speonk U.F.S.D.

11 Mill Road • P.O. Box 900 • Remsenburg, New York 11960 • (631) 325-0203
Fax (631) 325-8439 • www.rsufsd.weebly.com

DAM:815

July 14, 2023

Dr. Carolyn Probst, Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Dear Dr. Probst:

Enclosed please find two original copies of the Special Education Services Contract for Parentally Placed Students for the 2023-2024 school year, executed by our Board President. Please sign both copies and return one copy to my attention at Remsenburg-Speonk UFSD, P.O. Box 900, Remsenburg, NY 11960 at your earliest convenience.

Thank you for your assistance in this matter.

Yours truly,

Deborah A. Martel
District Clerk

Enclosure

2023-2024 School Year

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 11th day of July, 2023 by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, New York 11978, and the Board of Education of the Remsenburg-Speonk Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 11 Mill Road, Remsenburg, New York 11960.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE and have provided the DISTRICT OF LOCATION with timely notice; and

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM: The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated earlier as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

- b. The DISTRICT OF LOCATION represents and warrants that it has received written consent from the parents of these students listed on Confidential Schedule A to share personally identifiable special education information with the DISTRICT OF RESIDENCE.
- 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

c. COMPENSATION:

- 1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations define the costs and categories of costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE the actual costs as described in Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.

- 2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a yearly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
- 3. The DISTRICT OF RESIDENCE shall pay the costs claimed by the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute or claim arises regarding payment, the parties shall have those legal rights and remedies provided by law and regulation. Failure to provide the written notice herein shall not preclude the DISTRICT OF RESIDENCE from disputing the costs by the DISTRICT OF LOCATION. Resolution of disputes regarding such cost claims shall be governed by Education Law Section 3602-c and part 177 of the Regulations of the Commissioner of Education.

D. TERMINATION

This Agreement may be terminated by written notice of either party.

E. MISCELLANEOUS

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

District of Residence: Superintendent of Schools
Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach, NY 11978

District of Location: Superintendent of Schools
Remsenburg Speonk UFSD
PO Box 900, 11 Mill Road
Remsenburg, NY 11960

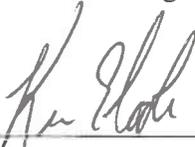
2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement. Enforcement of this Agreement must be made pursuant to Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedules "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary, or enlarge or diminish the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation. This Agreement does not provide either party with a breach of contract action. Enforcement of this Agreement is through the dispute resolution procedures set forth in Part 177 of the Regulations of the Commissioner of Education.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other party is complying with its obligations under Federal or State law or regulation.

Westhampton Beach U.F. School District

Remsenburg-Speonk UFSD

By: _____

By:  _____

President, Board of Education

President, Board of Education

Date: _____

Date: 07/13/2017 _____



Westhampton Beach UFSD
49 Lilac Road
Westhampton Beach, NY 11978

August 2023

MEMO

To: Carolyn Probst, Ed. D.
Superintendent

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

Re: Home Tutoring - BOE recommendation

The list below reflects the Home Tutoring Agencies requested for the 2023/2024 school year.

Tutoring Agencies:

- Education at Mather
- Hope for Youth
- Fullmind (formerly iTutor)
- Out East Therapy
- St. James Tutoring



Westhampton Beach High School
 49 Lilac Road
 Westhampton Beach, NY 11978
 Tel: (631) 288-3800, Fax: (631) 288-4787
www.whbschools.org

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2023,
 between **Westhampton Beach Union Free School District**, located at **340 Mill Road, Westhampton Beach, NY 11978**, hereinafter the Company, and **Education at Mather**, hereinafter the Contractor/Consultant, whose mailing address is **24 Suite B Bellemeade Avenue, Smithtown, NY 11787**.

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence July 1, 2023 and terminate June 26, 2024.
 The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

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

The Contractor/Consultant: **Education at Mather**
403 North Country Road
St. James, NY 11780

2. PAYMENT

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

\$ 55.25 per hour

3. CONTRACT

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

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

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

provide home instruction or hospital home instruction for the students of WTB schools

5. NON-DISCLOSURE

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

6. NON-ASSIGNABILITY

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

7. AMENDMENT

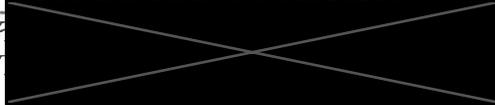
This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

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

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

Date: 5/1/23

9/12/2023 [Signature]


Date: _____

Westhampton Beach UFSD
By: _____



Westhampton Beach High School
49 Lilac Road
Westhampton Beach, NY 11978
Tel: (631) 288-3800, Fax: (631) 288-4787
www.whbschools.org

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2023,
between **Westhampton Beach Union Free School District**, located at **340 Mill Road,
Westhampton Beach, NY 11978**, hereinafter the Company, and **Hope for Youth**, hereinafter
the Contractor/Consultant, whose mailing address is **201 Dixon Avenue, Amityville, NY 11701.**

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence July 1, 2023 and terminate June 26, 2024.
The agreement may be renewed at the option of The Company, up until the day that the original
agreement herein expires. This agreement may be terminated by either party without the consent
of the other party but only upon thirty (30) days notice. Such notice must be made in writing and
sent first class mail to the following:

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

The Contractor/Consultant: **HOPE FOR YOUTH**
Administrative Office
201 Dixon Avenue
Amityville, New York 11701

2. PAYMENT

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

The District shall pay their hourly home
tutoring rate at 2 hours per day for
each day school is in session.

3. CONTRACT

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

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

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Academic tutoring Services

5. NON-DISCLOSURE

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

6. NON-ASSIGNABILITY

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

7. AMENDMENT

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

8. GOVERNANCE

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

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

Date: 5/2/23

[Signature]


Date: _____

Westhampton Beach UFSD
By: _____



Date: 7/25/2023
Pricing Agreement# : Q-00974
Please Email All Pages to billing@itutor.com

Customer Name: Westhampton Beach School District
Billing Address: 340 Mill Rd
Westhampton Beach, New York 11978
United States

Terms

This Quote is only valid for 30 days from the date of this Quote.

Invoicing and Payment Terms

Invoices will be issued monthly within 15 days of the close of the month. The invoice will include all services utilized by the District, the total number of hours used and the amount due. The amount due will be calculated based on the prices outlined in the Pricing Schedule located in Exhibit A of this Agreement. The District shall pay iTutor the full invoice amount within fifteen (15) days of the District's receipt of the invoice.

Services and Responsibilities

For the Term of this Agreement, the District may enroll students in any of the available iTutor services, identified in Exhibit B of this agreement. iTutor shall deliver those services in accordance with all applicable Federal, State and local laws, rules, and regulations.

Terms and Conditions

For the purposes of this Pricing Agreement, "you" and "your" refer to Customer, and "we", "us" and "our" refer to iTutor Inc. and affiliates. This Pricing Agreement and any documents it features (including the Standard Terms and Conditions located at <http://www.itutor.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You accept that any terms and conditions in your purchase order or any other documentation you provide that enhance our obligations or restrictions or contravene the Agreement do not have force and effect.

Acceptance

This pricing agreement will expire on the Pricing Agreement Expiration Date noted above unless we earlier rescind or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer referred to above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either party's procedure does not require that I execute this Pricing Agreement, I accept, understand and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please email all pages to your sales rep and orders@itutor.com.



Date: 7/25/2023
Pricing Agreement# : Q-00974
Please Email All Pages to billing@itutor.com

Customer Signature: _____
Name (Printed or Typed): _____
Title: _____
Date: _____

Fullmind Signature:  _____
Name(Printed or Typed): Ysiad Ferreiras
Title: CEO
Date: 7/25/23

Exhibit A: Pricing Schedule

Core Instruction	Price per hour
Homebound - 1:1	\$67
Whole Class Instruction - SG	\$155
Whole Class Instruction - WC	\$258
Credit Recovery - 1:1	\$67
Credit Recovery - SG	\$144
Credit Recovery - WC	\$258
Suspension Alternatives - WC	\$258
Supplemental Instruction	Price per hour
Tutoring (Acceleration/Remediation) - 1:1	\$67
Tutoring (Acceleration/Remediation) - SG	\$129
Tutoring (Acceleration/Remediation) - WC	\$206
Resource Room - 1:1	\$67
Resource Room - SG	\$129
Resource Room - WC	\$206
State Test Prep - 1:1	\$98
State Test Prep - SG	\$155
State Test Prep - WC	\$211
Homework Help - 1:1	\$67
Homework Help - SG	\$129
Homework Help - WC	\$206
Service Enhancements	Price per hour
Curriculum	\$10
AP, College Level, IB	\$20
Assessments (Pre and Post Testing)	\$41
Co Teaching	\$71
Educator Prep Time	\$77
SWD	\$20
Interpreter or Bilingual Educator	\$51
Implementation Fee	10% Of Total Contract

Exhibit B: Summary of Available Services

Summary of Available Services

iTutor will provide the virtual services, outlined on the Order Form, for the number of hours and duration specified. Section delivery will be variable depending on which program is ordered. Program-specific deliverables are outlined below.

iTutor Deliverables

Core Instruction

Credit Recovery

- Credit Recovery entails instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of credit recovery are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

Homebound

- Homebound support is first-time instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of Homebound Services are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

Suspension Alternatives

- The iTutor Virtual Suspension Classroom (VSC) provides a safe and supportive virtual solution for short-term suspensions to limit the amount of lost instructional time and help students transition back into the classroom. A VSC will be created for students who are placed on short-term suspension (up to 5 school days) to continue uninterrupted schooling.

Whole-Class Instruction

- Whole-Class Virtual Instruction in a specific subject area for the purpose of earning credit for seat time in a class. The hour requirements for completion of WCVI are determined by school personnel and iTutor is responsible for fulfilling those requirements. Attendance and progress reporting is crucial to this program so the school can adequately determine students' course completion status.

Supplemental Instruction

Tutoring

- Tutoring is a supplemental service to provide support for students who need extra help, pre-teaching or reinforcing instruction being delivered during the traditional school day. iTutor recommends that schools/districts provide pacing guides, scope and sequence, and/or a syllabus to better support the iTutor educator in planning for tutoring services. Students who come to tutoring typically are attending recurring sessions over several weeks or months.

Homework Help

- Homework Help is supplemental support to give students extra assistance in completing their assignments on a regular basis, where the iTutor educator is responsive to the needs of the students. Students are not expected to attend every session but should attend regularly.

Resource Room

- Resource Room sessions provide extra help to students. It is an opportunity for students to take ownership of their learning by bringing materials they need support with to their Resource Room sessions. Educators prepare extra help material, support students' mastery of IEP goals, and collect data.

State Test Prep

- State Test Prep sessions provide an individualized approach to preparation for state testing based on the needs of the student(s) and the specific test requirements.

Educator Placement

- Part-time program designed where an iTutor Educator serves as the sole provider of content and instruction to a student(s). for a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on the state).
- Full-time program designed where an iTutor Educator serves as the sole provider of content and instruction to a student(s). of a given course. The Educator works in collaboration with various team members within a school and may or may not serve as the teacher of record for the stated course (depending on the state). Educators will follow the corresponding school district calendar, for up to 190 days for a full school year.
- iTutor will recruit, vet, and refer state-certified educator(s) to the district for their review and approval. Such approval for each candidate shall take approximately 3-business days to complete.

Implementation & Staffing

- Additional iTutor support to structure program schedules, coordinate technology, provision student and admin accounts, support onboarding and tech issues, provide ongoing reporting and recruit, validate and assign educators.

Service Enhancements

- Content
 - Included per session when a Customer requests that iTutor provides the content.
 - For custom content and/or creation and collection of asynchronous resource requests that are not included in the iTutor course catalog, thirty (30) days' prep time is required.
- Advanced, Advanced Placement, College Level, IB
 - For sessions delivering advanced instruction.
- Assessments (Pre and Post Testing)
 - Additional pre- or post-testing for sessions.
- Co-Teaching
- Educator Prep Time
- Multilingual Learners (Interpreter or Bilingual Educator)
 - Additional resource for non-English speaking students.
- Students with Disabilities
 - Add-on for sessions that require Students with Disabilities Certified educators.
- Small Group Additional Student
 - Incremental add-on for students above the session size threshold.

All Programs

- Whole class (WCVI) sessions are designed for up to 30 students per session.
- Small group sessions are designed for up to 10 students per session.
- Students enrolled in 1:1 services must be assigned a minimum of 10 hours per subject with 12-18 or more hours showing the deepest impact academically.
- Specific dates and times will be finalized between iTutor and the Customer no later than ten (10) days prior to the date of delivery for each session.
- iTutor will provide a central point of contact for any implementation updates, changes, or escalations.
- iTutor will provide self-paced orientations for students and staff within five (5) business days prior to the first scheduled session delivery.
- Live support is available upon request for assistance with navigating the iLMS or resolving certain technical challenges.

- Content & Curriculum subjects will be limited to ITutor's standard course offerings. Customized requests can be made, but may incur additional time and costs. Not all customized requests will be granted.

Exhibit C: Deliverables and Expectations

Customer Deliverables

- The Customer will provide a minimum of 10 days' notice of the intended session dates, time, and a number of students. Advanced notice of 30 or more days is preferred.
- For Group Services, the Customer will submit a roster of students detailing the subjects/cohorts each student will be enrolled in, using a template provided by iTutor, at least 10 business days prior to the start of services.
- For 1:1 Services Customer will enroll students to submit class assignments via their LMS admin account
- The Customer will provide points of contact for each program purchased who will be the central point of contact for any implementation updates, changes, or escalations.
- Each student will need the following supplies for iTutor sessions: computer, internet connectivity, speaker/microphone (headset with microphone recommended), notebook, and writing utensils.
- The Customer will provide any additional supplemental course/instructional materials or access to Customer technology platforms (e.g. Google Classrooms, LMS) at least ten (10) days prior to delivery.
- During the first class sessions, if students are attending classes on a school site, Customer IT staff will be on-call to help address any technical issues.
- In the event that a student has specific IEP goals or a 504 plan, the program/site will convey all related information, documentation, and mandates through secure channels to iTutor within 10 business days prior to delivery.

Reporting, Utilization, and Scheduling

- iTutor will document and submit attendance reports weekly to the Customer's designated point of contact.
- iTutor will provide monthly session usage reports to the Customer's designated point of contact. Usage reports will detail usage of hours/sessions purchased and remaining.
- Cancellation, Utilization & Expiration will adhere to the policies listed in the Standard Terms & Conditions.
- Requests to change session schedules should be made at least 24 hours in advance. iTutor will work to honor schedule changes but cannot guarantee that all requests will be fulfilled.

iTutor Educator Expectations

- iTutor Educators are highly qualified/certified to deliver instruction relevant to the services purchased.

- iTutor Educators will provide a professional learning environment at all times.
- Every session is recorded. Only enrolled students and iTutor employees can access classroom recordings. Recordings are available within twenty-four (24) hours of session completion.
- iTutor will abide by the iTutor Privacy Policy.
- iTutor is fully accredited by Cognia as a digital learning institute, with the authority to award academic credit, be the teacher of record and deliver whole course instruction in partnership with a local school district.
- In the event a student with an IEP/504 plan is enrolled, the iTutor Educator will progress monitor IEP goals and attend IEP/CSE meetings as needed.

Customer Expectations

- For whole-class instruction, the Customer will provide a classroom facilitator (if students are onsite) and/or teacher of record who will be responsible for managing the classroom environment and granting credit.
- Students have the appropriate computer technology and internet services to access iTutor. Chromebooks and PCs are best, while iPads are not encouraged.
- The Customer will be responsible for any and all recognition and motivational activities to drive student engagement.
- The Customer will ensure that students utilize the virtual orientation content and escalate any questions or tech concerns prior to their first classes whenever possible
- Any and all supplies will be purchased and distributed by the Customer as needed.

iTutor Support

- iTutor Support • iTutor Technology and Customer Support will be available Monday-Friday, from 7 am ET to 8 pm ET by calling 1-888-817-5980 or support@itutor.com.



Westhampton Beach High School
 49 Lilac Road
 Westhampton Beach, NY 11978
 Tel: (631) 288-3800, Fax: (631) 288-4787
www.whbschools.org

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2023, between **Westhampton Beach Union Free School District**, located at **340 Mill Road, Westhampton Beach, NY 11978**, hereinafter the Company, and **Out East Therapy**, hereinafter the Contractor/Consultant, whose mailing address is **130-F Montauk Hwy, East Moriches, NY 11934**

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence July 1, 2023 and terminate June 26, 2024. The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

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

The Contractor/Consultant: **Out East Therapy**
130-F Montauk Highway
East Moriches, NY 11940

2. PAYMENT

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

see attached

3. CONTRACT

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

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

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Data Security / see Attached / IEP (Follow) HIPAA
ADA laws

5. NON-DISCLOSURE

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

6. NON-ASSIGNABILITY

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

7. AMENDMENT

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

8. GOVERNANCE

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

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

Date: 5/11/23

[Signature]
Out East Therapy



Date: _____

 Westhampton Beach UFSD
 By: _____

Out East Therapy of New York for OT, PT, SLP, RN and Psychology Services, PLLC		
PO Box 1312		
Center Moriches, NY 11934		
Tel: (631) 874-0571		
Fax ((631) 878-0527		
Westhampton Beach HS Rate schedule		
Individual Session School Setting:		
Licensed Occupational Therapist/Speech Therapy	\$50	per 30 minutes
Licensed Physical Therapist	\$50	per 30 minutes
Social Work	\$50	per 30 minutes
Vision Services	\$60	per 30 minutes
Certified Occupational/Physical Therapist (COTA/PTA)	\$50	per 30 minutes
Group Session School Setting:		
Occupational Therapist/COTA/ Speech Therapy; Group of 1 student	\$57	per 30 minutes
Occupational Therapist/COTA/ Speech Therapy; Group of 2 students	\$57	per 30 minutes
Occupational Therapist/COTA/ Speech Therapy; Group of 3-5 students	\$59	per 30 minutes
Physical Therapist/PTA; Group of 1 student	\$57	per 30 minutes
Physical Therapist/PTA; Group of 2 students	\$57	per 30 minutes
Physical Therapist/PTA; Group of 3-5 students	\$59	per 30 minutes
Home Services, Private School Services, Teletherapy Services:		
Occupational Therapy; 1:1/SLP	\$65	per 30 minutes
Physical Therapy; 1:1	\$65	per 30 minutes

Tutoring	\$100	per hour
Attendance at CSE/Team Meetings; Consults:		
Occupational Therapy	\$57	per 30 minutes
Physical Therapy	\$57	per 30 minutes
Resource Room:		
Individual/Group of 1 student	\$47	per 30 minutes
Group of 2 students	\$49	per 30 minutes
Group of 3-5 students	\$52	per 30 minutes
SEIT	\$55	per 30 minutes
Teacher's assistant	\$37	per 30 minutes
Teacher's aid or nurse's aid	\$30	per 30 minutes
Collaborative Group	\$75	per 30 minutes
Behavior Intervention:		
ABA Consultant in School	\$57	per 30 minutes
BCBA Consultant in School	\$95	per 30 minutes
FBA/BIP	\$75	per 30 minutes
BCBA in School	\$95	per 30 minutes
ABA School	\$57	per 30 minutes
Handwriting Groups of to 8 children	\$150	per hour
Evaluations:		
Occupational Therapy	\$390	per evaluation

OUT EAST THERAPY OF NEW YORK FOR OT, PT, SLP, RN AND PSYCHOLOGY SERVICES PLLC

**DATA PRIVACY PLAN AND
PARENTS' BILL OF RIGHTS FOR
DATA SECURITY AND PRIVACY**

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, Out East Therapy agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are the provision of an online learning platform by OT, PT, SLP, RN, Special Ed, Psychology services, for the District."
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by securing data with passwords, encryption and offsite cloud storage.
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by locking all file cabinets. Anything on computer is password protected and encrypted as well as backed up offsite. The security of this data will be ensured by password protection, encryption as well as backed up offsite.
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: signed and dated entry into all files by every employee, including owner. Locked files.

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here ____KD__ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
 - b. All subcontractors are provided training re FERPA, HIPPA and confidentiality.

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: training is provided upon signing on with Out East Therapy via written regulations provided to all subs. These must be returned with a signature stating each sub has read and understands all info and must pass a test with 80% or higher.

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, PII is shredded after 7 years. If district requests any information they must do so in writing and it will be sent within 14 days via USPS.

9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.

10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII.
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.

- c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.
11. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
 12. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov.

The District shall publish this contract addendum on its website.



Westhampton Beach High School
 49 Lilac Road
 Westhampton Beach, NY 11978
 Tel: (631) 288-3800, Fax: (631) 288-4787
www.whbschools.org

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 2nd day of May, 2023, between **Westhampton Beach Union Free School District**, located at **340 Mill Road, Westhampton Beach, NY 11978**, hereinafter the Company, and **St. James Tutoring, Inc.**, hereinafter the Contractor/Consultant, whose mailing address is **24 Suite B Bellemeade Avenue, Smithtown, NY 11787**.

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence July 1, 2023 and terminate June 26, 2024. The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

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

The Contractor/Consultant: **St. James Tutoring, Inc.**
403 North Country Road
St. James, NY 11780

2. PAYMENT

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

\$ 55.25 per hour
Fifty Five dollars and Twenty Five cents

3. CONTRACT

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

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

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

provide home instruction or hospital home
instruction for the students of WHB schools

5. NON-DISCLOSURE

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

6. NON-ASSIGNABILITY

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

7. AMENDMENT

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

8. GOVERNANCE

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

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

Date: 5/1/23

Gloria Cuedra


Date: _____

 Westhampton Beach UFSD
 By: _____

Teacher Center of the Western Hamptons
Instructor Contract



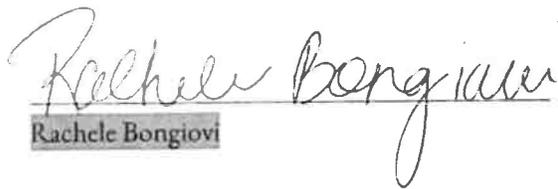
Instructor: Rachele Bongiovi



Course: Integrating Long Island History Into Your Teaching

Course Dates & Times: Online/ 7/10/23-8/7/23

Total Cost: \$1,200


Rachele Bongiovi


Dariah Luciano (TCWH Director)

Suzanne Mensch (BOE President)

MEMORANDUM OF AGREEMENT

AGREEMENT made this ____ day August, 2023, by and between the Chief Executive Officer of the Westhampton Beach UFSD and the President of the Westhampton Beach Teachers' Association.

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

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

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

Westhampton Beach UFSD

Westhampton Beach Teachers Association

Carolyn J. Probst, CEO

John Vahle, President

Varsity Wrestling Assistant Coach

	Step 1	Step 2	Step 3
2023-24	7,299.98	7,527.21	7,754.44

Varsity Basketball Assistant Coach - Girls

	Step 1	Step 2	Step 3
2023-24	7,299.98	7,527.21	7,754.44

Varsity Basketball Assistant Coach - Boys

	Step 1	Step 2	Step 3
2023-24	7,299.98	7,527.21	7,754.44

Varsity Volleyball Assistant Coach - Girls

	Step 1	Step 2	Step 3
2023-24	5,943.40	6,117.30	6,291.18

Varsity Volleyball Assistant Coach - Boys

	Step 1	Step 2	Step 3
2023-24	5,943.40	6,117.30	6,291.18



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

August 21, 2023

A - CERTIFIED STAFF

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

1. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
Emily Isselbacher	Special Education	Students w/ Disabilities 7-12	High School	Step 2G, MA+30	\$69,710	9/5/23	8/31/27
Richard Medina	Foreign Language	Spanish 7-12	High School	Step 7G, MA+30	\$84,046	9/5/23	8/31/26
Joseph McErlean	Science	Earth Science 7-12	High School	Step 13D, MA	\$95,812	9/5/23	8/31/26

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Yolanda Hollander	ES 0.4 FTE Reading/RTI Teacher	Step 3D, MA, \$67,144 (prorated)	9/5/23 - 6/26/24
	ES Title Teacher	4.25 hours, \$30/hour	9/26/23 - 6/7/24
	ES Permanent Substitute	4.25 hours, \$150/day (prorated)	9/5/23 - 9/22/23 and 6/10/24 - 6/26/24
Jakob Restrepo-Bonet	0.8 FTE Physical Education Teacher	Step 1B, BA+15, \$54,524 (prorated)	9/5/23 - 6/30/23
	0.2 FTE Permanent Substitute Teacher	\$150/day (prorated)	
Antonia Obara	MS/HS ENL Leave Replacement Teacher	Step 1D, MA, \$61,409 (prorated)	9/5/23 - 11/21/23
Diana Dautzenberg	ES 0.8 FTE Speech Therapist	Step 3D, MA, \$67,144 (prorated)	9/5/23 - 6/30/24
Amy Demchak-Connell	HS 0.2 FTE Business Management Teacher	\$23,267	9/5/23 - 6/30/24
Danielle Bergh	HS 0.2 FTE Marine Science Teacher	\$12,777	9/5/23 - 6/30/24
Samantha Zegel	HS 0.2 FTE Introduction to Science Research	\$12,599	9/5/23 - 6/30/24
Rebecca Sullivan	HS 0.2 FTE ENL English 11	\$12,599	9/5/23 - 6/30/24
Cynthia Hart	MS 0.2 FTE Grade 6 Writing Support	\$23,267	9/5/23 - 6/30/24
Emily Behr	HS ENL Leave Replacement Teacher	\$150/day	9/19/23 - 11/9/23
	MS Permanent Substitute Teacher	\$150/day	11/13/23 - 6/7/24
Adriana Sedano	HS 0.2 FTE Spanish 2	\$4,693.68	9/5/23 - 11/3/23
Lisa Lagatolla	HS 0.2 FTE Spanish 2	\$5,002.42	9/5/23 - 11/3/23
Monica VanEssendelft	HS 0.2 FTE Spanish 2	\$4,693.68	9/5/23 - 11/3/23
Denizzie Kearns	HS 0.2 FTE Spanish 2	\$4,487.71	9/5/23 - 11/3/23
Richard Medina	HS 0.2 FTE Spanish 3	\$3,017.74	9/5/23 - 11/3/23

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

NAME	POSITION	EFFECTIVE DATE	REASON
Peter DeTore	HS 0.7 FTE Physical Education Teacher/Coach	8/4/23	Resignation
Dana Mester	HS Foreign Language Teacher	8/4/23	Resignation
Dorene Mongiello	MS Science Teacher	8/18/23	Resignation
Marykate Hill	ES/MS Assistant Principal	10/2/23 - 12/22/23	Childcare Leave of Absence

4. Appointment of Substitutes

4.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teachers for the 2023-2024 school year at the Rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Fallon Schmidt	MS Permanent Substitute Teacher	\$150/day
Kristy Gange	ES Permanent Substitute Teacher	\$150/day
Jessica Nicholson	Returning Certified Per Diem Substitute Teacher	\$130/day
Jody Geib	Returning Certified Per Diem Substitute Teacher	\$130/day
Catharine Nobiletti	Returning Proctor	\$130/day
Dale Quinn	Returning Proctor	\$130/day
Susan Rosenberg	Returning Certified Per Diem Substitute Teacher	\$130/day
Bernadette Ryan	Returning Certified Per Diem Substitute Teacher	\$130/day
Elaine Kelsey	Returning Certified Per Diem Substitute Teacher	\$130/day
James Schulz	Returning Certified Per Diem Substitute Teacher	\$130/day
Allan Labbe	Returning Certified Per Diem Substitute Teacher	\$130/day
Katherine Sheehan	Returning Certified Per Diem Substitute Teacher	\$130/day
Deborah LoGelfo	Returning Certified Per Diem Substitute Teacher	\$130/day
Gabriella Thomasch	Returning Certified Per Diem Substitute Teacher	\$130/day
Barbara Mims	Returning Certified Per Diem Substitute Teacher	\$130/day
Zachary Zieniewicz	Returning Certified Per Diem Substitute Teacher	\$130/day

4.2 The following are appointed, conditioned upon fingerprint clearance, as Substitute Nurses for the 2023-2024 school year at the Rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Cathleen Cahill	Nurse Substitute (RN)	\$150/day
Danielle Polanish	Nurse Substitute (LPN)	\$116/day
Rebecca Capatosto	Nurse Substitute (RN)	\$150/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.

Date Submitted to the Board of Education: _____

B - CIVIL SERVICE STAFF

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

1. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATES
Stephanie Sunderman	ES Teacher Aide	\$21,500	9/5/23
Anthony Martino	Director of Facilities III	\$126,075	8/22/23
Gina Noto	ES Monitor	\$15/hour	9/5/23

2. Resolution

RESOLUTION - CREATION OF CIVIL SERVICE TITLE
Director of Facilities III

3. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Sandra Tucci	MS Office Assistant - Provisional	Step 1, \$36,388 (prorated)	9/1/23

4. Appointment of Substitutes

4.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Office Assistants for the 2023-2024 school year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Jane O'Sullivan	Returning Clerical Substitute	\$17.50/hour
Theresa DiResta	Returning Clerical Substitute	\$17.50/hour

4.2 The following are appointed, conditioned upon fingerprint clearance, as Substitute Custodial Workers for the 2023-2024 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Joseph Camelliri	Returning Custodial Worker I Substitute	\$17.50/hour

4.3 The following are appointed, conditioned upon fingerprint clearance, as Substitute Monitors for the 2023-2024 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Thomas Barnes	Returning Monitor Substitute	\$16/hour
Sarah Fabian	Returning Monitor Substitute	\$16/hour

4.4 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teacher Aides for the 2023-2024 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Jane O'Sullivan	Returning Teacher Aide Substitute	\$116/day

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

NAME	POSITION	EFFECTIVE DATE	REASON
Lillian Martin	MS Monitor	3/13/23	Retirement
Anthony Martino	Assistant Plant Facilities Administrator	8/21/23	Resignation
Megan Locantore	HS Office Applications Specialist	4/21/23 - 9/15/23	Medical Leave of Absence Extension
Geraldine Nigg	HS Senior Office Assistant	10/27/23	Retirement

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Frederick Bowman	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Emily Hilbert	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Perry Jacobs	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Emily Ingraffia	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Sandora Mazzella	ES We Care Director	\$22/hour
Gretchen Jellett	Returning Home Tutor	\$30/hour
Dennis Treubig	Returning Home Tutor	\$30/hour
General Education Teachers (District Employees)	Home Tutors, Proctors	\$30/hour
Special Education Teachers (District Employees)	Home Tutors, Proctors	\$30/hour
Melissa Tunstead	Instructional Coordinator - English	\$3,364.61
Dianna Berry Gobler	Instructional Coordinator - Science	\$3,364.61
Shaun Johnson	Instructional Coordinator - Music	\$3,364.61
Monica VanEssendelft	Instructional Coordinator - ENL	\$3,364.61
Joanne Williams	Instructional Coordinator - Special Education	\$3,364.61

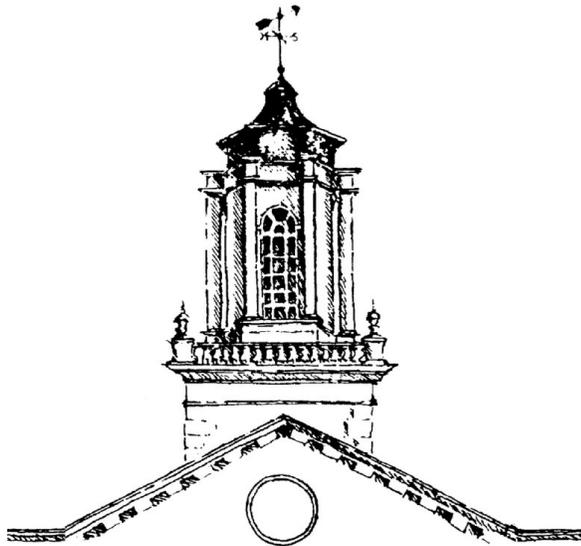
Date Submitted to the Board of Education: _____

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 Coaching Staff**

NAME	SCHOOL	SPORT	SALARY
Louis DiPasquale	High School	Boys Soccer - JV	\$5,500.76
Alexa Bennett-Rosman	High School	Cheerleading - Varsity	\$4,638.78
Lauren Lorifice	High School	Girls Volleyball - JV	\$5,156.95
Fallon Schmidt	Middle School	Girls Soccer - MS	\$4,193.37
Jakob Restrepo-Bonet	High School	Girls Soccer - JV	\$5,500.76

Date Submitted to the Board of Education: _____

WESTHAMPTON BEACH SCHOOL DISTRICT



CODE OF CONDUCT

2023-2024

Deleted: 2022-2023

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INTRODUCTION

The Board of Education is committed to providing a safe and orderly school environment where students may receive and District personnel may deliver quality educational services without disruption or interference. Responsible behavior by students, teachers, other District personnel, parents and other visitors is essential to achieving this goal. The school environment should reflect the ideals of the local community and preserve the positive values of the District and the larger democratic society in which we live.

The District has a long-standing set of expectations for conduct on school property and at school functions. These expectations are based on the principles of civility, mutual respect, citizenship, character, tolerance, honesty and integrity.

All persons on school property must behave in a safe manner. When required by the District during an outbreak of a communicable disease, all persons must wear face coverings and maintain appropriate social distance from others.

The Board recognizes the need to clearly define these expectations for acceptable conduct on school property, identify the possible consequences of unacceptable conduct, and to ensure that discipline, when necessary, is administered promptly and fairly. To this end, the Board adopts this Code of Conduct ("Code").

Unless otherwise indicated, this Code applies to all students, school personnel, parents and other visitors when on school property or attending a school function.

STUDENT RIGHTS AND RESPONSIBILITIES

A. Student Rights

The District is committed to safeguarding the rights given to all students under federal and state law and District policy. In addition, to promote a safe, healthy, orderly and supportive school environment, all District students have the right to:

1. Take part in all District activities on an equal basis regardless of actual or perceived race, weight, color, creed, national origin, ethnic group, religion, religious practice, gender (including gender identity and expression) or sexual orientation or disability.
2. To be respected as an individual and treated fairly and with dignity by other students and school staff.

3. Present their version of the relevant events to school personnel authorized to impose a disciplinary penalty in connection with the imposition of the penalty.
4. Access school policies, regulations and rules and, when necessary, receive an explanation of those rules from school personnel.

B. Student Responsibilities

All District students have the responsibility to:

1. Contribute to maintaining a safe, supportive and orderly school environment that is conducive to learning and to show respect to other persons and to property.
2. Help make school a community free of violence, intimidation, bullying, harassment, and discrimination.
3. Be familiar with and abide by District policies, rules and regulations dealing with student conduct.
4. Attend school every day unless they are legally excused and be in class on time and prepared to learn.
5. Work to the best of their ability in all academic and extracurricular pursuits and strive toward their highest level of achievement possible.
6. React to direction given by teachers, administrators and other school personnel in a respectful, positive manner.
7. Work to develop mechanisms to manage anger.
8. Ask questions when they do not understand.
9. Seek help in solving problems.
10. Dress appropriately for school and school functions.
11. Accept responsibility for their actions.
12. Conduct themselves as representatives of the District when participating in or attending school-sponsored extracurricular events and to hold themselves to the highest standards of conduct, demeanor, and sportsmanship.

ESSENTIAL PARTNERS

A. Parents

All parents are expected to:

1. Recognize that the education of their child(ren) is a joint responsibility of the parents and the school community and

collaborate with the District to optimize their child's educational opportunities.

2. Send their children to school ready to participate and learn.
3. Ensure their children attend school regularly and on time.
4. Ensure absences are excused.
5. Ensure their children are dressed and groomed in a manner consistent with the student dress code.
6. Help their children understand that in a democratic society appropriate rules are required to maintain a safe, orderly environment.
7. Know school rules and help their children understand them so that their children can help create a safe, supportive school environment.
8. Convey to their children a supportive attitude toward education and the District.
9. Build positive, constructive relationships with teachers, other parents and their children's friends.
10. Help their children deal effectively with peer pressure.
11. Inform school officials of changes in the home situation that may affect student conduct or performance.
12. Provide a place for study and ensure homework assignments are completed.

B. Teachers

All District teachers are expected to:

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex, which will strengthen students' self-concept and promote confidence to learn.
2. Be prepared to teach.
3. Demonstrate interest in teaching and concern for student achievement.
4. Know school policies and rules, and enforce them in a fair and consistent manner.
5. Maintain confidentiality in conformity with federal and state law.
6. Communicate to students and parents:
 - a. Course objectives and requirements
 - b. Marking/grading procedures
 - c. Assignment deadlines
 - d. Expectations for students

- e. Classroom discipline plan
- 7. Communicate regularly with students, parents and other teachers concerning growth and achievement.
- 8. Participate in school-wide efforts to provide adequate supervision in all school spaces, in conformity with the Taylor Law.
- 9. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee or any person who is lawfully on school property or at a school function.
- 10. Address personal biases that may prevent equal treatment of all students in the school or classroom setting.

C. Guidance Counselors

- 1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
- 2. Assist students in coping with peer pressure and emerging personal, social and emotional problems.
- 3. Initiate teacher/student/counselor conferences and parent/teacher/student/counselor conferences, as necessary, as a way to resolve problems.
- 4. Regularly review with students their educational progress and career plans.
- 5. Maintain confidentiality in accordance with federal and state law.
- 6. Provide information to assist students with career planning.
- 7. Encourage students to benefit from the curriculum and extracurricular programs.
- 8. Make known to students and families the resources in the community that are available to meet their needs.
- 9. Participate in school-wide efforts to provide adequate supervision in all school spaces.
- 10. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
- 11. Address personal biases that may prevent equal treatment of all students.

D. Other School Personnel

1. Maintain a climate of mutual respect and dignity for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
2. Maintain confidentiality in accordance with federal and state law.
3. Be familiar with the Code of Conduct.
4. Help children understand the District's expectations for maintaining a safe, orderly environment.
5. Participate in school-wide efforts to provide adequate supervision in all school spaces.
6. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
7. Address personal biases that may prevent equal treatment of all students.

E. Principals/Administrators

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
2. Ensure that students and staff have the opportunity to communicate regularly with the principal/administrators and have access to the principal/administrators for redress of grievances.
3. Maintain confidentiality in accordance with federal and state law.
4. Evaluate on a regular basis all instructional programs to ensure infusion of civility education in the curriculum.
5. Support the development of and student participation in appropriate extracurricular activities.
6. Provide support in the development of the Code of Conduct, when called upon. Disseminate the Code of Conduct and antiharassment policies.
7. Be responsible for enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
8. Participate in school-wide efforts to provide adequate supervision in all school spaces.
9. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school

employee, or any person who is lawfully on school property or at a school function.

10. Address personal biases that may prevent equal treatment of all students and staff.

F. The Dignity Act Coordinator

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
2. Oversee and coordinate the work of the District-wide and building-level bullying prevention committees.
3. Identify curricular resources that support infusing civility in classroom instruction and classroom management; and provide guidance to staff as to how to access and implement those resources.
4. Coordinate training in support of bullying prevention.
5. Be responsible for monitoring and reporting on the effectiveness of the District's bullying prevention policy.
6. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
7. Address personal biases that may prevent equal treatment of all students and staff.

G. Superintendent

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
2. Inform the Board about educational trends relating to student discipline.
3. Review with District administrators the policies of the Board of education and state and federal laws relating to school operations and management.
4. Maintain confidentiality in accordance with federal and state law.
5. Work to create instructional programs that minimize incidents of misconduct and are sensitive to student and teacher needs.

6. Work with District administrators in enforcing the Code of Conduct and ensuring that all cases are resolved promptly and fairly.
7. Participate in school-wide efforts to provide adequate supervision in all school spaces.
8. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
9. Address personal biases that may prevent equal treatment of all students and staff.

H. Board of Education

1. Promote a safe, orderly and stimulating school environment, supporting active teaching and learning for all students regardless of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender (including gender identity and expression) or sex.
2. Maintain confidentiality in accordance with federal and state law.
3. Develop and recommend a budget that provides programs and activities that support achievement of the goals of the Code of Conduct.
3. Collaborate with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel to develop a Code of Conduct that clearly defines expectations for the conduct of students, District personnel and visitors on school property and at school functions.
4. Adopt and review at least annually the District's Code of Conduct to evaluate the Code's effectiveness and the fairness and consistency of its implementation.
5. Lead by example by conducting Board meetings in a professional, respectful, courteous manner.
6. Address issues of harassment or any situation that threatens the emotional or physical health or safety of any student, school employee, or any person who is lawfully on school property or at a school function.
7. Address personal biases that may prevent equal treatment of all students and staff.

STUDENT DRESS CODE

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. Students and their parents

have the primary responsibility for acceptable student dress and appearance. Teachers and all other District personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

A student's dress, grooming and appearance must:

1. Be safe, appropriate and not disrupt or interfere with the educational process.
2. Recognize that extremely brief garments are not appropriate.
3. Ensure that under garments are completely covered with outer clothing.
4. Include footwear at all times. Footwear that is a safety hazard will not be allowed.
5. Not include the wearing of hats in the classroom except for a medical or religious purpose.
6. Not include items that are vulgar, obscene, libelous, or denigrate others on account of race, color, religion, creed, national origin, gender, sexual orientation or disability.
7. Not promote and/or endorse the use of alcohol, tobacco or illegal drugs and/or encourage other illegal or violent activities.
8. Not include gang-related clothing or paraphernalia.

Each Building Principal or his/her designee shall be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code will be required to modify their appearance by covering or removing the offending item, and if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so will be subject to discipline, up to and including in-school suspension for the day. Any student who repeatedly fails to comply with the dress code will be subject to further discipline, up to and including out of school suspension.

PROHIBITED STUDENT CONDUCT

The Board of Education expects all students to conduct themselves in an appropriate and civil manner, with proper regard for the rights and welfare of other students, District personnel and other members of the school community, and for the care of school facilities and equipment.

The best discipline is self-imposed, and students must learn to assume and accept responsibility for their own behavior, as well as the consequences of their misbehavior. District personnel who interact with students are expected to use

disciplinary action only when necessary and to place emphasis on educating students so that they may grow in self-discipline.

The Board recognizes the need to make its expectations for student conduct while on school property or engaged in a school function specific and clear. The rules of conduct listed below are intended to do that and focus on safety and respect for the rights and property of others. Students who will not accept responsibility for their own behavior and who violate these school rules will be required to accept the consequences for their conduct.

Students may be subject to disciplinary action, up to and including suspension from school, when they:

A. Engage in conduct that is disorderly. Examples of disorderly conduct include, but are not limited to:

1. Running or otherwise unsafe behavior in hallways.
2. Making unreasonable noise.
3. Using language or gestures that are profane, lewd, vulgar or abusive.
4. Obstructing vehicular or pedestrian traffic or violating parking regulations.
5. Engaging in any willful act which disrupts the normal operation of the school community.
6. Trespassing. Students are not permitted in any school building, other than the one they regularly attend, without permission from the administrator in charge of the building.
7. Computer/electronic communications misuse, including any unauthorized use of computers, software, or internet/intranet account; accessing inappropriate websites; audiotaping or videotaping in the classroom without the prior authorization of the teacher; audiotaping or videotaping any person without his/her affirmative prior consent (exclusive of recordings made for authorized educational or athletic purposes); posting audio or video of any person in school to social media without his/her affirmative prior consent (exclusive of recordings made for authorized educational or athletic purposes); or any other violation of the District's acceptable use policy.

B. Engage in conduct that is insubordinate. Examples of insubordinate conduct include, but are not limited to:

1. Failing to comply with the reasonable directions of teachers, school administrators or other school employees in charge of students or otherwise demonstrating disrespect.
2. Lateness for, missing or leaving school without permission.
3. Skipping detention.

C. Engage in conduct that is disruptive. Examples of disruptive conduct include, but are not limited to:

1. Failing to comply with the reasonable directions of teachers, school administrators or other school personnel in charge of students.
2. Inappropriate sexual contact.
3. Inappropriate physical contact.
4. Display or use of personal electronic devices, such as, but not limited to, cell phones, iPods, digital cameras, and smart watches in a manner that is in violation of District policy.

D. Engage in conduct that is violent. Examples of violent conduct include, but are not limited to:

1. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon a teacher, administrator or other school employee or attempting to do so.
2. Committing an act of violence (such as hitting, kicking, punching, and scratching) upon another student or any other person lawfully on school property or attempting to do so.
3. Possessing a weapon. Authorized law enforcement officials are the only persons permitted to have a weapon in their possession while on school property or at a school function.
4. Displaying what appears to be a weapon.
5. Threatening to use any weapon.
6. Intentionally damaging or destroying the personal property of a student, teacher, administrator, other District employee or any person lawfully on school property, including graffiti or arson.
7. Intentionally damaging or destroying school District property.

E. Engage in any conduct that endangers the safety, physical or mental health or welfare of others. Examples of such conduct include, but are not limited to:

1. Subjecting other students, school personnel or any other person lawfully on school property or attending a school function to

- danger by recklessly engaging in conduct which creates a substantial risk of physical injury.
2. Stealing or attempting to steal the property of other students, school personnel or any other person lawfully on school property or attending a school function.
 3. Defamation, which includes making false or unprivileged statements or representations about an individual or identifiable group of individuals that harm the reputation of the person or the identifiable group by demeaning them.
 4. Discrimination, which includes using race, color, creed, national origin, ethnic group, religion, religious practice, sex, gender (identity and expression), sexual orientation, weight or disability to deny rights, equitable treatment or access to facilities available to others.
 5. Harassment (or Bullying), is the creation of a hostile environment by conduct or threats, intimidation or abuse. (See policy, 0115, Student Harassment and Bullying Prevention and Intervention for a more complete definition.)
 6. Intimidation, which includes engaging in actions or statements that put an individual in fear of bodily harm.
 7. Hazing, which includes an induction, initiation or membership process involving harassment (see policy 0115 for a more complete definition).
 8. Selling, using, distributing or possessing obscene material.
 9. Using vulgar or abusive language, cursing or swearing.
 10. Possession or smoking a cigarette, cigar, pipe, electronic cigarette, or using chewing or smokeless tobacco. Electronic cigarette or e-cigarette means an electronic device that delivers vapor that is inhaled by the user including vaporizers, vapor pipes, vape pens, and any refill, cartridge, or other component of such a device.
 11. Possessing, consuming, selling, offering, manufacturing, distributing or exchanging alcoholic beverages, illegal substances, and/or drugs and/or being under the influence of any of the aforementioned. "Illegal substances" include, but are not limited to, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-alike drugs, and any synthetic version thereof, whether specifically illegal or not, commonly referred to as "designer drugs" which are substances designed and synthesized to mimic the intended effects and usages of, which are chemically substantially similar to, illegal drugs, which may or may not be labeled for human consumption.
 12. Inappropriately using or sharing prescription and over-the-counter drugs.
 13. Gambling.

14. Indecent exposure, that is, exposure to sight of the private parts of the body in a lewd or indecent manner.
15. Initiating a report warning of fire or other catastrophe without valid cause, misuse of 911, or discharging a fire extinguisher.
16. Knowingly making false statements or knowingly submitting false information to school staff during a disciplinary process.
17. Making any threat, verbally or in writing, against any District building, property, or event.

F. Engage in misconduct while on a school bus. It is crucial for students to behave appropriately while riding on District buses, to ensure their safety and that of other passengers and to avoid distracting the bus driver. Students are required to conduct themselves on the bus in a manner consistent with established standards for classroom behavior. Excessive noise, pushing, shoving and fighting will not be tolerated.

G. Engage in any form of academic misconduct. Examples of academic misconduct include, but are not limited to:

1. Plagiarism.
2. Cheating.
3. Copying.
4. Altering records.
5. Assisting another student in any of the above actions.

H. Engage in off-campus misconduct that interferes with, or can reasonably be expected to substantially disrupt the educational process in the school or at a school function. Such misconduct includes, but isn't limited to, threatening or harassing students or school personnel through any means off-campus, including cyberbullying and/or communication on through social media/apps (for a complete definition of harassment, bullying and cyberbullying refer to policy 0115, Student Harassment and Bullying Prevention and Intervention).

REPORTING VIOLATIONS

All students are expected to promptly report violations of the Code of Conduct to a teacher, guidance counselor, the Building Principal or their designee. Any student observing a student possessing a weapon, alcohol or illegal substance on school property or at a school function is expected to report this information immediately to a teacher, the Principal, the Principal's designee or the Superintendent of Schools.

All District staff who are authorized to impose disciplinary sanctions are expected to do so in a prompt, fair and lawful manner. District staff who are not authorized to impose disciplinary sanctions are expected to promptly report violations of the Code of Conduct to their supervisor, who will in turn impose an appropriate disciplinary sanction, if so authorized, or refer the matter to a staff member who is authorized to impose an appropriate sanction.

Any weapon, alcohol or illegal substance found will be confiscated immediately, if possible, followed by notification to the parent of the student involved and the appropriate disciplinary sanction, which may include permanent suspension and referral for prosecution.

DISCIPLINARY PENALTIES, PROCEDURES AND REFERRALS

Discipline is most effective when it deals directly with the problem at the time and place it occurs, and in a way that students view as fair and impartial. School personnel who interact with students are expected to use disciplinary action only when necessary and to place emphasis on the students' ability to grow in self-discipline.

Disciplinary action, when necessary, will be firm, fair and consistent so as to be most effective in changing student behavior. In determining the appropriate disciplinary action, school personnel authorized to impose disciplinary penalties will consider the following:

1. The student's age.
2. The nature of the offense and the circumstances which led to the offense.
3. The student's prior disciplinary record.
4. The effectiveness of other forms of discipline.
5. Information from parents, teachers and/or others, as appropriate.
6. Other extenuating circumstances.

As a general rule, discipline will be progressive. This means that a student's first violation will usually merit a lighter penalty than subsequent violations.

If the conduct of a student is related to a disability or suspected disability, the student will be referred to the Committee on Special Education and discipline, if warranted, will be administered consistent with the separate requirements of this Code of Conduct for disciplining students with a disability or presumed to have a disability. A student identified as having a disability will not be disciplined for behavior related to his/her disability, unless the discipline is consistent with the student's individualized education plan (IEP).

A. Penalties

Students who are found to have violated the District's Code of Conduct may be subject to the following penalties, either alone or in combination, in accordance with state law, Commissioner's Regulations, and building-level procedures approved by the Superintendent of Schools. [When appropriate, a reflective educational component will be incorporated into the response to a disciplinary infraction.](#)

1. Oral warning
2. Written warning
3. Written notification to parent
4. Detention
5. Suspension from transportation
6. Suspension from athletic participation
7. Suspension from social or extracurricular activities
8. Suspension of other privileges
9. In-school suspension
10. Removal from classroom by teacher
11. Short-term suspension from school
12. Long-term (more than five days) suspension from school
13. Permanent suspension from school

B. Procedures

The amount of due process a student is entitled to receive before a penalty is imposed depends on the penalty being imposed. In all cases, regardless of the penalty imposed, the school personnel authorized to impose the penalty must inform the student of the alleged misconduct and must investigate, to the extent necessary, the facts surrounding the alleged misconduct. All students will have an opportunity to present their version of the facts to the school personnel imposing the disciplinary penalty in connection with the imposition of the penalty.

Students who are to be given penalties other than an oral warning, written warning or written notification to their parents are entitled to additional rights before the penalty is imposed. These additional rights are explained below.

1. Detention

After school detention is a penalty for student misconduct in situations where removal from the classroom or suspension would be inappropriate. Detention will

be imposed as a penalty only after the student's parent has been notified to confirm that there is no parental objection to the penalty and the student has appropriate transportation home following detention.

2. Suspension from transportation

If a student does not conduct himself/herself properly on a bus, the bus driver is expected to bring such misconduct to the Principal's attention. Students who become a serious disciplinary problem may have their riding privileges suspended.

In such cases, the student's parent will become responsible for seeing that their child gets to and from school safely. Should the suspension from transportation amount to a suspension from attendance, the District will make appropriate arrangements to provide for the student's education.

A student subjected to a suspension from transportation is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the Principal or the Principal's designee to discuss the conduct and the penalty involved.

3. Suspension from athletic participation, extra-curricular activities and other privileges

A student subjected to a suspension from athletic participation, extracurricular activities or other privileges is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with the District official imposing the suspension to discuss the conduct and the penalty involved.

4. In-school Suspension

The Board recognizes the school must balance the need of students to attend school and the need for order in the classroom to establish an environment conducive to learning. As such, the Board authorizes Principals and the Superintendent to place students who would otherwise be suspended from school as the result of a Code of Conduct violation in "in-school suspension." The in-school suspension teacher will be a certified teacher.

A student subjected to an in-school suspension is not entitled to a full hearing pursuant to Education Law §3214. However, the student and the student's parent will be provided with a reasonable opportunity for an informal conference with

the District official imposing the in-school suspension to discuss the conduct and the penalty involved.

5. Teacher Disciplinary Removal of Disruptive Students

A student's behavior can affect a teacher's ability to teach and can make it difficult for other students in the classroom to learn. In most instances, the classroom teacher can control a student's behavior and maintain or restore control over the classroom by using good classroom management techniques. These techniques may include practices that involve the teacher directing a student to briefly leave the classroom to give the student an opportunity to regain their composure and self-control in an alternative setting. Such practices may include, but are not limited to: (1) short-term "time out" in an elementary classroom or in an administrator's office; (2) sending a student to the Principal's office for the remainder of the class time only; or (3) sending a student to a guidance counselor or other District staff member for counseling.

Time-honored classroom management techniques such as these do not constitute disciplinary removals for purposes of this Code.

On occasion, a student's behavior may become disruptive. For purposes of this Code of Conduct, a disruptive student is a student who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom. A substantial disruption of the educational process or substantial interference with a teacher's authority occurs when a student demonstrates a persistent unwillingness to comply with the teacher's instructions or repeatedly violates the teacher's classroom behavior rules.

A classroom teacher may remove a disruptive student from class for up to two days, defined as two blocks of instructional time to be served consecutively. The removal from class applies to the class of the removing teacher only.

If the disruptive student does not pose a danger or ongoing threat of disruption to the academic process, the teacher must provide the student with an explanation for why they are being removed and an opportunity to explain their version of the relevant events before the student is removed. Only after the informal discussion may a teacher remove a student from class. Students will not be removed under this procedure unless the teacher has taken a series of progressive disciplinary steps (conference with the student, parental contact, etc.)

If the student poses a danger or ongoing threat of disruption, the teacher may order the student to be removed immediately. The teacher must, however, explain to the student why he or she was removed from the classroom and give the student a chance to present their version of the relevant events within 24-hours.

The teacher must complete the District-established disciplinary removal form and meet with the Principal or his or her designee as soon as possible, but no later than the end of the school day, to explain the circumstances of the removal and to present the removal form.

Within 24 hours after the student's removal, the Principal or another administrator designated by the Principal must notify the student's parent, in writing, that the student has been removed from class and why. The notice must also inform the parent that he or she has the right, upon request, to meet informally with the Principal or the Principal's designee to discuss the reasons for the removal.

The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the student's removal at the last known address for the parent. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents.

The Principal may require the teacher who ordered the removal to attend the informal conference.

If at the informal meeting the student denies the charges, the Principal or the Principal's designee must explain why the student was removed and give the student and the student's parents a chance to present the student's version of the relevant events. The informal meeting must be held within 48 hours of the student's removal. The timing of the informal meeting may be extended by mutual agreement of the parent and Principal.

The Principal or the Principal's designee may overturn the removal of the student from class if the Principal finds any one of the following:

2. The charges against the student are not supported by substantial evidence.
2. The student's removal is otherwise in violation of law, including the District's Code of Conduct.
3. The conduct warrants suspension from school pursuant to Education Law §3214 and a suspension will be imposed.

The Principal or his/her designee may overturn a removal at any point between receiving the referral form issued by the teacher and the close of business on the day following the 48-hour period for the informal conference. No student removed from the classroom by the classroom teacher will be permitted to return to the classroom until the Principal makes a final determination, or the period of removal expires, whichever is less.

Any disruptive student removed from the classroom by the classroom teacher will be offered continued educational programming and activities until he or she is permitted to return to the classroom.

Each teacher must keep a complete log for all cases of removal of students from his/her class. The Principal must keep a log of all removals of students from class.

Removal of a student with a disability, under certain circumstances, may constitute a change in the student's placement. Accordingly, no teacher may remove a student with a disability from their class until they have verified with the Principal or the Director of Pupil Personnel Services that the removal will not violate the student's rights under state or federal law or regulation.

6. Suspension from School

Suspension from school is a severe penalty, which may be imposed only upon students who are insubordinate, disorderly, violent or disruptive, or whose conduct otherwise endangers the safety, morals, health or welfare of others.

The Board retains its authority to suspend students, but places primary responsibility for the suspension of students with the Superintendent and the Principals.

All staff members must immediately report and refer a violent student to the Principal or the Superintendent for a violation of the Code of Conduct. All recommendations and referrals will be made in writing unless the conditions underlying the recommendation or referral warrant immediate attention. In such cases a written report is to be prepared as soon as possible by the staff member recommending the suspension. The Superintendent or Principal, upon receiving a recommendation or referral for suspension or when processing a case for suspension, will gather the facts relevant to the matter and record them for subsequent presentation, if necessary.

a. Short term (five days or less) Suspension from School

When the Superintendent or Principal (referred to as the "suspending authority") proposes to suspend a student charged with misconduct for five days or less pursuant to Education Law §3214(3), the suspending authority must immediately notify the student orally. If the student denies the misconduct, the suspending authority must provide an explanation of the basis for the proposed suspension. The suspending authority must also notify the student's parents in writing that the student may be suspended from school. The written notice must be provided by personal delivery, express mail delivery, or some other means that is reasonably calculated to assure receipt of the notice within 24 hours of the decision to

propose suspension at the last known address for the parents. Where possible, notice should also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting the parents.

The notice will provide a description of the charges against the student and the incident for which suspension is proposed and will inform the parents of the right to request an immediate informal conference with the Principal. Both the notice and informal conference will be in the dominant language or mode of communication used by the parents. At the conference, the parents will be permitted to ask questions of complaining witnesses under such procedures as the Principal may establish.

The notice and opportunity for an informal conference will take place before the student is suspended unless the student's presence in school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process. If the student's presence does pose such a danger or threat of disruption, the notice and opportunity for an informal conference will take place as soon after the suspension as is reasonably practicable.

After the conference, the Principal will promptly advise the parents in writing of his or her decision. The Principal will advise the parents that if they are not satisfied with the decision and wish to pursue the matter, they must file a written appeal to the Superintendent within ten (10) business days, unless they can show extraordinary circumstances precluding them from doing so. The Superintendent will issue a written decision regarding the appeal within ten (10) business days of receiving the appeal. If the parents are not satisfied with the Superintendent's decision, they must file a written appeal to the Board of Education with the District Clerk within ten (10) business days of the date of the Superintendent's decision, unless they can show extraordinary circumstances precluding them from doing so. Only final decisions of the Board may be appealed to the Commissioner of Education within thirty (30) days of the decision.

b. Long term (more than five days) Suspension from School

When the Superintendent determines that a suspension for more than five days may be warranted, they must give reasonable notice to the student and the student's parents of their right to a fair hearing. At the hearing, the student will have the right to be represented by counsel, the right to question witnesses against them, and the right to present witnesses and other evidence on their behalf.

The Superintendent will personally hear and determine the proceeding or may, in their discretion, designate a hearing officer to conduct the hearing. The hearing officer will be authorized to administer oaths and to issue subpoenas in

conjunction with the proceeding before them. A record of the hearing will be maintained, but no stenographic transcript will be required. A tape recording will be deemed a satisfactory record. The hearing officer will make findings of fact and recommendations as to the appropriate measure of discipline to the Superintendent. The report of the hearing officer will be advisory only, and the Superintendent may accept all or any part thereof.

An appeal of the decision of the Superintendent may be made to the Board, which will make its decision based solely upon the record before it. All appeals to the Board must be in writing and submitted to the District clerk within thirty (30) days of the date of the Superintendent's decision, unless the parents can show that extraordinary circumstances precluded them from doing so. The Board may adopt in whole or in part the decision of the Superintendent. Final decisions of the Board may be appealed to the Commissioner of Education within thirty (30) days of the decision.

c. Permanent suspension

Permanent suspension is reserved for extraordinary circumstances such as where a student's conduct poses a life-threatening danger to the safety and well-being of other students, school personnel or any other person lawfully on school property or attending a school function.

d. Procedure After Suspension

The Board may condition a student's early return from a suspension on the student's voluntary participation in counseling or specialized classes, such as anger management or dispute resolution. The Board retains discretion in offering this opportunity. If and when the student and/or parent/guardian agrees to this option, the terms and conditions will be specified in writing.

C. Minimum Periods of Suspension

1. Students who bring or possess a weapon on school property

Any student, other than a student with a disability, found guilty of bringing a weapon onto school property will be subject to suspension from school for at least one calendar year. Before being suspended, the student will have an opportunity for a hearing pursuant to Education Law §3214. The Superintendent has the authority to modify the one-year suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the following:

1. The student's age.

2. The student's grade in school.
3. The student's prior disciplinary record.
4. The Superintendent's belief that other forms of discipline may be more effective.
5. Input from parents, teachers and/or others.
6. Other extenuating circumstances.

A student with a disability may be suspended in accordance with the requirements of state and federal law.

2. Students who commit violent acts other than bringing or possessing a weapon on school property

Any student, other than a student with a disability, who is found to have committed a violent act, other than bringing a weapon onto school property, will be subject to suspension from school for at least five days. If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the Superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

3. Students who are repeatedly substantially disruptive of the educational process or repeatedly substantially interferes with the teacher's authority over the classroom

Any student, other than a student with a disability, who repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom will be suspended from school for at least five days. For purposes of this Code of Conduct, "repeatedly is substantially disruptive" means engaging in conduct that results in the student being removed from the classroom by teacher(s) pursuant to Education Law § 3214 (3-a) and this code on four or more occasions during a semester, or three or more occasions during a trimester. If the proposed penalty is the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for an informal conference given to all students subject to a short-term suspension. If the proposed penalty exceeds the minimum five-day suspension, the student and the student's parent will be given the same notice and opportunity for a hearing given to all students subject to a long-term suspension. The Superintendent has the authority to modify the minimum five-day suspension on a case-by-case basis. In deciding whether to modify the penalty, the

Superintendent may consider the same factors considered in modifying a one-year suspension for possessing a weapon.

D. Referrals

1. Counseling

The Guidance Office will handle all referrals of students to counseling.

2. PINS Petitions

The District may file a PINS (person in need of supervision) petition in Family Court on any student under the age of 18 who demonstrates that he or she requires supervision and treatment by:

- a. Being habitually truant and not attending school as required by part one of Article 65 of the Education Law.
- b. Engaging in an ongoing or continual course of conduct which makes the student ungovernable, or habitually disobedient and beyond the lawful control of the school.
- c. Knowingly and unlawfully possesses marijuana in violation of Penal Law § 221.05. A single violation of § 221.05 will be a sufficient basis for filing a PINS petition.

ALTERNATIVE INSTRUCTION

When a student of any age is removed from class by a teacher or a student of compulsory attendance age is suspended from school pursuant to Education Law §3214, the District will take immediate steps to provide alternative means of instruction for the student. The Board of Education expects students, administrators, teachers and parents to make every effort to maintain student academic progress in the event of removal or suspension, and support student re-entry to the classroom at the conclusion of the disciplinary action.

DISCIPLINE OF STUDENTS WITH DISABILITIES

The Board of Education recognizes that it may be necessary to suspend, remove or otherwise discipline students with disabilities who violate the District's student Code of Conduct, and/or to temporarily remove a student with disabilities from their current placement because maintaining the student in that placement is substantially likely to result in injury to the student or to others. The Board also

recognizes that students with disabilities deemed eligible for special education services under the IDEA and Article 89 of New York's Education Law enjoy certain procedural protections that school authorities must observe when they decide to suspend or remove them. Under certain conditions those protections extend, as well, to students not currently deemed to be a student with a disability but determined to be a student presumed to have a disability for discipline purposes.

Therefore, the Board is committed to ensuring that the District follows suspension and removal procedures that are consistent with those protections. The Code of Conduct for students is intended to afford students with disabilities and students presumed to have a disability for discipline purposes the express rights they enjoy under applicable law and regulations.

Definitions

For purposes of this portion of the Code of Conduct, and consistent with applicable law and regulations, the following definitions will apply:

1. *Behavioral intervention plan (BIP)* means a plan that is based on the results of a functional behavioral assessment and that, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs, and intervention strategies that include positive behavioral supports and services to address the behavior.
2. *Controlled substance* means a drug or other substance abuse identified under schedule I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 USC § 812(c)).
3. *Disciplinary change in placement* means a suspension or removal from a student's current educational placement that is either:
 - a. For more than 10 consecutive school days; or
 - b. For a period of 10 consecutive school days or less if the student is subjected to a series of suspensions or removals that constitute a pattern because they cumulate to more than 10 school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of such additional factors as the length of each suspension or removal, the total amount of time the student has been removed and the proximity of the suspensions or removals to one another.
4. *Illegal drug* means a controlled substance, but does not include a controlled substance legally possessed or used under the supervision of a licensed health-care professional, or a substance that is otherwise legally possessed or used under the authority of the Controlled Substances Act or under any other provision of federal law.

5. *Interim alternative educational setting (IAES)* means a temporary educational placement, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. An IAES must allow a student to continue to receive educational services that enable him or her to continue to participate in the general curriculum and progress toward meeting the goals set out in the student's individualized education program; as well as to receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.
6. *Manifestation review* means a review of the relationship between the student's disability and the behavior subject to disciplinary action required when the disciplinary action results in a disciplinary change of placement, and conducted in accordance with requirements set forth later in this policy.
7. *Manifestation team* means a District representative knowledgeable about the student and the interpretation of information about child behavior, the parent, and relevant members of the committee on special education as determined by the parent and the District.
8. *Removal* means a removal of a student with a disability for disciplinary reasons from their current educational placement, other than a suspension; and a change in the placement of a student with a disability to an IAES.
9. *School day* means any day, including a partial day, that students are in attendance at school for instructional purposes.
10. *Serious bodily injury* means bodily injury which involves a substantial risk of death, extreme physical pain, protracted obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.
11. *Student presumed to have a disability for discipline purposes* means a student who, under the conditions set forth later in this policy, the District is deemed to have had knowledge was a student with a disability before the behavior that precipitated the disciplinary action.
12. *Suspension* means a suspension pursuant to §3214 of New York's Education Law.
13. *Weapon* means the same as the term "dangerous weapon" under 18 USC §930(g)(2) which includes a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except a pocket knife with a blade of less than two and one-half inches in length.

Authority of School Personnel to Suspend or Remove Students with Disabilities

The Board, Superintendent of Schools or a Building Principal with authority to suspend students under the Education Law may order the placement of a student

with a disability into an IAES, another setting or suspension for a period not to exceed five (5) consecutive school days.

The Superintendent may, directly or upon the recommendation of a designated hearing officer, order the placement of a student with a disability into an IAES, another setting or suspension for a period not to exceed ten (10) consecutive school days inclusive of any period in which the student has been suspended or removed for the same behavior pursuant to the above paragraph, if the Superintendent determines that the student's behavior warrants the suspension. The Superintendent also may order additional suspensions of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as the suspensions do not constitute a disciplinary change of placement.

In addition, the Superintendent may order the placement of a student with a disability into an IAES, another setting or suspension for a period in excess of ten (10) consecutive school days if the manifestation team determines that the student's behavior was not a manifestation of the student's disability. In such an instance, the Superintendent may discipline the student in the same manner and for the same duration as a non-disabled student.

Furthermore, the Superintendent may, directly or upon the recommendation of a designated hearing officer, order the placement of a student with a disability to an IAES to be determined by the committee on special education for a period of up to forty-five (45) school days if the student either:

1. Carries or possesses a weapon to or at school, on school premises or to a school function, or
2. Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises or at a school function under the District's jurisdiction, or
3. Has inflicted serious bodily injury upon another person while at school, on school premises or at a school function under the District's jurisdiction.

The Superintendent may order the placement of a student with a disability to an IAES under such circumstances, whether or not the student's behavior is a manifestation of the student's disability. However, the committee on special education will determine the IAES.

Procedures for the Suspension or Removal of Students with Disabilities by School Personnel

1. In cases involving the suspension or removal of a student with a disability for a period of five (5) consecutive school days or less, the student's parents or persons in parental relation to the student will be notified of the suspension and given an opportunity for an informal conference in accordance with the same procedures that apply to such short-term suspensions of non-disabled students.
2. The suspension of students with disabilities for a period in excess of five (5) school days will be subject to the same due process procedures applicable to non-disabled students, except that the student disciplinary hearing conducted by the Superintendent or a designated hearing officer shall be bifurcated into a guilt phase and a penalty phase. Upon a finding of guilt, the Superintendent or the designated hearing officer will await notification of the determination by the manifestation team as to whether the student's behavior was a manifestation of their disability. The penalty phase of the hearing may proceed after receipt of that notification. If the manifestation team determined that the behavior was not a manifestation of the student's disability, the student may be disciplined in the same manner as a nondisabled student, except that he or she will continue to receive services as set forth below. However, if the behavior was deemed a manifestation of the student's disability, the hearing will be dismissed, unless the behavior involved concerned weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury, in which case the student may still be placed in an IAES.

Limitation on Authority of School Personnel to Suspend or Remove Students with Disabilities

The imposition of a suspension or removal by authorized school personnel may not result in a disciplinary change of placement of a student with a disability that is based on a pattern of suspensions or removals as set forth above in the *Definitions* section of this policy, unless:

1. The manifestation team determines that the student's behavior was not a manifestation of the student's disability, or
2. The student is removed to an IAES for behavior involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury as set forth above.

School personnel will consider any unique circumstances on a case-by-case basis when determining whether a disciplinary change in placement is appropriate for a student with a disability who violates the District's Code of Conduct.

In addition, school personnel may not suspend or remove a student with a disability in excess of the amount of time that a non-disabled student would be suspended for the same behavior.

Parental Notification of a Disciplinary Change of Placement

The District will provide the parents of a student with a disability notice of any decision to make a removal that constitutes a disciplinary change of placement because of a violation of the student Code of Conduct. Such notice will be accompanied by a copy of the procedural safeguards notice.

Authority of an Impartial Hearing Officer to Remove a Student with a Disability

An impartial hearing officer may order the placement of a student with a disability to an IAES for up to forty-five (45) school days at a time if he or she determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others. This authority applies whether or not the student's behavior is a manifestation of the student's disability.

Manifestation Review

A review of the relationship between a student's disability and the behavior subject to disciplinary action to determine if the conduct is a manifestation of the student's disability will be made by the manifestation team immediately, if possible, but in no case later than ten (10) school days after a decision is made by:

1. The Superintendent to change the placement of a student to an IAES;
2. An impartial hearing officer to place a student in an IAES; or
3. The Board, the Superintendent, or Building Principal to impose a suspension that constitutes a disciplinary change in placement.

The manifestation team must determine that the student's conduct was a manifestation of the student's disability if it concludes that the conduct in question was either:

1. Caused by or had a direct or substantial relationship to the student's disability, or
2. The direct result of the District's failure to implement the student's individualized education program.

The manifestation team must base its determination on a review of all relevant information in the student's file including the student's individualized education

program, any teacher observations, and any relevant information provided by the parents.

If the manifestation team determines that the student's conduct is a manifestation of the student's disability, the District will:

1. Have the committee on special education conduct a functional behavioral assessment of the student and implement a behavioral intervention plan, unless the District had already done so prior to the behavior that resulted in the disciplinary change of placement occurred. However, if the student already has a behavioral intervention plan, the CSE will review the plan and its implementation, and modify it as necessary to address the behavior.
2. Return the student to the placement from which he or she was removed, unless the change in placement was to an IAES for conduct involving weapons, illegal drugs or controlled substances or the infliction of serious bodily injury, or the parents and the District agree to a change in placement as part of the modification of the behavioral intervention plan.

If the manifestation team determines that the conduct in question was the direct result of the District's failure to implement the student's individualized education program, the District will take immediate steps to remedy those deficiencies.

Services for Students with Disabilities during Periods of Suspension or Removal

Students with disabilities who are suspended or removed from their current educational setting in accordance with the provisions of this policy and applicable law and regulation will continue to receive services as follows:

1. During suspensions or removals of up to ten (10) school days in a school year that do not constitute a disciplinary change in placement, the District will provide alternative instruction to students with disabilities of compulsory attendance age on the same basis as nondisabled students. Students with disabilities who are not of compulsory attendance age will receive services during such periods of suspension or removal only to the same extent as non-disabled students of the same age would if similarly suspended.
2. During subsequent suspensions or removals of up to ten (10) school days that in the aggregate total more than ten (10) school days in a school year but do not constitute a disciplinary change in placement, the District will provide students with disabilities services necessary to enable them to continue to participate in the general education curriculum and to progress toward meeting the goals set out in their respective individualized education program. School personnel, in consultation with at least one of the student's teachers, will determine the extent to which services are

needed to comply with this requirement. In addition, during such periods of suspension or removal the District will also provide students with disabilities services necessary for them to receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

3. During suspensions or removals in excess of ten (10) school days in a school year that constitute a disciplinary change in placement, including placement in an IAES for behavior involving weapons, illegal drugs or controlled substances, or the infliction of serious bodily injury, the District will provide students with disabilities services necessary to enable them to continue to participate in the general curriculum, to progress toward meeting the goals set out in their respective individualized education program, and to receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications designed to address the behavior violation so it does not recur. In such an instance, the committee on special education will determine the appropriate services to be provided.

Students Presumed to Have a Disability for Discipline Purposes

The parent of a student who is facing disciplinary action but who was not identified as a student with a disability at the time of misconduct has the right to invoke any of the protections set forth in this policy in accordance with applicable law and regulations, if the District is deemed to have had knowledge that the student was a student with a disability before the behavior precipitating disciplinary action occurred and the student is therefore a student presumed to have a disability for discipline purposes.

If it is claimed that the District had such knowledge, it will be the responsibility of the Superintendent, Building Principal or other authorized school official imposing the suspension or removal in question for determining whether the student is a student presumed to have a disability for discipline purposes. The District will be deemed to have had such knowledge if:

1. The student's parent expressed concern in writing to supervisory or administrative personnel, or to a teacher of the student that the student is in need of special education. Such expression may be oral if the parent does not know how to write or has a disability that prevents a written statement; or
2. The student's parent has requested an evaluation of the student; or
3. A teacher of the student or other school personnel has expressed specific concerns about a pattern of behavior demonstrated by the student,

directly to the District's Director of Special Education or other supervisory personnel.

Nonetheless, a student will not be considered a student presumed to have a disability for discipline purposes if notwithstanding the District's receipt of information supporting a claim that it had knowledge the student has a disability:

1. The student's parent has not allowed an evaluation of the student; or
2. The student's parent has refused services; or
3. The District conducted an evaluation of the student and determined that the student is not a student with a disability.

If there is no basis for knowledge that the student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to the same disciplinary measures as any other non-disabled student who engaged in comparable behaviors. However, if the District receives a request for an individual evaluation while the student is subjected to a disciplinary removal, the District will conduct an expedited evaluation of the student in accordance with applicable law and regulations. Until the expedited evaluation is completed, the student will remain in the educational placement determined by the District which can include suspension.

Expedited Due Process Hearings

The District will arrange for an expedited due process hearing upon receipt of or filing of a due process complaint notice for such a hearing by:

1. The District to obtain an order of an impartial hearing officer placing a student with a disability in an IAES where school personnel maintain that it is dangerous for the student to be in their current educational placement;
2. The District during the pendency of due process hearings where school personnel maintain that it is dangerous for the student to be in their current educational placement during such proceedings;
3. The student's parent regarding a determination that the student's behavior was not a manifestation of the student's disability; or
4. The student's parent relating to any decision regarding placement, including but not limited to any decision to place the student in an IAES.

The District will arrange for, and an impartial hearing officer will conduct, an expedited due process hearing in accordance with the procedures established in Commissioner's regulations. Those procedures include but are not limited to convening a resolution meeting, and initiating and completing the hearing within the timelines specified in those regulations.

When an expedited due process hearing has been requested because of a disciplinary change in placement, a manifestation determination, or because the District believes that maintaining the student in the current placement is likely to result in injury to the student or others, the student will remain in the IAES pending the decision of the impartial hearing officer or until the expiration of the period of removal, whichever occurs first unless the student's parent and the District agree otherwise.

Referral to Law Enforcement and Judicial Authorities

Consistent with its authority under applicable law and regulations, the District will report a crime committed by a student with a disability to appropriate law enforcement and judicial authorities. In such an instance, the Superintendent will ensure that copies of the special education and disciplinary records of the student are transmitted for consideration to the appropriate authorities to whom the crime is reported, to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act (FERPA).

CORPORAL PUNISHMENT

Corporal punishment is any act of physical force upon a student for the purpose of punishing that student. Corporal punishment of any student by any District employee is strictly forbidden.

However, in situations where alternative procedures and methods that do not involve the use of physical force cannot reasonably be used, reasonable physical force may be used to:

1. Protect oneself, another student, teacher or any person from physical injury.
2. Protect the property of the school or others.
3. Restrain or remove a student whose behavior interferes with the orderly exercise and performance of school District functions, powers and duties, if that student has refused to refrain from further disruptive acts.

The District will file all complaints about the use of corporal punishment with the Commissioner of Education in accordance with Commissioner's regulations.

STUDENT SEARCHES AND INTERROGATIONS

The Board of Education is committed to ensuring an atmosphere on school property and at school functions that is safe and orderly. To achieve this kind of

environment, any school official authorized to impose a disciplinary penalty on a student may question a student about an alleged violation of law or the District Code of Conduct. Students are not entitled to any sort of "Miranda"-type warning before being questioned by school officials, nor are school officials required to contact a student's parent before questioning the student. However, school officials will tell all students why they are being questioned.

The Board authorizes the Superintendent of Schools, Building Principals, and their designees to conduct searches of students and their belongings, in most instances, with exceptions set forth below in A. and B., if the authorized school official has reasonable suspicion to believe that the search will result in evidence that the student violated the law or the District Code of Conduct.

An authorized school official may conduct a search of a student's belongings that is minimally intrusive, such as touching the outside of a book bag, without reasonable suspicion, so long as the school official has a legitimate reason for the very limited search.

An authorized school official may search a student or the student's belongings based upon information received from a reliable informant. Individuals, other than the District employees, will be considered reliable informants if they have previously supplied information that was accurate and verified, or they make an admission against their own interest, or they provide the same information that is received independently from other sources, or they appear to be credible and the information they are communicating relates to an immediate threat to safety. District employees will be considered reliable informants unless they are known to have previously supplied information that they knew was not accurate.

Before searching a student or the student's belongings, the authorized school official should attempt to get the student to admit that he or she possesses physical evidence that they violated the law or the District Code, or get the student to voluntarily consent to the search. Searches will be limited to the extent necessary to locate the evidence sought.

Whenever practicable, searches will be conducted in the privacy of administrative offices and students will be present when their possessions are being searched.

A. Student Lockers, Desks and other School Storage Places

The rules in this Code of Conduct regarding searches of students and their belongings do not apply to student lockers, desks and other school storage places. Students have no reasonable expectation of privacy with respect to these places and school officials retain complete control over them. This means that student lockers, desks and other school storage places may be subject to search at any

time by school officials, without prior notice to students and without their consent.

B. Strip searches

The Board of Education believes that intrusive searches, which require a student to remove any/or all clothing, to be a law enforcement duty conducted by police personnel in accordance with the law. District personnel will support such duty by providing information as may be required for the police and detaining the student in a secure area until such time that the police can remove the student from the school premises.

C. Treatment of Cell Phones

Teachers and administrators are authorized to confiscate student cell phones that are being used in violation of the Code of Conduct or school rules. Teachers and administrators are permitted to look at the screen of the cell phone and can request the student's cooperation to search the cell phone further. Without a student's permission, teachers and administrators should not undertake a more extensive search until conferring with the Superintendent or school attorney for guidance.

D. Documentation of Searches

The authorized school official conducting the search will be responsible for promptly recording the following information about each search:

1. Name, age and grade of student searched.
2. Reasons for the search.
3. Name of any informant(s).
4. Purpose of search (that is, what item(s) were being sought).
5. Type and scope of search.
6. Person conducting search and their title and position.
7. Witnesses, if any, to the search.
8. Time and location of search.
9. Results of search (that is, what items(s) were found).
10. Disposition of items found.
11. Time, manner and results of parental notification.

The Principal or the Principal's designee will be responsible for the custody, control and disposition of any illegal or dangerous item taken from a student. The Principal or their designee shall clearly label each item taken from the student and retain control of the item(s), until the item is turned over to the police. The

Principal or their designee will be responsible for personally delivering dangerous or illegal items to police authorities.

E. Police Involvement in Searches and Interrogations of Students

District officials are committed to cooperating with police officials and other law enforcement authorities to maintain a safe school environment. Police officials, however, have limited authority to interview or search students in schools or at school functions, or to use school facilities in connection with police work. Police officials may enter school property or a school function to question or search a student or to conduct a formal investigation involving students only if they have:

1. A search or an arrest warrant; or
2. Probable cause to believe a crime has been committed on school property or at a school function.

Before police officials are permitted to question or search any student, the Principal or their designee will first try to notify the student's parent to give the parent the opportunity to be present during the police questioning or search. If the student's parent cannot be contacted prior to the police questioning or search, the questioning or search will not be conducted, unless the student is 16 years of age or older. The Principal or designee will also be present during any police questioning or search of a student on school property or at a school function.

Students who are questioned by police officials on school property or at a school function will be afforded the same rights they have outside the school.

This means:

1. They must be informed of their legal rights.
2. They may remain silent if they so desire.
3. They may request the presence of an attorney.

F. Child Protective Services Investigations

Consistent with the District's commitment to keep students safe from harm and the obligation of school officials to report to child protective services when they have reasonable cause to suspect that a student has been abused or maltreated, the District will cooperate with local child protective services workers who wish to conduct interviews of students on school property relating to allegations of suspected child abuse, and/or neglect, or custody investigations.

All requests by child protective services to interview a student on school property will be made directly to Principal or their designee. The Principal or designee will

set the time and place of the interview. The Principal or designee will decide if it is necessary and appropriate for a school official to be present during the interview, depending on the age of the student being interviewed and the nature of the allegations. If the nature of the allegations is such that it may be necessary for the student to remove any of their clothing in order for the child protective services worker to verify the allegations, the school nurse or other District medical personnel must be present during that portion of the interview. No student may be required to remove their clothing in front of a child protective services worker or school district official of the opposite sex.

A child protective services worker may not remove a student from school property without a court order, unless the worker reasonably believes that the student would be subject to danger of abuse if not he or she were not removed from school before a court order can reasonably be obtained. If the worker believes the student would be subject to danger of abuse, the worker may remove the student without a court order and without the parent's consent.

VISITORS TO THE SCHOOLS

The Board recognizes that the success of the school program depends, in part, on support by the larger community. The Board wishes to foster a positive climate where members of the community have the opportunity to observe the hard work and accomplishments of the students, teachers and other staff. Since schools are a place of work and learning, however, certain limits must be set for such visits. The Principal or their designee is responsible for all persons in the building and on the grounds. For these reasons, the following rules apply to visitors to the schools:

1. Anyone who is not a regular staff member or student of the school will be considered a visitor.
2. All visitors to the school must enter through the designated single point of entry and report to the office of the Principal upon arrival at the school. There they will be required to present photo identification, sign the visitor's register and will be issued a visitor's identification badge, which must be worn at all times while in the school or on school grounds. The visitor must return the identification badge to the Principal's office before leaving the building.
3. Visitors attending school functions that are open to the public after regular school hours, such as parent-teacher organization meetings or public gatherings, are not required to register.
4. Teachers are not expected to take class time to discuss individual matters with visitors.

5. Any unauthorized person on school property will be reported to the Principal or their designee. Unauthorized persons will be asked to leave. The police may be called if the situation warrants.
6. All visitors are expected to abide by the rules for public conduct on school property contained in this Code of Conduct.

PUBLIC CONDUCT ON SCHOOL PROPERTY

The District is committed to providing an orderly, respectful environment that is conducive to learning. To create and maintain this kind of an environment, it is necessary to regulate public conduct on school property and at school functions. For purposes of this section of the Code, “public” will mean all persons when on school property or attending a school function including students, teachers and District personnel.

The restrictions on public conduct on school property and at school functions contained in this Code are not intended to limit freedom of speech or peaceful assembly. The District recognizes that free inquiry and free expression are indispensable to the objectives of the District. The purpose of this Code is to maintain public order and prevent abuse of the rights of others.

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. In addition, all persons on school property or attending a school function are expected to be properly attired for the purpose they are on school property.

A. Prohibited Conduct

No person, either alone or with others, will:

1. Intentionally injure any person or threaten to do so.
2. Intentionally damage or destroy school District property or the personal property of a teacher, administrator, other District employee or any person lawfully on school property, including graffiti or arson.
3. Disrupt the orderly conduct of classes, school programs or other school activities.
4. Distribute or wear materials on school grounds or at school functions that are obscene, advocate illegal action, appear libelous, obstruct the rights of others, or are disruptive to the school program.
5. Intimidate, harass or discriminate against any person on the basis of actual or perceived race, creed, color, weight, national origin,

- ethnic group, religion, religious practice, disability, sex, sexual orientation, or gender (including gender identity and expression).
6. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed.
 7. Obstruct the free movement of any person in any place to which this code applies.
 8. Violate the traffic laws, parking regulations or other restrictions on vehicles.
 9. Possess, consume, sell, offer, manufacture, distribute or exchange alcoholic beverages, controlled or illegal substances or any synthetic versions (whether or not specifically illegal or labeled for human consumption), or be under the influence of either on school property or at a school function.
 10. Possess or use weapons in or on school property or at a school function, except in the case of law enforcement officers or except as specifically authorized by the school District.
 11. Loiter on or about school property.
 12. Gamble on school property or at school functions.
 13. Refuse to comply with any reasonable order of identifiable school District officials performing their duties.
 14. Willfully incite others to commit any of the acts prohibited by this code.
 15. Violate any federal or state statute, local ordinance or Board policy while on school property or while at a school function.
 16. Smoke a cigarette, cigar, pipe, electronic cigarette, or use chewing or smokeless tobacco. Electronic cigarette or ecigarette means an electronic device that delivers vapor that is inhaled by the user including vaporizers, vapor pipes, vape pens, and any refill, cartridge, or other component of such a device.

B. Penalties

Persons who violate this Code shall be subject to the following penalties:

1. *Visitors:* Their authorization, if any, to remain on school grounds or at the school function will be withdrawn and they shall be directed to leave the premises. If they refuse to leave, they will be subject to ejection.
2. *Students:* They will be subject to disciplinary action as the facts may warrant, in accordance with the due process requirements.
3. *Tenured faculty members:* They will be subject to disciplinary action as the facts may warrant in accordance with Education Law § 3020-a or any other legal rights that they may have.

4. *Staff members in the classified service of the civil service entitled to the protection of Civil Service Law § 75:* They will be subject to immediate ejection and to disciplinary action as the facts may warrant in accordance with Civil Service Law § 75 or any other legal rights that they may have.
5. *Staff members other than those described in subdivisions 3 and 4:* They will be subject to warning, reprimand, suspension or dismissal as the facts may warrant in accordance with any legal rights they may have.

C. Enforcement

The Principal or their designee will be responsible for enforcing the conduct required by this Code.

When the Principal or their designee sees an individual engaged in prohibited conduct, which in their judgment does not pose any immediate threat of injury to persons or property, the Principal or designee will tell the individual that the conduct is prohibited and attempt to persuade the individual to stop. The Principal or designee will also warn the individual of the consequences for failing to stop. If the person refuses to stop engaging in the prohibited conduct, or if the person's conduct poses an immediate threat of injury to persons or property, the Principal or designee will have the individual removed immediately from school property or the school function. If necessary, local law enforcement authorities will be contacted to assist in removing the person.

The District will initiate disciplinary action against any student or staff member, as appropriate, with the "Penalties" section above. In addition, the District reserves its right to pursue a civil or criminal legal action against any person violating the Code.

DEFINITIONS

For purposes of this Code, the following definitions apply:

- **"Disruptive student"** means an elementary or secondary student under the age of 21 who is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom.
- **"Gender"** means actual or perceived sex and will include a person's gender identity or expression.

- **"Gender expression"** is the manner in which a person represents or expresses gender to others, often through behavior, clothing, hairstyle, activities, voice or mannerisms.
- **"Gender identity"** is one's self-conception as being male or female, as distinguished from actual biological sex or sex assigned at birth.
- **"Parent"** means parent, guardian or person in parental relation to a student.
- **"School property"** means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school, or in or on a school bus, as defined in Vehicle and Traffic Law §142.
- **"School function"** means any school-sponsored extra-curricular event or activity.
- **"Sexual orientation"** means actual or perceived heterosexuality, homosexuality or bisexuality.
- **"Violent student"** means a student under the age of 21 who:
 1. Commits an act of violence upon a school employee, or attempts to do so.
 2. Commits, while on school property or at a school function, an act of violence upon another student or any other person lawfully on school property or at the school function, or attempts to do so.
 3. Possess, while on school property or at a school function, a weapon.
 4. Displays, while on school property or at a school function, what appears to be a weapon, such as a gun, knife, explosive or incendiary device, or other dangerous instrument capable of causing physical injury or death.
 5. Threatens, while on school property or at a school function, to use a weapon.
 6. Knowingly and intentionally damages or destroys the personal property of any school employee or any person lawfully on school property or at a school function.
 7. Knowingly and intentionally damages or destroys school District property.
- **"Weapon"** means a firearm as defined in 18 USC §921 for purposes of the Gun-Free Schools Act. It also means any other gun, BB gun, pistol,

revolver, shotgun, rifle, machine gun, disguised gun, dagger, dirk, razor, stiletto, switchblade knife, gravity knife, brass knuckles, sling shot, metal knuckle knife, box cutters, cane sword, electronic dart gun, Kung Fu star, electronic stun gun, pepper spray or other noxious spray, explosive or incendiary bomb, or other device, instrument, material or substance that can cause physical injury or death when used to cause physical injury or death. *(Exception may be made to the prohibitions set forth in this policy for instruments distributed by teachers for use in lab activities, artifacts utilized in an instructional unit, or props used in theatrical productions with the prior approval of the Building Principal.)*

ADDENDA TO THE CODE OF CONDUCT

ATTENDANCE POLICY

The Board of Education recognizes that regular school attendance is a major component of academic success. To maintain academic standards, encourage academic progress and ensure student participation in the school experience the Board of Education, in concert with section 104.1 of the Commissioner's Regulations, established an attendance policy for the District's schools. Through implementation of this policy the Board expects to reduce unexcused absences, tardiness and early departure; encourage full attendance by all students; maintain adequate attendance records; and develop effective intervention strategies to improve student attendance. The attendance policy requires that students in high school level, credit-bearing courses attend 90 percent of class sessions in order to receive credit.

For more information on the District's comprehensive attendance policy, please see Board of Education Policy #5100, which is available on the District's website and in the main office of each school building.

ELIGIBILITY POLICY FOR EXTRACURRICULAR ACTIVITIES

Philosophy

A sound educational philosophy provides for academic learning as a District's first priority, but also recognizes the important role played by extracurricular activities in the development of a student's character and responsibility.

While extracurricular activities are vitally important to student development, it must be recognized that participation in extracurricular activities is a **privilege** and not a right.

Therefore, all participants in extracurricular activities must maintain a passing level of academic performance as well as appropriate school deportment.

Extracurricular

Extracurricular activities include, but are not necessarily limited to, interscholastic athletic teams; school thespian activities; student government; and clubs.

Academics

1. Students failing two (2) or more subjects as reported within a progress report or a report card will be placed on academic probation.
2. A student placed on academic probation will be subject to undertaking a five (5) week probationary period during which the student will remain eligible to participate in extracurricular activities. An Academic Support Plan will be developed. A letter will be sent home to parents of students placed on academic probation. The student will be offered the following opportunities to supplement their academic shortcomings/weakness: (a) extra help sessions (b) after school tutoring/mentoring (c) guidance support. If the student does not comply with the aforementioned academic support plan, they will immediately lose their eligibility for extracurricular activities.
3. Following the five (5) week probationary period, if a student continues to fail any two (2) or more subjects as indicated on the progress report or report card, they will become ineligible to participate in extracurricular activities. In this event the student is to be permitted to continue to participate in any practice sessions, as applicable to the extracurricular activity, but is not to be permitted to participate in any contest or performance involving the extracurricular activity. A student is to be permitted to apply for relief to the Appeals Committee should they seek to gain relief from the ineligibility imposed.
4. Following the five weeks of ineligibility imposed subsequent to the five-week probationary period, a student is to be prohibited from any and all extracurricular activity.
5. Students with two (2) or more failures on the JUNE report card will be placed on a five (5) week probationary period at the beginning of the fall semester.

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Additional Eligibility for Participation

1. Students, unless excused by physical education teacher or coinciding subject teacher, must be present and participating in all of their classes to be eligible to practice or play in activities that day.
2. Students must be in school on time and attending all their classes, in order to participate in any extracurricular activity. Coaches and club advisors will be responsible for the daily monitoring of their student athletes. (Doctor appointments and/or extenuating circumstances will be reviewed by Athletic Director or School Administrator).
3. A student's eligibility to participate may be suspended or revoked for excessive absences from practices, games, or other activities.

4. A coach or advisor may add additional eligibility requirements when approval is given by the Athletic Director or School Administrator (i.e. Team and club rules and regulations).
5. An activity begins with the first meeting and ends with its last function. To be eligible for awards, a student must finish the activity in good standing. This evaluation is based on the student's performance throughout the entire season.

Student Behavior and Eligibility for Participation

1. Students may not practice, compete, or participate on a day in which they are serving ISS/OSS. Continuous ISS/OSS infractions may result in students becoming ineligible for extracurricular activities.
2. Any student who receives a five-day out of school suspension (OSS) will adhere to the following return-to-extracurricular eligibility protocol:
 - a. Upon return from a student's first five-day OSS within a school calendar year, the student will not participate in any extracurricular activity (practice, competition, meetings performance) on the day of return to school. The student will serve an afterschool detention, during which time the student will complete a reflective exercise as assigned by the building administrator. The student may resume extracurricular participation the following day (day two after suspension) upon satisfactory completion of the reflective exercise.
 - b. A student who receives a second five-day OSS within a school calendar year will be suspended from extracurricular participation (practice, competition, meetings, performances) for an additional five school days upon return to school. During this time, the student will complete a reflective exercise as assigned by the building administrator.
 - c. A student who receives a third five-day OSS within a school calendar year will be suspended from extracurricular participation (practice, competition, meetings, performances) for an additional five school days upon return to school. During this time, the student will complete a reflective exercise as assigned by the building administrator. The student will be referred to the Eligibility Committee for possible removal from team/activity participation.

Extracurricular Code of Behavior

Students who participate in any school sponsored activity are to recognize that they have an obligation to themselves, to their school, to their coparticipants, and to the community. It is expected that participation in our programs will enable students to value their learning experience, to instill self-discipline and self-control, and to exercise mature behavior and judgment.

The Westhampton Beach School District expects that it is the responsibility of our students to adhere to the following standards, both as representatives of the school, and as members of the community:

1. NO use of tobacco
2. NO use of any form of alcoholic beverages
3. NO use of drugs in any form unless prescribed by a physician
4. NO selling or possession of any of the above substances
5. NO illegal activities of any kind (theft, assault, DWI, possession of illegal substances, etc.)
6. NO participation in any activities which may be considered as detrimental to the school community or the community at large.

When violations of the code of behavior become known to school authorities, the student(s) will be subject to the following procedures:

1. The student(s) and their representative(s) (parent, coach, advisor) will be afforded an opportunity to respond to the alleged violation. However, suspension or permanent exclusion from participation in extracurricular activities does not require a full hearing pursuant to Education Law §3214.
2. When a student violates these standards, the Athletic Director, School Administrator and/or Superintendent will investigate the alleged violation. After the investigation of an alleged violation, if the student is found guilty of one or more of the violations listed above, the student will be suspended or permanently excluded from their extracurricular activity. In addition, students may be suspended from games, scrimmages, tournaments, club meetings, and plays for infractions of other school policies.
3. Recognizing that certain misconduct, even if occurring off school premises or during non-school hours, may represent a breach of the standards adopted by the school district on the matter of the privilege of participation in athletics or extracurricular activities and may impact upon the appropriateness of the student's participation in school activities it is determined that such misconduct may form the basis for the suspension or termination of the student's entitlement to participate in athletic or extracurricular activities.

Students may be required to undertake counseling as a condition of their remaining as members of a team or as a participant in an extracurricular activity or in conjunction with a dismissal from a team or termination from participation in an extracurricular activity.

Coaches and Club Advisors will be entitled to exercise discretion related to participation for infractions against team standards of behavior and attitude.

This policy is in addition to and in conjunction with the Code of Conduct.

Eligibility Committee

The Appeals Committee will be comprised of the Athletic Director, a Building Administrator, and a Teacher/Guidance Counselor.

Accountability/Enforcement

Guidance counselors, administrators, parents, coaches, and advisors, are expected to provide an accountable and significant role in an ongoing monitoring of student performance, both academic and behavioral, in order that the "Philosophy" set forth above can represent a meaningful and viable code under which the district's students may conduct themselves in both their academic and behavioral modes.

HAZING

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board recognizes that hazing, and initiation activities that involve hazing, are abusive, illegal, and detrimental to students. These behaviors interfere with the mission of the District to educate its students in an atmosphere of dignity, civility, and respect.

To this end, the Board condemns and strictly prohibits all forms of hazing on school grounds, school buses and at all school-sponsored activities, programs and events. Hazing that takes place at locations outside of school grounds which can be reasonably expected to materially and substantially interfere with the requirements of appropriate discipline in the operation of the school or impinge on the rights of other students is prohibited, and may be subject to disciplinary consequences.

General Policy Statements

- A. No student, teacher, coach, administrator, volunteer, contractor or other employee of the district will permit, condone or tolerate hazing.
- B. No student, teacher, coach, administrator, volunteer, contractor or other employee of the District will plan, direct, encourage, aid or engage in hazing.
- C. The District strictly prohibits students from engaging individually or collectively in any form of hazing or related initiation activity on school property, in connection with any school activity or involving any person associated with the school, regardless of where it occurs.
- D. Consistent with the District's Code of Student Conduct, any student who participates in hazing or related initiation activity will face immediate disciplinary action, up to and including suspension, expulsion, exclusion and loss of the privilege of participation in extracurricular activities.

- E. Students who participate in hazing may also be referred to appropriate law enforcement authorities and may face subsequent prosecution.
- F. Consent is no defense to a charge of hazing. Apparent permission or consent by a person being hazed does not lessen the prohibitions or penalties contained herein.
- G. This policy applies to behavior that occurs on or off school property, and before, during, and after school hours.

Reporting Requirements

- A. Any person who believes they have been the victim of hazing, or any person with knowledge or belief of conduct which may constitute hazing, will report the alleged acts immediately to a teacher, building principal, District compliance officer or the Superintendent.
- B. Teachers, coaches, administrators, paraprofessionals, volunteers, contractors and other employees of the District will be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute hazing, will inform the building principal or Superintendent immediately.
- C. Submission of a good faith complaint or report of hazing will not affect the complainant's or reporter's future employment, grades, work assignments or activity participation.
- D. School personnel who fail to report incidents of hazing to District administrators may face disciplinary action. Students who observe hazing activities and fail to intervene or report the hazing to school officials, may face disciplinary action for conspiring to engage in hazing.

School District Action

- A. Upon receipt of a complaint or report of hazing, the District will undertake or authorize an investigation by school district officials or a third party designated by the District. The District may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others, pending completion of any investigation of hazing.
- B. Upon completion of the investigation, the District will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, reporting to local police authorities, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations, and to appropriately discipline prohibited behavior. Action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable state and federal statutes, District policies, and regulations.

- C. The District will discipline or take appropriate action against any student, teacher, administrator, coach, paraprofessional, volunteer, contractor or other employee of the District who retaliates against any person who makes a good faith report of alleged hazing; or against any person who testifies, assists or participates in an investigation; or against any person who testifies, assists or participants in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

For more information on the District's hazing policy, please see Board of Education Policy #0115, which is available on the District's website and in the main office of each school building.

SCHOOL CEREMONIES AND OBSERVANCES

The Board of Education recognizes the value of certain ceremonies and observances in promoting patriotism and good citizenship among the students. Therefore, activities in schools commemorating national holidays such as Memorial Day, Thanksgiving and President's Day are encouraged.

The Board remains impartial with regard to religion and seeks neither to advance nor inhibit religion. Students, faculty and administration are reminded of the pluralism of religious beliefs and are urged to be conscious of and respect the sensitivities of others. Therefore, no ~~school district~~-sponsored religious observances or celebrations including organized prayer, ~~bible~~-reading scripture or religious materials, or other activities performed in a religious context may be held on public school property, except to the extent permitted by the Equal Access Act.

Notwithstanding, the Board recognizes that activities related to the celebration of religious holidays present an excellent opportunity to teach about religion and foster respect and understanding among students. In addition, educational goals motivated by secular purposes cannot always filter out religious aspects, and sometimes require the presentation of material with religious themes. Therefore, activities related to the observance of religious holidays will be permitted to the extent that they are conducted in an unbiased and objective manner and focus on the origins of the holiday, its history, and the generally agreed upon meaning of the holiday observance.

In planning activities related to a religious holiday or theme, special effort should be made to ensure that the activity is not devotional and students of all faiths can join without feeling that they are betraying their own beliefs. Therefore,

1. School and class plays must not be overtly religious, and church-like scenery will be avoided;
2. Religious music must not entirely dominate the selection of music; and
3. Program notes and illustrations must not be religious or sectarian.

The display of religious objects or symbols is also prohibited except to the extent that they are used as a teaching aid or resource to provide examples of cultural and religious heritage within the context of a short-term study in the curriculum such as world religions, art or history. Symbols which are secular and seasonal in nature, such as Santa Claus and Easter bunnies, can be displayed in a seasonal context.

Students ~~shall~~will be given the option to be excused from participating in those parts of a program or curriculum involving a religious theme which conflicts with their own religious beliefs.

Cross-ref:
5210, Student Organizations

Ref:

[*Santa Fe Indep. Sch. Dist. V. Doe*, 530 U.S. 290 \(2000\) \(constitutionality of student-led prayers at interscholastic athletic activities\)](#)

[*Lee v. Weissman*, 505 U.S. 577 \(1992\) \(constitutionality of clergy-led prayers at graduation ceremonies\)](#)

[*Lemon v. Kurtzman*, 403 U.S. 602 \(1971\) \(constitutional test to determine church-state issues\)](#)

[*Lynch v. Donnelly*, 465 U.S. 668 \(1984\) \(constitutionality of holiday display\)](#)

[*County of Allegheny v. American Civil Liberties Union of Greater Pittsburgh Chapter*, 492 U.S. 573 \(1989\) \(constitutionality of holiday display\)](#)

[*Florety v. Sioux Falls School District*; 619 F2d 1311 \(8th Cir., 1980\) \(constitutionality of school observance of holidays\)](#)

[*Matter of Rosenbaum*, 28 EDR 138 \(1988\) \(permissibility of religious music and art in schools\)](#)

[*Matter of Cromwell*, 72 EDR 116 \(1951\) \(religious holidays in schools\)](#)

~~*Lee v. Weissman*, 112 S. Ct. 2649, 120 L. Ed. 467 (1992)~~

~~*Lemon v. Kurtzman*, 403 U.S. 602 (1971)~~

~~*Lynch v. Donnelly*, 465 U.S. 668 (1984)~~

~~*County of Allegheny v. American Civil Liberties Union of Greater Pittsburgh Chapter*, 492 U.S. 573 (1989)~~

~~*Florety v. Sioux Falls School District*; 619 F2d 1311 (8th Cir., 1980)~~

~~*Matter of Rosenbaum*, 28 EDR 138 (1988)~~

~~*Matter of Cromwell*, 72 EDR 116 (1951)~~

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