

TYPE: Board Meeting

DATE: 10/7/2024 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

1. Call to Order Info

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

1. ARP-ESSER and Title Funding Update Info

5. MINUTES

1. Approval of Minutes - September 16, 2024 Meeting Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 9/9, 9/12, 9/17, 9/20, 9/24, 9/25, 9/26 and 9/27. Action

7. FINANCIALS

1. Audited and Paid Claims Action
2. Budget Status Report as of June 30, 2024 Action
3. Budget Transfer Report June 2024 Action
4. Revenue Status Report as of June 30, 2024 Action
5. Trial Balances through June 30, 2024 Action
6. Extraclass Activities July and August 2024 Action

8. SUPERINTENDENT'S REPORT

1. Approval of Special Education Services Agreement - Wainscott Common School District Action
2. Approval of Federal Grants IDEA 611/619 Flow-Through Funds 2024-25 School Year Action
3. Approval of Consultant Service Contract with Homegrown Organic Food, Inc. Action
4. Disposal of Assets Action
5. Budget Transfer Action
6. Field Trip Request/Youth and Government Conference, Albany, NY, November 24-26, 2024 Action
7. Resolution authorizing execution of a settlement agreement Action

9. PERSONNEL

1. Tenure Recommendations Action
2. Appointment/ES Custodial Worker I Action
3. Appointment/ES Monitor Action
4. Request for Medical Leave of Absence/HS Special Education Teacher Action

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|-----|---|--------|
| 5. | Rescind Appointment/Resignation, Request for Unpaid Leave/Food Service Worker | Action |
| 6. | Appointment/Substitutes for the 2024-2025 School Year | Action |
| 7. | Request for Medical Leave of Absence/ES Monitor | Action |
| 8. | Appointment/ES Title I Teacher | Action |
| 9. | Request for FMLA/MS Monitor | Action |
| 10. | Appointment/HS Additional Sections | Action |
| 11. | Appointment/HS Special Education Teacher | Action |
| 12. | Appointment Revision/HS Co-Curricular Advisorship | Action |

4. PUBLIC PARTICIPATION

- | | | |
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| 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 |
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10. REPORTS

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

11. OLD BUSINESS

12. NEW BUSINESS

- | | | |
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| 1. | Student Harassment and Bullying Prevention Intervention (0115) | Action |
| 2. | Nursing Mothers in the Workplace Policy (9520.6) | Action |

13. EXECUTIVE SESSION

14. ADJOURNMENT

- | | | |
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| 1. | Adjournment | Action |
|----|-------------|--------|

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 Mill Road
Westhampton Beach, NY 11978



Minutes of Regular Board of Education Meeting
High School Library
Monday, September 16, 2024 (7:00 PM)

Board of Education members present: Ms. Elizabeth T. Lanni-Hewitt, Ms. Heather A. Wright, Ms. Dawn Arrasate, Mr. Daniel A. Bennett, Mr. Ryan M. Fay, Ms. Jennifer Neumaier, Mr. Halsey C. Stevens

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 14 attendees.

The meeting was called to order by Ms. Lanni-Hewitt, President at 7:01 p.m.

The pledge was conducted.

APPROVAL OF MINUTES

On motion of Mr. Stevens, second by Ms. Arrasate, the minutes of the August 19, 2024 regular board meeting and the September 9, 2024 special board meeting, to be and are hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Mr. Stevens, second by Ms. Wright, the recommendations and authorization of funds to implement the special education programs and services consistent with such recommendations of the Westhampton Beach UFSD CSE meetings of 8/6, 8/7, 8/19, 8/20, 8/22, 8/23, 8/26, 8/29, 8/30, 9/3, 9/6, 9/9 and CPSE 8/6 & 8/20, to be and hereby are approved.

Vote: Yes 7 No 0

TEACHER CENTER CONTRACT

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

Vote: Yes 7 No 0

MS EXTRA CLASSROOM ACTIVITY FUNDS TREASURER

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to appoint Erica Smith as the MS Extra Classroom Activity Funds Treasurer (replacing Laura Manopella) as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

HS EXTRA CLASSROOM ACTIVITY FUNDS TREASURER

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Janine Valenti as the HS Extra Classroom Activity Funds Treasurer (replacing Evelyn Overton) as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

TEACHING ASSISTANT MEMORANDUM OF AGREEMENT

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to approve an agreement with Nicole Shea, is hereby accepted.

Vote: Yes 7 No 0

HAWKINS DELAFIELD & WOOD

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve an agreement with Hawkins Delafield & Wood as Bond Counsel for the 2024-2025 school year, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

LAWRENCE UFSD

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to approve a Health and Welfare Service Agreement with Lawrence UFSD, as submitted to be and is hereby approved.

Vote: Yes 7 No 0

PECONIC BAY PRIMARY MEDICAL CARE

On motion of Ms. Neumaier, second by Mr. Fay, the recommendation to approve a school physician services agreement with Peconic Bay Primary Care for the 2024-2025 school year as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

SCHOLASTIC, INC.

On motion of Ms. Arrasate, second by Ms. Stevens, the request to approve a consultant agreement with software provider Scholastic, Inc. for the 2024-2025 school year as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

TEACHME, INC.

On motion of Ms. Stevens, second by Mr. Fay, the request to approve a consultant data service agreement with TEACHME, Inc. for the 2024-2025 school year as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

NESCA, P.C. / BLOOM

On motion of Ms. Arrasate, second by Ms. Stevens, the request to approve consultant services contracts with NESCA, P.C. and Bloom for the 2024-2025 school year as submitted, to be and are hereby approved.

Vote: Yes 7 No 0

NYSSMA CONFERENCE ALL-STATE FIELD TRIP

On motion of Ms. Neumaier, second by Mr. Bennett, the field trip request for two High Students to attend the NYSSMA Conference All-State in Rochester NY on December 5 - 8, 2024 as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

DISPOSAL OF ASSETS

On motion of Ms. Wright, second by Mr. Fay, the recommendation to dispose of the unrepairable, damaged or outdated items listed below, as submitted, to be and is hereby approved.

Asset #	Description	Model	Location
0660	4 drawer file cabinet	n/a	Driveway next to custodial office
5272	2 drawer file cabinet	n/a	Driveway next to custodial office
5273	2 drawer file cabinet	n/a	Driveway next to custodial office
0284	Small metal teacher desk	n/a	Driveway next to custodial office
0915	Small metal teacher desk	n/a	Driveway next to custodial office
002713	Hatco Food Merchatiser	n/a	High School
004367	Kyocera Taskalfa Copier	6100i	Middle School near rm. 212

Vote: Yes 7 No 0

MERCEDES ZAMBRANO

On motion of Mr. Stevens, second by Mr. Fay, the resignation of Mercedes Zambrano from her position as a High School Assistant Cook, effective August 26, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

ALEXANDRA EHRHART

On motion of Mr. Fay, second by Ms. Wright, the resignation of Alexandra Ehrhart from her position as a Varsity Assistant Boys Soccer Coach for the 2024-2025 fall sport season, to be and is hereby approved.

Vote: Yes 7 No 0

LEIGH MACHADO

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to appoint Leigh Machado as a FACS Leave Replacement Teacher assigned to the Middle School effective November 15, 2024 through January 30, 2025, at a rate of \$160 per day; and appointed as a per diem substitute teacher as needed from November 4, 2024 to November 14, 2024 at a rate of \$140 per day, to be and is hereby approved.

Vote: Yes 7 No 0

YUTING ZHOU

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to appoint Yuting Zhou as a Permanent Substitute Teacher assigned to the Elementary School effective September 30, 2024 through June 6, 2025, at \$160 per day; and appointed as a per diem substitute teacher from September 3, 2024 through September 27, 2024 and June 9, 2024 through June 27, 2025, to be and is hereby approved.

Vote: Yes 7 No 0

AMY BARRY

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Amy Barry as a Teacher Aide assigned to the Elementary School, effective August 29, 2024, with a salary of \$21,500, to be and is hereby approved.

Vote: Yes 7 No 0

DANIELLE BERGH

On motion of Mr. Stevens, second by Ms. Arrasate, the request for a medical leave of absence from Danielle Bergh beginning August 29, 2024 through October 15, 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

DANIELLE MUSUMECI

On motion of Ms. Wright, second by Mr. Stevens, the request from Danielle Musumeci to rescind her appointment as an Elementary School Title I Teacher, effective August 29, 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

SUBSTITUTES

On motion of Ms. Neumaier, second by Mr. Fay, the recommendation to approve the following substitutes and proctors for the 2024-2025 school year to be and is hereby approved.

Substitute Clerical, Nurses, Aides, Guards, Custodial, and Monitors:

Kerri Tyman Substitute Monitor
Sandra Tucci Substitute Clerical

Substitute Teacher:

Natalie Moore Uncertified Per Diem Substitute
Tyra Lawrence-Schero Uncertified Per Diem Substitute
Tania Nagel Uncertified Per Diem Substitute

Vote: Yes 7 No 0

ADDITIONAL SCIENCE CLASS SECTIONS

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to appoint the following staff as 0.2 FTE Science Teachers at the High School from August 29, 2024 through October 15, 2024, as submitted, to be and is hereby approved.

Maria Pepey	0.2 FTE Living Environment
John Vahle	0.2 FTE Living Environment
Lisa Menegio	0.2 FTE Biotechnology
Dianna Berry Gobler	0.2 FTE Environmental
Jeanne Lotito	0.2 FTE Applied Chemistry

Maria Pepey - 0.1 FTE AP Bio Academic Study - revised start date from October 16, 2024 through June 30, 2025.

Vote: Yes 7 No 0

ADDITIONAL CLASS SECTIONS

On motion of Ms. Neumaier, second by Mr. Fay, the recommendation to appoint the following teachers to additional class sections at the Middle School from August 29, 2024 through January 31, 2025, as submitted, to be and is hereby approved.

Jennifer Anderson	0.2 FTE Spanish I
Sandra Flores	0.2 FTE Spanish I
Casey O'Hara-Maginier	0.2 FTE Spanish IA
Benjamin Sheldon	0.2 FTE Spanish 6

Vote: Yes 7 No 0

GABRIEL MAGINIER

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Gabriel Maginier as a Foreign Language Teacher assigned to the High School, effective September 23, 2024 with a four-year probationary period through September 22, 2028 in the tenure area of Foreign Language, at Step 8I, MA+60, \$90,585 (prorated), as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

CO-CURRICULAR ADVISORS

On motion of Ms. Arrasate, second by Ms. Wright, the recommendations for Co-Curricular Advisors for the 2024-2025 school year, as submitted, to be and are hereby approved.

High School Advisorships			
Club Name	Advisor(s)	Stipend	Term
9th Grade	Mary Bergmann	1,213	full year
10th Grade	Christy Larson	1,213	full year
11th Grade	Joyce Schmeider	2,362	full year
Art Club	Katie McCurry	1,983	full year
Best Buddies	Alison Hansson	1,000	full year
Business Advisory Board	Amy Demchak-Connell	2,751	full year
Chamber Singers	Laura Mara	2,932	full year
Drama Club	Matthew Andrew	2,648	full year
Environmental Club (C.U.R.E.)	Lisa Menegio	1,748	full year
Fall Play Director	Kimet Speed	2,590	semester 1
Fall Play Producer	Matthew Andrew	1,035	semester 1
French Club	Gabriel Maginier	867	full year
Friends for Friends	Monica Van Essendelft/R. Sullivan	3,500	full year
Gay-Straight Alliance (GSA)	Katie Carr	507	full year

Golden Canes	Lisa Lagattolla	867	full year
Honor Society	Diveris/Sullivan	3,105	full year
Honor Society Foreign Language	Denizzie Kearns	867	full year
Honor Society Math	Jenna Lin	867	full year
Honor Society Music (Tri-M)	Josh Seifert	867	full year
Honor Society Science	Dianna Gobler	867	full year
Interact	Amy Demchak-Connell	4,666	full year
It's Academic	Cynthia Griffin	867	full year
Jazz Ensemble (Instrumental)	Tom Commerford	2,932	full year
Junior Ambulance	Glen Dorskind	867	full year
Key Club	Kristin Dalisak/Brook Russell	2,264	full year
Literacy Magazine	Joyce Schmeider	1,649	full year
Long Island Teen Institute (formerly H.U.G.S.)	Kaitlin Gebhardt	754	full year
Marching/Pep Band	Josh Seifert	3,861	full year
Mathletes	Gina Grillo	1,429	full year
Mock Trial	Cynthia Griffin	1,889	full year
Performing Band	Josh Seifert	5,534	full year
Performing Chorus	Laura Mara	4,106	full year
Robotics	Jon Fletcher	3,779	full year
Robotics Assistant	Dan Caron	1,378	full year
Science Club	Dianna Gobler	1,055	full year
Senior Class Advisor	Fred Walling	5,186	full year
Social Media (Hurricane Watch)	Dariah Luciano/Kirsten Mett	4,106	full year
Spanish Club	Lisa Lagattolla	867	full year
Spring Musical Director	Kimet Speed	2,590	semester 2
Spring Musical Producer	Matthew Andrew	1,035	semester 2
Student Government	Dariah Luciano/Kirsten Mett	3,105	full year
Yearbook	Gina Grillo/Alyssa Tempera	5,279	full year
Youth to Youth	Joe Garvey/Kaitlin Gebhardt	2,194	full year

Middle School Advisorships

<u>Club Name</u>	<u>Stipend</u>	<u>Advisor(s)</u>
Art Club (full year)	\$1,423.00	Erin Roy
Auditorium Manager (full year)	\$4,340.00	Eric Becker
Chamber Choir	\$2,265.00	Eric Becker
Chess Club	\$ 754.00	TBD
Crafty Canes	\$ 610.00	Camille Pedersen
Digital Citizens (Computer Club)	\$3,225.00	Cindy Hart
Drama Club (full year)	\$2,648.00	Claudine DeVelvis
Environmental Club (half year)	\$ 610.00	Greg Izzo
Inclusive Canes (half year)	\$ 610.00	Ellen Griffin
Jazz Band (half year)	\$2,265.00	Frank Monastero
Kiwanis Builders Club (full year)	\$1,418.00	Yvonne Perez
Lego Robotics Club (full year)	\$1,378.00	Richard Michta
M.S. Accompanist (full year)	\$2,751.00	Laura Mara
MS Play Director (half year)	\$2,590.00	TBD
MS Musical Director	\$2,590.00	TBD
Newspaper Club (half year)	\$ 610.00	Yvonne Perez
NJHS (half year)	\$1,285.00	Camille Pedersen
Performing Band (full year)	\$4,800.00	Frank Monastero
Performing Chorus (full year)	\$4,800.00	Shaun Johnson
Performing Chorus (full year)	\$4,800.00	Eric Becker
Stage Manager (full year)	\$3,805.00	Shaun Johnson
Student Council (full year - split)	\$2,566.00	Kelly Massaro
Yearbook (full year)	\$3,524.00	Richard Michta

Elementary School Advisorships						
Club / Activity	Advisor/ Co-Advisor	Salary	Full Salary	Duration	Mid-Year Payment January 2025	End of Year Payment June 2025
Chess Club	Joy Campagna Dara Penn	\$868.50 each \$868.50 each	\$1,737.00	Full	\$434.25 \$434.25	\$434.25 \$434.25
Environmental Club (WAVES)	Dawn Belson	\$1,748.00	\$1,748.00	Full	\$874.00	\$874.00
Glee Club	Ali Gogas	\$2,049.00	\$2,049.00	Full	\$1,024.50	\$1,024.50
Homework Club, Intermediate	Anthony Cappiello Kim Mercready	\$1,927.50 each \$1,927.50 each	\$3,855.00	Full	\$963.75 \$963.75	\$963.75 \$963.75
Homework Club, Primary	Dawn Belson Heidi Kalmus	\$1,927.50 each \$1,927.50 each	\$3,855.00	Full	\$963.75 \$963.75	\$963.75 \$963.75
Literacy Club	Joy Campagna	\$2,476.00	\$2,476.00	Full	\$1,238.00	\$1,238.00
Performing Band	Thomas Comerford	\$4,800.00	\$4,800.00	Full	\$2,400.00	\$2,400.00
Safety Patrol	Kim Mercready	\$2,049.00	\$2,049.00	Full	\$1,024.50	\$1,024.50
5th Grade Musical	Ali Gogas	\$1,446.00	\$1,446.00	Mid-year Full	\$1,466.00	N/A
Student Council (5th Grade)	Jennifer Kast	\$2,723.00	\$2,723.00	Full	\$1,361.50	\$1,361.50
Yearbook (no students)	Joy Campagna	\$1,608.00	\$1,608.00	Full	\$804.00	\$804.00

Vote: Yes 7 No 0

JANINE VALENTI

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to appoint Janine Valenti as a Senior Office Assistant assign to the High School effective September 26, 2024 at Step 1, \$39,674 (prorated), with a twenty-six week probationary period through May 2, 2025, as per civil service rules and regulations, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

MATTHEW LAMBERT

On motion of Ms. Neumaier, second by Mr. Fay, the recommendation to appoint Matthew Lambert as a Volunteer Coach for the 2024-2025 fall sport season, to be and is hereby approved.

Vote: Yes 7 No 0

BRANDIE SCIOTTO

On motion of Ms. Neumaier, second by Mr. Stevens, the recommendation to appoint Brandie Sciotto as a Food Service Workers for the Westhampton Beach School District, effective on or about September 17, 2024, pending receipt of fingerprint clearance at \$16.50 per hour, to be and is hereby approved.

Vote: Yes 7 No 0

CHRISTIE BONEILLO

On motion of Ms. Wright, second by Mr. Stevens, the resignation of Christie Boneillo from her position as a High School Special Education Teacher effective September 10, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

ZEBEDEE WILLIAMS

On motion of Ms. Neumaier, second by Mr. Stevens, the recommendation to appoint Zebedee Williams as a Custodial Worker I assigned to the Middle School at \$43,748 (prorated) effective September 17, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

PETER HUDECEK

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Peter Hudecek as a Custodial Worker I assigned to the High School at \$43,748 (prorated) effective September 17, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

SHAUN JOHNSON

On motion of Mr. Fay, second by Mr. Stevens, the recommendation to appoint Shaun Johnson as Middle School Soccer Coach for the 2024-2025 fall sport season at \$4,193.37 (prorated), to be and is hereby approved.

Vote: Yes 7 No 0

PUBLIC PARTICIPATION

There was a request to have banners of the athletic achievements of former students placed in the high school gymnasium.

A parent made a comment with concerns about the basefield fields and the baseball program. She stated that it's difficult for the program to grow when the children don't have proper fields to play on.

Two parents had questions about the number of sections in 6th grade.

REPORTS

Personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda.

NEW BUSINESS

There was no New Business on the Agenda.

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Ms. Neumaier, the Board of Education convened into Executive Session at 7:41 p.m. to discuss negotiations.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Ms. Arrasate, the Board of Education to reconvene from Executive Session at 10:35 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

AVERY LEIN

On motion of Mr. Bennett, second by Ms. Wright, the recommendation to appoint Avery Lein as Varsity Assistant Boys' Soccer Coach for the 2024-25 school year, to be and hereby is approved

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Ms. Arrasate, second by Mr. Bennett, all business being completed, Ms. Lanni-Hewitt declared the meeting adjourned.

Vote: Yes 7 No 0



Lisa Rheume, District Clerk

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: September 23, 2024

Re: Special Education Services Agreement – Wainscott Common School District

I respectfully request the Board of Education approve the attached Special Education Services Agreement for a Westhampton Beach district resident attending a non-public school in the Wainscott Common School District. The district is responsible for the cost of services provided by districts where the students are attending a non-public school.

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

SPECIAL EDUCATION SERVICES CONTRACT
Education Law §3602-c

This Agreement is between the Board of Education of the Wainscott Common School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 47 Main Street, Wainscott, New York 11975 and the Board of Education of the Westhampton 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 Rd., Westhampton Beach NY 11978.

WITNESSETH

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

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

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2024 through June 30, 2025, inclusive, unless terminated early as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

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

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

11. Services provided pursuant to this Agreement shall be provided without regard to race, creed, gender, gender identity or expression, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
12. The DISTRICT OF LOCATION shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT OF LOCATION pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
13. The DISTRICT OF LOCATION represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
14. The DISTRICT OF LOCATION shall comply will all applicable policies of the DISTRICT OF LOCATION while providing services pursuant to this Agreement.
15. The DISTRICT OF LOCATION shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
16. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. Subject to subparagraph 8, above, the DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
17. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family

Educational Rights and Privacy Act (FERPA).

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

C. REIMBURSEMENT:

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

D. MISCELLANEOUS

1. The parties understand and agree that all claims and any disputes between the parties to recover costs for special education provided to non-resident students under this Agreement and pursuant to Education Law §3602-c shall be addressed and resolved in accordance with Section 177.2 of the Regulations of the Commissioner and guidance from the State Education Department.
2. Defense / Indemnification
 - i. DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of

services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- ii. DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF LOCATION:

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

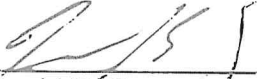
To DISTRICT OF RESIDENCE:

Carolyn J. Probst, Ed.D., Superintendent
Westhampton Beach Union Free School District
340 Mill Rd.
Westhampton Beach NY 11978.

4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement. 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.
6. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement.
7. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
11. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

DISTRICT OF LOCATION:
WAINSCOTT CSD



By: David E. Eagan
President, Board of Trustees

DISTRICT OF RESIDENCE:
WESTHAMPTON BEACH UFSD

By: Elizabeth Lanni-Hewitt
President, Board of Education

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: September 23, 2024

Re: Federal Grants IDEA 611 and 619 Flow-Through Funds 2024-25 School Year

I am requesting the Board of Education approve the following contracts between Westhampton Beach UFSD as a local education agency and the vendor as an approved special education program provider for students with disabilities.

- Suffolk County Department of Health Services
- Just Kids Early Childhood Learning Center

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

MEMORANDUM OF AGREEMENT
Between
Suffolk County Department of Health Services (ASEP)
And
Westhampton Beach Union Free School District as a Local Education Agency (LEA)

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and Suffolk County Department of Health Services, DSCSN PO Box 9006, Great River, NY 11739, hereinafter referred to as the "ASEP" with respect to special education services for the **2024-2025** school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

It is hereby agreed by and between the LEA and the ASEP that:

I. PURPOSE:

The parties agree that the purpose of this Agreement is to establish the ASEP's relationship with the LEA with regard to services provided under the Agreement as one of "vendor" and not as "subrecipient" under the IDEA.

II. DURATION OF AGREEMENT:

This Agreement shall be for the period **July 1, 2024** through **June 30, 2025**.

III. SERVICES:

During the term of the Agreement the ASEP will provide the LEA with contracted services for students enrolled in the ASEP's special education program as follows:

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

A. The LEA agrees that it will submit all necessary applications to obtain its allocation of federal IDEA flow-through funds (including any applications for supplemental allocations, if applicable) to the State Education Department (SED) and/or other applicable entities in a timely fashion.

¹Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and its implementing regulations.

B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/or other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2024-2025** school year.

C. The ASEP agrees to submit to the LEA by **October 1, 2025** an invoice with final expenditure report for the services provided pursuant to this Agreement.

D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.

E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2024-2025 school year:

The October 4, 2023 student count from the LEA for IDEA Section 611 was 2 at a cost of \$1,804 each.

The October 4, 2023 student count from the LEA for IDEA Section 619 was 2 at a cost of \$717 each.

V. INDEMNIFICATION:

The ASEP shall indemnify, defend and hold harmless the LEA from any and all losses, damages, liabilities, expenses (including attorney fees), costs, claims or causes of action arising from or out of any breach by the ASEP or its agents or representatives in the performance of its obligations under this Agreement.

VI. ASSURANCES:

The parties agree that:

A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.

B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.

C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

The parties acknowledge their agreement to the above terms by the signing by their authorized representatives:

ASEP: County of Suffolk, Acting through its
duly constituted Suffolk County
Department of Health Services

LEA:



Authorized Representative

Authorized Representative

Kelly Ralph, Director

Name, Title

President, Board of Education
Name, Title

Date 9-9-24

Date

MEMORANDUM OF AGREEMENT

Between

Cam-Held Enterprises, Inc. dba Just Kids Early Childhood Learning Center as an Approved Special Education Program (ASEP)

And

Westhampton Beach Union Free School District as a Local Education Agency (LEA)

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and Just Kids Early Childhood Learning Center, 35 Longwood Road, Middle Island, NY 11953, hereinafter referred to as the "ASEP" with respect to special education services for the 2024-2025 school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

It is hereby agreed by and between the LEA and the ASEP that:

I. PURPOSE:

The parties agree that the purpose of this Agreement is to establish the ASEP's relationship with the LEA with regard to services provided under the Agreement as one of "vendor" and not as "subrecipient" under the IDEA.

II. DURATION OF AGREEMENT:

This Agreement shall be for the period July 1, 2024 through June 30, 2025.

III. SERVICES:

During the term of the Agreement the ASEP will provide the LEA with contracted services for students enrolled in the ASEP's special education program as follows:

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

A. The LEA agrees that it will submit all necessary applications to obtain its allocation of federal IDEA flow-through funds (including any applications for supplemental allocations, if applicable) to the State Education Department (SED) and/or other applicable entities in a timely fashion.

¹Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and its implementing regulations.

B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/or other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the 2024-2025 school year.

C. The ASEP agrees to submit to the LEA by October 1, 2025 an invoice with final expenditure report for the services provided pursuant to this Agreement.

D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.

E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2024-2025 school year:
The October 4, 2023 student count from the LEA for IDEA Section 611 was 4 at a cost of \$1,804 each.
The October 4, 2023 student count from the LEA for IDEA Section 619 was 4 at a cost of \$717 each.

V. INDEMNIFICATION:

The ASEP shall indemnify, defend and hold harmless the LEA from any and all losses, damages, liabilities, expenses (including attorney fees), costs, claims or causes of action arising from or out of any breach by the ASEP or its agents or representatives in the performance of its obligations under this Agreement.

VI. ASSURANCES:

The parties agree that:

A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.

B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.

C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

The parties acknowledge their agreement to the above terms by the signing by their authorized representatives:

ASEP:
[Signature]

Authorized Representative
Executive Director

Title
9/3/24

Date

LEA:

Authorized Representative
President, Board of Education

Title

Date

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **1st** day of **August, 2024**, by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and **Homegrown Organic Food Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **3065 Henrys Lane, Peconic, NY 11958**.

A. TERM

1. The term of this Agreement shall be from **September 1, 2024** through **June 30, 2025**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Workers Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) To provide: **Greenhouses Services**
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.

3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of **\$15,600**

E. INSURANCE

1. a. Commercial General Liability Insurance
 - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Sexual Misconduct and Assault
 - \$100,000 Fire Damage
 - \$10,000 Medical ExpenseCoverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
- b. Automobile Liability
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Cyber Liability
 - \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.
- d. Fidelity and Cyber Crime Insurance
 - \$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.

f. Umbrella/Excess Insurance

\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

g. Worker's Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.

2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party. The failure to obtain such insurance on behalf of the District constitutes a material breach of contract.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this

Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

K. ENTIRE AGREEMENT

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

HOMEGROWN ORGANIC FOOD INC.

By: 

Print Name: Renato Stafford

Title: PRESIDENT

Date: August 1, 2024

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President WHB Board of Education

Date: _____

Westhampton Beach UFSD
Buildings & Grounds Department

MEMO

To: Carolyn Probst, Superintendent
From: Anthony Martino, Director of Facilities III
Date: September 23, 2024
Subject: Disposal of Assets

Please ask the Board of Education to approve the surplus of the following item:

Asset #	Description	Model	Location
07791	Bunn Coffee Maker	n/a	Buildings and Grounds

This item is unrepairable and outdated and should be excessed.

AM/lm

Cc: Kathy Fibkins, business office



**Westhampton Beach UFSD
Disposal of Assets**

This form is to be completed for disposal of any district equipment. Complete below information and forward to Buildings & Grounds Office.

Date: September 23, 2024

Asset Tag: Yes # 7791 No Tag: _____

Description of Item: Bunn Coffee Maker


Current Location: Building and Grounds Office

Building: _____ Room: _____

Reason for Disposal: Broken

Name of person requesting disposal: Anthony Martino

FORWARD TO ANTHONY MARTINO, BUILDING & GROUNDS

Approval by A. Martino to submit to BOE: 
Signature/Date

BOE Approval Date: _____

Actual Disposal Date: _____ How Disposed: _____

Anthony Martino, Asst Plant Facilities Administrator

FORWARD COMPLETED FORM TO KATHY FIBKINS, BUSINESS OFFICE.

Date of Assetmaxx Removal: _____

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 09/30/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9060-800-00-05	Medical Insurance	6,950,000.00	0.00	6,950,000.00	1,799,994.91	4,844,538.95	305,466.14
Total GENERAL FUND		6,950,000.00	0.00	6,950,000.00	1,799,994.91	4,844,538.95	305,466.14

WESTHAMPTON BEACH UFS

Budget Status Report As Of: 09/30/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1930-400-00-05	Judgements & Claims	0.00	0.00	0.00	0.00	0.00	0.00
Total GENERAL FUND		0.00	0.00	0.00	0.00	0.00	0.00




WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

340 MILL ROAD, WESTHAMPTON BEACH, NEW YORK 11978

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

William A. Fisher
Assistant Superintendent for Personnel and Instruction

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

TO: Carolyn J. Probst
FROM: William A. Fisher 
DATE: September 30, 2024
RE: Field Trip Request/Youth and Government Conference, Albany,
NY, November 24-26, 2024

Attached is an overnight field trip request from Kelly Massaro to take seventy-six middle school students to the Youth and Government Conference in Albany, New York. The trip is scheduled for Sunday, November 24, 2024 through Tuesday, November 26, 2024.

Please place on the Board of Education agenda for action.

WAF/lh



WESTHAMPTON BEACH PUBLIC SCHOOLS

REQUEST FOR FIELD TRIP

Must be submitted 2 weeks prior to trip

From: Kelly Massaro Date of Application: 9-25-2024

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

Authorization is requested for transportation only.

PURPOSE: YMCA Youth and Government Trip to Albany

DESTINATION: Desmond Hotel and Capitol Building

DATE(S) OF EVENT: November 24 - November 26

TIME OF DEPARTURE: 9:45am TIME OF PICK-UP: 11am (Albany)

SUBSTITUTE NEEDED: Yes No

Description and Number of Students Participating in Field Trip: Present bills, engage in YMCA convention, 76 total students completed registration

Form of Transportation needed: (indicate number of vehicles)

Personal Car _____ Mini-Bus _____ Bus COACH

List Additional Chaperones:

Kelly Massaro
Yvonne Perez
Ellen Griffin

Ken Miller
Robert Pinney
Staff x2

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

Registration/Admission Fee: \$480 private > Adult
\$330 double
 If personal car: number of miles at .50 p/m \$330 quad > Student
\$430 double
 Tolls: * All meals/lodging conference fee included
 Meals: - Transportation \$11,898 for two buses
- driver hotel @ \$250

NO EXTRA PAY TOTAL \$ _____

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

FIELD TRIPS AND EXCURSIONS EXHIBIT**REQUEST FOR SCHOOL SPONSORED TRIP REQUIRING BOARD APPROVAL**

Please complete all information requested and attach supporting back up information. This form must be submitted to the Office of Staff Services no later than two weeks prior to the Board of Education meeting at which the request will be considered.

1. Staff member(s) requesting the trip:

Kelly Massaro

2. Destination, education purpose of trip and value to the students: Students will attend the Youth and Government Conference run by the YMCA in Albany, New York. Students will draft and present bills on the house Floor. They will be able to participate in a first-hand mock simulation of how our government works, learn reach, writing, argument, debate, and speaking skills. They will be able to network with legislators, and students from all across New York State. They will learn invaluable lessons on leadership.

3. Which students will participate:

a Number of students

Approximately 76

b Grade levels

Both 7th and

8th Grade

c Group(s)

d Name (if known)

4. Method of Participant Selection:
Students and parents self-select to take the Youth and Government class and attend the trip.

5. Dates:

a. Specify day(s) and date(s)

November 24th
-November 26th, 2025

b. Are these school days?

Yes

6. Means of Transportation

Transportation Company Name:
Hampton Jitney

5949 per bus-total is \$11,898

Approximate length of traveling time
(one way) : 223 miles/3 hours and 33
minutes

7. Chaperone(s):

Kelly Massaro

Yvonne Perez

Ellen Griffin

Kenny Miller

Rob Pinney

X 2 Staff

8. Date of last participation for a similar trip:

November 19th-21st, 2023

9.

Transportation:
Hampton Jitney

Admission/
Supervision
5 hours per
day per 3
days
chaperone

Food
Lodging
Fees

Other

Fees:
\$330.00

Students (4 to a room)

\$430.00

Students (2 to a room)

\$330.00

Adults (Shared Room with one other adult)

\$480.00

Private Room, Adult or Student

Meals:
conference.

All Meals provided during the

Financial Aid

individual need-based assistance to ensure that all students have the chance to participate. Students can apply at:

The YMCA is happy to offer

<http://www.ymcanys.org/yag/financial-aid/>

TOTALS:

Fees paid
by
parents

10. Accommodations will be at: [The Desmond Hotel in Albany](#), NY

11. Arrangements for student(s) who cannot afford to pay:

Kiwanis Club, YMCA Scholarships, Rotary,

12. Organizations sponsoring the program: N/A

13. Substitutes needed?: YES

Dates Needed:
November 25,
2024 and
November 26,
2024

14. Other pertinent information:

NO

15. Meeting date to be considered by the Board:

16. Signature of Teacher or Staff member in charge:

Kelly Massaro



17. Signature of Principal recommending trip:

Charisse Miller



9/26/2024

Adoption date: November 19, 2001

Date:

4531-E.3

Registration Form for New York State Youth and Government

*** 1. First Name (Exactly as you wish it to appear in all printed materials such as nametag and billbook)**

2. Optional Phonetic Pronunciation of First Name:

<https://www.cmu.edu/hub/registrar/docs/phonetic-spelling-instructions.pdf>

*** 3. Last Name**

4. Optional Phonetic Pronunciation of Last Name:

<https://www.cmu.edu/hub/registrar/docs/phonetic-spelling-instructions.pdf>

*** 5. Your School**

0 of 32 answered

* 6. Correct Pronouns (These will be displayed on your nametag)

* 7. Your Current Grade

* 8. Shirt Size (All sizes Adult)

* 9. How many years previously have you participated in Youth And Government, not including this year?

* 10. Conference Role

11. Street Address

12. City

13. Zip Code

0 of 32 answered

14. Your Birthdate

* 15. Your Email. Please make sure it is spelled correctly, as this will be the way you receive communication about the program. Please do not use a school based email address, as most have strong filters and often filter out our emails.

16. Cell Phone Number

17. Home Phone Number

18. Parent/Guardian First Name

19. Parent/Guardian Last Name

20. Parent/Guardian E-Mail

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21. Parent/Guardian Cell Phone Number

22. Parent/Guardian Work or Home Phone Number

* 23. Emergency Contact First Name

* 24. Emergency Contact Last Name

* 25. Emergency Contact Relation to Student

* 26. Emergency Contact Best Phone Number

27. Please list any allergies you have (Dietary/Medicinal/Environmental/etc...)

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28. Please indicate if a specific meal type is requested, select any that apply. Vegan Vegetarian Gluten Free Nut Free Lactose Free Kosher Halal**29. Ramadan and Lent will both be taking place during our conference. If you would like to make us aware that you plan to observe one of these or any other religious observance during this time, please do so here, and let us know of any specific needs or requests you may have.** Lent Ramadan None of the above

Please elaborate here on any needs or requests

30. Other Dietary Requests or Restrictions

For my participation in activities to be conducted by the Alliance of New York State YMCAs, I hereby give my permission and consent, now and for all time, to the Alliance of New York State YMCAs and collaborating third parties to make, reproduce, edit, broadcast or rebroadcast any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities, for publication, display, sale or exhibition thereof in promotions, advertising, education and legitimate business uses without any compensation to, and/or claim, by me; I may, or may not be, identified in such reproductions; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services. I further agree to the following:

Any video film, footage, sound track recordings, and photo reproductions of me and/or my narrative account of my experience during said activities, I authorize, according to this Release, shall belong to YMCA of the USA and collaborating third parties. Therefore, they will have full right of disposition of any video film, footage, sound track recordings and photo

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Any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities will not be subject to any obligation of confidentiality and may be shared with and used by YMCA of the USA and collaborating third parties;

YMCA of the USA and collaborating third parties collaborating shall not be liable for any use or disclosure to a third party of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience; and

YMCA of the USA and collaborating third parties shall exclusively own all known or later existing rights to worldwide and shall be entitled to the unrestricted use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience for any purpose without compensation to me.

I agree that my consent and this release are irrevocable. I hereby release and discharge YMCA of the USA and collaborating third parties from any and all claims in connection with the uses and reproductions, any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience as described herein.

PARENT'S AUTHORIZATION-I support my daughter/son/child in her/his/their participation in the YMCA Youth and Government Program. I hereby give permission to the physician selected by the ALLIANCE OF NEW YORK STATE YMCAs representative to order X-rays, routine tests and treatment for the health of my child. In the event that I cannot be reached in an emergency, I hereby give permission to the attending physician to hospitalize, secure proper treatment for, and to order injection and/or anesthesia and/or surgery for my child as named above on this form. I understand that my insurance will cover this expense, or I will assume responsibility for medical expenses resulting from illness and/or injury.

Code of Conduct:

Each participant must abide by the program Code of Conduct explained below during the conference weekend.

1. BASIC PHILOSOPHY OF RESPONSIBLE CONDUCT: Essential to the Youth and Government program is the concern and respect for the rights of every individual. Being responsible for your own behavior and attitude at all times is an essential element of self-government benefiting not only ourselves, but fellow delegates and the New York State YMCA Youth and Government Program. All facilities placed at the disposal of the Youth and Government program are to be given the greatest care and attention. It is a PRIVILEGE to use them; treat them with respect.

2. GENERAL RULES: Infractions of the following general rules shall result in expulsion from the YMCA Youth and Government program functions and conferences. In addition local law enforcement agencies may be contacted and the participant/advisor/staff member turned over to them:

- a. Laws of the State, County and City are always observed.
- b. State Capitol Chamber rules restrict all beverages, food, gum, including phone limitations that we will follow.
- c. Possession or consumption of weapons, alcoholic beverages or non-prescribed drugs are not permitted
- d. Any act of vandalism, destruction of property, or misuse of a facility may be a crime and will be treated as such.
- e. Attendance and punctuality is mandatory at all work sessions
- f. Those who decide to be present when a violation occurs shall, by their own choice, be considered a participant in the violation. In this program there are no "innocent bystanders."

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buildings, in the hotel or any other facility where Youth and Government activities take place.

n. Badges shall be worn by individuals whose name is on the badge. **BADGE SWITCHING OR SHARING IS STRICTLY PROHIBITED.** Participants will wear their assigned badges at all times when they are not in their sleeping rooms, and must be able to produce their badges at all times. Badges are to be worn above the waist and must be visible. Badges are not to be defaced, decorated, or altered in anyway. Only advisors can request replacement badges.

i. Delegates will be expected to dress professionally and respectfully.

j. Delegates are required to be in their hotel for and during sessions. It is assumed that the conduct in the hotel will reflect the principles of self-control as outlined in this Code of Conduct

k. Curfew and quiet hours must be observed with each delegate in her/his own room defined by the official schedule

l. No participant shall be in the room of the opposite gender during the conference.

m. Participants are not permitted to drive vehicles to or from an event sponsored by the statewide program.

n. For the safety of all each delegate's advisor will check their luggage, carry-on bags, coat pockets prior to departure similar to the security check process at an airport.

o. In the interest of our health high energy or high caffeinated beverages are not allowed such as Jolt or Monster.

p. While a variety of dance styles exist, recognize that this is a YMCA event, not a club or dance party event. Inappropriate dancing is in violation of the code of conduct jeopardizing your participation and Premier District standing.

3. **Disciplinary Action:** This code of conduct is considered binding on all participants, advisors and staff. Each YMCA and its advisors shall be held accountable for all actions and conduct of their participants. The intent is to hold each participant accountable for his/her own actions.

The State Director, and your advisor, Have the authority to interpret the Code of Conduct and administer any disciplinary action deemed necessary.

I have read and understand the New York State YMCA Youth and Government Code of Conduct and I agree to follow it. I understand that failure to adhere to the Code's minimum standards of conduct may result in my immediate expulsion from the New York State YMCA Youth and Government program.

*** 31. Parent Signature: I agree, and it is my intent, to sign this record/document by typing my name in answer to this question and by electronically submitting this record/document to New York State Youth and Government. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted record/document and this affirmation. I understand and agree that by NYS-G04-001 Page 9 of 44 electronically signing and submitting this record/document in this fashion I am affirming to the truth of the information contained therein and agreeing to all conditions outlined.**

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* 32. Student Signature: I agree, and it is my intent, to sign this record/document by typing my name in answer to this question and by electronically submitting this record/document to New York State Youth and Government. I understand that my signing and submitting this record/document in this fashion is the legal equivalent of having placed my handwritten signature on the submitted record/document and this affirmation. I understand and agree that by NYS-G04-001 Page 9 of 44 electronically signing and submitting this record/document in this fashion I am affirming to the truth of the information contained therein and that I agree to all the terms and conditions specified and agreeing to all conditions outlined.

DONE

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WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

October 7, 2024

A - CERTIFIED STAFF

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

1. Change in Employment Status Appointment / Appointment to Tenure

NAME	TENURE AREA	EFFECTIVE DATE
Kaitlin Gebhardt	Social Worker	November 23, 2024
Jaclyn Olivotti	Guidance	December 6, 2024

2. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
*Bruce Kern	Special Education	Students with Disabilities	High School	Step 1D, MA	\$61,409 (prorated)	10/15/24	10/14/28

3. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Richard Pisacano	ES Title I Teacher	\$35/hour	10/8/24 - 06/06/25, 6.5 hours per day
Cole Malsky	HS 0.2 FTE English 11 Inc.	\$1,133.60	9/18/24 - 10/11/24
Cynthia Griffin	HS 0.2 FTE Consultant Services/Skills	\$1,133.60	9/18/24 - 10/11/24
Lori Reinfurt	HS 0.2 FTE FALP	\$1,631.52	9/18/24 - 10/11/24
Kelly Roesel	HS 0.2 FTE FALP	\$1,861.44	9/18/24 - 10/11/24
Maryann Higgins	HS 0.2 FTE FALP	\$1,861.44	9/18/24 - 10/11/24
Marissa Diveris	HS 0.2 FTE Global II	\$975.66	9/18/24 - 10/15/24
Carrie Bender	HS 0.2 FTE Global II Inc.	\$1,977.78	9/18/24 - 10/15/24
Jacqueline Intravaia	HS 0.2 FTE Global II Inc.	\$1,855.72	9/18/24 - 10/15/24
Alison Hansson	HS 0.1 FTE Consultant Services	\$610.13	9/18/24 - 10/15/24
Matthew Reed	HS 0.2 FTE Global I	\$1,193.06	9/18/24 - 10/15/24
Kristin Kalisak	HS 0.1 FTE Skills	\$844.39	9/18/24 - 10/15/24

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

NAME	POSITION	EFFECTIVE DATE	REASON
Joseph Bruno	HS Special Education Teacher	9/16/24 - 10/15/24	Medical Leave of Absence

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
Avery Lein	ES Monitor	\$16/hour	10/8/24
Andrew Kinane	ES Custodial Worker I	\$43,748 (prorated)	10/8/24

2. Appointment of Substitutes

2.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Monitors for the 2024-2025 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Gabrielle Burns	Substitute Monitor	\$16.50/hour

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

NAME	POSITION	EFFECTIVE DATE	REASON
Mercedes Zambrano	HS Food Service Worker	8/29/24 - 9/27/24	Unpaid Leave of Absence
Nancy Feliciano	ES Monitor	9/17/24 - 10/21/24	Medical Leave of Absence
Jeanne Seaman	MS Monitor	9/3/24 - 11/22/24	FMLA

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2024-2025 Co-Curricular Staff**

NAME	SCHOOL	ACTIVITY	RATE OF PAY
Joshua Seifert/Laura Mara (Revised)	High School	Honor Society Music (Tri-M)	\$867

Date Submitted to the Board of Education: _____

STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION

The Board of Education is committed to providing an educational and working environment that promotes respect, dignity and equality. The Board recognizes that discrimination, such as harassment, hazing and bullying, are detrimental to student learning and achievement. These behaviors interfere with the mission of the district to educate its students and disrupt the operation of the schools. Such behavior affects not only the students who are its targets but also those individuals who participate and witness such acts.

To this end, the Board condemns and strictly prohibits all forms of discrimination, such as harassment, hazing and bullying on school grounds, school buses and at all school-sponsored activities, programs and events.

Discrimination, harassment, hazing or bullying 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 are prohibited, and may be subject to disciplinary consequences.

Definitions

Bullying

Bullying is understood to be a hostile activity which harms or induces fear through the threat of further aggression and/or creates terror. In order to facilitate implementation of this policy, provide meaningful guidance and prevent behaviors from rising to a violation of law, this policy will use the term bullying (which is usually subsumed under the term “harassment”) to describe a range of misbehaviors such as harassment, hazing, intimidation or discrimination. The accompanying regulation provides more guidance regarding the definition and characteristics of bullying.

Cyberbullying

Cyberbullying is defined as harassment (see below) through any form of electronic communication.

Discrimination

Discrimination is the act of denying rights, benefits, justice, equitable treatment or access to facilities available to all others, to an individual or group of people because of the group, class or category to which that person belongs (as enumerated in the *Definitions* section, under Harassment, below).

Hazing

Hazing is an induction, initiation or membership process involving harassment which produces public humiliation, physical or emotional discomfort, bodily injury or public ridicule or creates a situation where public humiliation, physical or emotional discomfort, bodily injury or public ridicule is likely to occur.

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Harassment

Harassment has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment and to limit liability.

The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. The harassing behavior may be based on any characteristic, including but not limited to a person's actual or perceived:

- race,
- color,
- weight,
- national origin,
- ethnic group,
- religion,
- religious practice,
- disability,
- sex,
- sexual orientation, or
- gender (including gender identity and expression).

In some instances, bullying or harassment may constitute a violation of an individual's civil rights. The district is mindful of its responsibilities under the law and in accordance with district policy regarding civil rights protections.

Prevention

The school setting provides an opportunity to teach children, and emphasize among staff, that cooperation with and respect for others is a key district value. A program geared to

prevention is designed to not only decrease incidents of bullying but to help students build more supportive relationships with one another by integrating the bullying prevention program into classroom instruction. Staff members and students will be sensitized, through district-wide professional development and instruction, to the warning signs of bullying, as well as to their responsibility to become actively involved in the prevention of bullying before overt acts occur.

Curricular material that raises awareness and sensitivity to discrimination or harassment and civility in the relationships of people of different races, weights, national origins, ethnic groups, religions, religious practices, mental or physical abilities, sexual orientations, sexes or gender expression or identities will be included in the instructional program K-12.

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In order to implement this program the Board will designate at its annual organizational meeting a Dignity Act Coordinator (DAC). The role of the DAC is to coordinate and enforce this policy. In addition, the Superintendent will establish a district-wide Bullying Prevention *Task Force* as well as Bullying Prevention Coordinating Committees in each school that will be overseen by the DAC. Committees will include representation from staff, administration, students and parents. The district-wide task force and the school-level committee will assist the administration in developing and implementing specific prevention initiatives, including early identification of bullying and other strategies. In addition, the program will include reporting, investigating, remedying and tracking allegations of bullying. The accompanying regulation provides more detail on the specific programs and strategies implemented by the district.

Intervention

Intervention by adults and bystanders is an important step in preventing escalation and resolving issues at the earliest stages. Intervention will emphasize education and skill-building.

Successful intervention may involve remediation. Remedial responses to bullying and harassment include measures designed to correct the problem behavior, prevent another occurrence of the behavior and protect the target. Remediation may be targeted to the individual(s) involved in the bullying behavior or environmental approaches which are targeted to the school or district as a whole.

In addition, intervention will focus upon the safety of the target. Staff is expected, when aware of bullying, to either refer the student to designated resources for assistance, or to intervene in accordance with this policy and regulation.

Provisions for students who do not feel safe at school

The Board acknowledges that, notwithstanding actions taken by district staff,

intervention may require a specific coordinated approach if the child does not feel safe at school. Students who do not feel safe at school are limited in their capacity to learn and reach their academic potential. Staff, when aware of bullying, should determine if accommodations are needed in order to help ensure the safety of the student and bring this to the attention of the building principal. The building principal, other appropriate staff, the student and the student's parent will work together to define and implement any needed accommodations.

The district recognizes that there is a need to balance accommodations which enhance student safety against the potential to further stigmatize the targeted student. Therefore, each case will be handled individually. The student, parent/guardian, and school administration will collaborate to establish safety provisions that best meet the needs of the targeted student. Follow-up discussion and/or meetings will be scheduled, as needed, to ensure that safety concerns have been adequately addressed and to determine when and if accommodations need to be changed or discontinued.

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Training

The Board recognizes that in order to implement an effective bullying prevention and intervention program, professional development is needed. The Superintendent, the DAC and the District Professional Development Team will incorporate training to support this program in new teacher orientation and the annual professional development plan, as needed. Training opportunities will be provided for all staff, including but not limited to bus drivers, cafeteria and hall monitors and all staff who have contact with students. The DAC will be trained in accordance with state requirements and will continue their professional development so as to successfully support this policy and program.

Reporting and Investigation

Although it can be difficult to step forward, the district can't effectively address bullying if incidents are not reported. Students who have been bullied, parents whose children have been bullied or other students or staff who observe bullying behavior are encouraged and expected to make a verbal and/or written complaint to any school personnel in accordance with the training and guidelines provided. At all times, complaints will be documented, tracked and handled in accordance with the regulations and procedures accompanying this policy, or, if applicable, 0100, Equal Opportunity and Nondiscrimination, or 0110, Sexual Harassment and the district's Code of Conduct. If a staff person is unsure of the reporting procedure, he/she is expected to inquire about how to proceed by speaking with their supervisor. Incidents will be included in the [School Safety and Educational Climate \(SSEC\) report](#). ~~Violent and Disruptive Incident Reporting (VADIR) system when applicable.~~

There shall be a duty for all school personnel to report any incidents of student-to-student and staff-to-student bullying that they observe to their building principal or other administrator who supervises their employment. In addition, there shall be a further duty for all school personnel to report any incidents of student-to-student and staff-to-student

bullying of which they are made aware by students to their building principals or other administrator who supervises their employment. Supervisors will refer the information to appropriate district staff for investigation as designated in regulation. A district employee may be deemed to have permitted unlawful discrimination or harassment if he/she fails to report an observed incident, whether or not the target complains.

The district is also required under the federal Title IX law and its implementing regulations to adopt a grievance procedure for addressing complaints of sex discrimination and sex-based harassment. The Title IX regulation contain a definition of sex discrimination and sex-based harassment, and a standard under which complaints must be assessed, that is different from the one in state law and this policy. The district is required to address complaints that might constitute sex discrimination and sex-based harassment prohibited under Title IX pursuant to its grievance procedure. Because of this, any complaint of sexual harassment under this policy (covered by state law) should also be reviewed under the district's Title IX grievance procedure, either prior to or in tandem with this policy. See policy 0111 and regulation 0111-R.

The results of the investigation shall be reported back to both the target and the accused in accordance with the accompanying regulation. If either of the parties disagrees with the results of the investigation, they can appeal the findings in accordance with the regulations that accompany this policy.

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Disciplinary Consequences/Remediation

While the focus of this policy is on prevention, bullying acts may still occur. In these cases, offenders will be given the clear message that their actions are wrong and the behavior must improve. Student offenders will receive in-school guidance in making positive choices in their relationships with others. If appropriate, disciplinary action will be taken by the administration in accordance with the district's Code of Conduct, as applicable. If the behavior rises to the level of criminal activity, law enforcement will be contacted.

Consequences for a student who commits an act of bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors, and must be consistent with the district's Code of Conduct.

Non-Retaliation

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

Dissemination, Monitoring, Review, and Reporting

This policy, or a plain language summary, shall be published in student registration materials, student, parent and employee handbooks, and posted on the district's website. A bullying complaint form will be available on the district's website. The district will ensure that the process of reporting bullying is clearly explained.

Each year, as part of the annual review of the Code of Conduct, this policy will be reviewed to assess its effectiveness and compliance with state and federal law. If changes are needed, revisions will be recommended to the Board for its consideration.

The Board will receive the annual ~~SSECVADIR~~ report, for each building and for the district as a whole, with particular attention to the trends in the incidence of bullying. In addition, the Board will receive on an annual basis a more detailed report of the number of bullying incidents that occur, disaggregated by school, student demographic information and type of incident. Based on the review of the data, the Board may consider further action, including but not limited to modification of this policy and additional training.

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The district will ensure that reporting of information to the public will be in a manner that complies with student privacy rights under the Family Educational Rights and Privacy Act (FERPA).

Cross-ref: 0100, Equal Opportunity and Nondiscrimination
0110, Sexual Harassment
4321, Programs for Students with Disabilities
5300, Code of Conduct
5710, Violent and Disruptive Incident Reporting
9700, Staff Development

Ref: Dignity for All Students Act, Education Law, §10 – 18
Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*
Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*
Title VII, Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; 34 CFR §100 *et seq.*
Title IX, Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*
§504, Rehabilitation Act of 1973, 29 U.S.C. §794
Individuals with Disabilities Education Law, 20 U.S.C §§1400 *et seq.*
Executive Law §290 *et seq.* (New York State Human Rights Law)
Education Law §§313(3), 3201, 3201-a
8 NYCRR §§100.2(c), (l), (jj), (kk); 119.6
Tinker v. Des Moines Independent Community School Dist., 393 US 503,
(1969) *Mahanoy Area School District v. B.L.*, 594 U.S. ____ (2021)
Pollnow v. Glennon, 594 F.Sup. 220, 224 *aff'd* 757 F.2d. 496
Zeno v. Pine Plains 702 F3rd 655 (2nd Cir. 2012)

Cuff v. Valley Central School District F3rd 109 (2nd Cir 2012)
Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)
Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)
Faragher v. City of Boca Raton, 524 U.S. 775 (1998)
Burlington Industries v. Ellerth, 524 U.S. 742 (1998)
Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 (1998)
Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)
Appeal of K.S., 43 Ed. Dept. Rep. 492
Appeal of Ravick, 40 Ed. Dept. Rep. 262
Appeal of Orman, 39 Ed. Dept. Rep. 811

Adoption date: July 7, 2004

Revision adopted: January 11, 2010

Revision adopted: May 9, 2011

Revision adopted: June 18, 2012

Revision adopted: September 12, 2022

NURSING MOTHERS IN THE WORKPLACE POLICY

Section "206-c" of the Labor Law requires all employers to provide time to allow nursing employees to express breast milk.

To avail oneself of accommodations set forth in this policy, employees must submit a request to the personnel office [insert appropriate individual and/or office] for a room or location. Requests should, when possible, be provided prior to the employee's return to work to allow the District to designate a location and schedule to accommodate the needs of multiple employees when needed. The District must respond to a request within a reasonable time, not to exceed five (5) business days. Your request should include an anticipated number of breaks needed during the work day and whether you have preferred times to express milk.

The District will provide employees with at least 30 minutes of paid break time each time an employee has a reasonable need to express milk for their infant child(ren) for up to three years following the child's birth. Employees may utilize their paid break time or meal time as well. A break may be postponed for no more than thirty (30) minutes if there is no coverage for the employee at the time.

The District will designate a room or other location to be made available to nursing employees. The room may not be used for any other purpose while it is being utilized by nursing mothers. If the designated room or other location is not solely used by nursing employees, the room or location will be made available to nursing employees when needed. All employees will be given notice as to when such rooms or other locations will be designated for use by nursing employees. The room or location should have a door equipped with a functional lock. If a door with a functional lock is not available, as a last resort the District will utilize a sign indicating the room is in use and not accessible to other employees or the public.

If the District is unable to provide a dedicated room or other location, we may provide the use of a vacant office or other available room on a temporary basis so long as the room is not accessible to the public or other employees while the nursing employee is using the room for expression purposes.

The District must designate a room or other location, other than a restroom or toilet stall, to be made available to employees who make such a request. The room will be (i) in close proximity to the work area; (ii) well lit; (iii) shielded from view; and (iv) free from intrusion from other persons in the workplace or the public. The room or other location will contain a chair, working surface, nearby access to cleaning running water, and an electrical outlet so long as the workplace is supplied with electricity. Expressed milk can be stored in school refrigerators provided it is sealed. Milk should not be stored overnight. The District is not responsible for the safekeeping of any milk stored in district refrigerators.

The District may not discharge, discriminate, threaten, penalize, or in any other manner discriminate or retaliate against any employee because such employee has exercised their rights

afforded under this section. This policy will be provided to all employees annually, upon hire, and to employees returning to work after the birth of a child.

Ref: Labor Law §206-c; <https://dol.ny.gov/breast-milk-expression-workplace>

Adoption date: