

TYPE: Board Meeting

DATE: 12/9/2024 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

1. Great Hurricane Award Info
2. Regionalization Info

4. MINUTES

1. Approval of November 18, 2024 Meeting Minutes Action

5. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: Action
10/28, 10/29, 10/31, 11/1, 11/4, 11/6, 11/7, 11/8, 11/12, 11/13, 11/14,
11/15, 11/21 and CPSE 10/30, 10/31 and 11/15.

6. FINANCIALS

1. Audited and Paid Claims 0087-0092 Action
2. Budget Status Report as of October 31, 2024 Action
3. Budget Transfer Report Nov 2024 Action
4. Revenue Status Report as of October 31, 2024 Action
5. Trial Balances through October 31, 2024 Action
6. Extraclass Activities October 2024 Action
7. Monthly Treasurers Reports - July, August, September, October 2024 Action

7. SUPERINTENDENT'S REPORT

1. Approval of Donation Action
2. Approval of Change Order No. 1 - MRJ Industries, Ltd. Action
3. Disposal of Assets Action
4. Approval of Shared Transportation Contract with William Floyd UFSD Action
5. Field Trip Request/NYSBDA, Syracuse, NY, March 7-9, 2025 Action
6. Approval of Greater Westhampton Historical Museum Contract 24-25 Action
7. Corrective Action Plan for External Audit Year End 2024 Action
8. Budget Transfer Action

8. PERSONNEL

1. Appointment/ES Winter Recreation Director Action
2. Request for Childcare Leave of Absence/ES Art Teacher Action
3. Appointment/Substitute for 2024-2025 School Year Action

9. PUBLIC PARTICIPATION

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

10. REPORTS

1. Postings Info

11. OLD BUSINESS

12. NEW BUSINESS

1. Approval of revised policy - 2350, Board Meeting Procedures Action
2. Approval of revised policy - 6900, Disposal of District Property Action
3. Approval to adopt new policy - 0110.2, Sexual Harassment in the Workplace Action
4. Approval to adopt new policy - 0111, Sex Discrimination and Sex-Based Harassment Under Title IX Action
5. Approval to abolish policy - 0110, Sexual Harassment Action

13. EXECUTIVE SESSION

14. ADJOURNMENT

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



Minutes of Regular Board of Education Meeting
High School School Library
Monday, November 18, 2024 (6:00 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; Jacqueline I. Pirro, Assistant Superintendent for Business; Maryanne Ambrosini, Director of Pupil Personnel Services; Jason Cohen, Director of Athletics; Chris Herr, High School Principal; and 18 attendees.

The meeting was called to order by Ms. Lanni-Hewitt, President at 6:00 p.m.

EXECUTIVE SESSION

On motion of Ms. Arrasate, second by Mr. Stevens, the Board of Education convened into Executive Session at 6:00 p.m. to discuss ongoing negotiations.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Ms. Neumaier, the Board of Education to reconvene from Executive Session at 6:58 p.m.

Vote: Yes 7 No 0

The pledge was conducted.

EDUCATIONAL PRESENTATIONS
HIGH SCHOOL PRESENTATION

High School Presentation - High School principal, Chris Herr spoke about the Drama Club. He introduced Social Studies teacher and Drama Club advisor, Matt Andrew to speak about the Drama Club.

Matt Andrew spoke about the Drama Club and about the students that are part of the club. He shared his pride in the students and spoke about their passion and dedication to the club. The President and Vice President of the club spoke about the club and explained how the club has grown over the years. They shared all of the different opportunities it provides for students. Seven members of the Drama Club then performed a song called "Book Report" from Charlie Brown.

NEW COURSE PROPOSALS
PHYSICAL EDUCATION

Jason Cohen, Athletic Director proposed five new physical education courses and explained each to the board. The new proposed courses and brief descriptions are:

- Team Sports - This semester course provides students with the opportunity to develop skills, knowledge, and strategies for a variety of team sports.
- Fitness & Wellness - This semester course provides students with an understanding of the importance of how physical activity and healthy habits can positively impact their life now and in the future.
- Strength & Conditioning - This semester course provides students with an understanding of proper techniques for a variety of exercises, including both compound and isolation movements that target all major muscle groups.
- Individual / Lifetime Activities - This semester course will include lifelong sport activities that are an important part of a well-rounded physical education curriculum.
- Unified PE - Unified Physical Education creates a positive and inclusive learning environment that benefits all students.

On motion of Ms. Arrasate, second by Mr. Stevens, the new proposed physical education courses listed above be added to the 2025-2026 High School course catalog, to be and is hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

MaryAnn Ambrosini, Director of Pupil Personnel Services proposed a new special education course art course - Peer Mentoring Art and explained the course to the board.

On motion of Mr. Stevens, second by Ms. Arrasate, the new proposed Peer Mentoring Art class be added to the 2025-2026 High School course catalog, to be and hereby is approved.

Vote: Yes 7 No 0

APPROVAL OF MINUTES

On motion of Ms. Wright, second by Ms. Arrasate, the minutes of the November 4, 2024 regular board meeting, to be and are hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Ms. Wright, second by Ms. Arrasate, the recommendations and authorization of funds to implement the special education programs and services consistent with such recommendations of the Westhampton Beach UFSD CPSE meetings of 11/13, to be and hereby is approved.

Vote: Yes 7 No 0

FINANCIALS

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to approve audited and paid claims 0065-0086, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to approve budget transfer reports for July, August, September and October of 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to approve the extraclass activities for September 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

CHANGE ORDER

On motion of Ms. Wright, second by Ms. Neumaier, the request to approve a change order for PTS General Construction LLC with a deduction of \$20,400 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

TAX LEVY

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to approve the 2024-2025 tax levy, as submitted, to be and is hereby approved.

WHEREAS the voters of the Westhampton Beach Union Free School District approved the 2024-2025 School District Budget on May 21, 2024 and approved the Westhampton Beach Library Budget on May 21, 2024, and approved the Westhampton Historical Museum Budget on May 21, 2024 and authorized the Westhampton Beach Board of Education to levy the necessary tax therefore:

BE IT RESOLVED, the Board of Education approves the tax levy for the 2024-2025 school year set at \$34,580,877 for the school district budget, \$2,633,248 collected for the Westhampton Free Library and \$100,000 collected for the Greater Westhampton Historical Museum, for a total tax levy of \$37,314,125.

Vote: Yes 7 No 0

JAMES FORD

On motion of Ms. Arrasate, second by Mr. Fay, the request from James Ford to extend his medical leave of absence through the end of November 2024, returning to his position of ES-HS Physical Education Teacher on December 2, 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

MARICA FIGUEROA

On motion of Ms. Arrasate, second by Ms. Neumaier, the request from Marica Figueroa for an additional period of unpaid leave through February 28, 2025, returning to her teaching position on March 3, 2025, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

LISA DANISI

On motion of Mr. Stevens, second by Mr. Fay, the resignation of Lisa Danisi from her position as a Middle School Teacher Aide effective November 26, 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

ADDITIONAL CLASS SECTION EXTENSION

On motion of Ms. Arrasate, second by Ms. Neumaier, the recommendation to extend the appointment of the following teachers to additional class sections at the Middle School through February 28, 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

CHLOE FRANZA

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to appoint Chloe Franza as a Teacher Aide assigned to the Middle School, effective December 2, 2024, with an annual salary of \$21,500, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

JANINE PRATT LAVERY

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Janine Pratt Lavery as Administrative Temporary ENL Support, effective November 19, 2024 through June 30, 2025. Ms. Pratt Lavery will work on an intermittent basis at a per diem rate of \$700, to be funded by the 2024-2025 School Improvement Grant (SIG). This appointment as submitted is hereby approved.

Vote: Yes 7 No 0

NATALIE MOORE

On motion of Mr. Stevens, second by Ms. Neumaier, the recommendation to appoint Natalie Moore as a Home Tutor, effective November 19, 2024 through June 30, 2025 at a rate of \$30 per hour, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

PUBLIC PARTICIPATION

There was a question about whether the state education department planned to abolish school boards and control local school districts. Dr. Probst explained that the Regionalization Initiative set forth by the New York State Education Department is a collaborative planning approach to ensure equitable educational opportunities for all students throughout the state and that the board will remain intact. More information about this initiative can be found at www.nysed.gov/regionalization.

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. Wright, the Board of Education convened into Executive Session at 7:45 p.m. to discuss ongoing negotiations.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Ms. Neumaier, the Board of Education to reconvene from Executive Session at 9:57 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

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

Vote: Yes 7 No 0

Lisa Rheame, District Clerk

**Westhampton Beach Union Free School District
Committee Meeting Recommendations for Board of Education**

Student:	Board of Education Copy		AltID#:	DOB: 7/31/2007 (17:2)		Grade:	12	
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School			
10/28/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Other Health Impairment	Home Public School District(HPSD) / Westhampton Beach High School			
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Resource Room Program	09/03/2024	06/20/2025	5:1	1	Daily	41min.	Resource Room	
Psychological Counseling Services	09/04/2024	06/20/2025	Individual	1	Weekly	30min.	Counselor's Office	

Student:	Board of Education Copy		AltID#:	DOB: 10/8/2007 (17:0)		Grade:	12	
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School			
10/28/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School			
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Consultant Teacher Services	09/03/2024	06/20/2025	Direct and Indirect	1	Weekly	2hr.	Classroom	

Student:	Board of Education Copy		AltID#:	DOB: 5/22/2007 (17:5)		Grade:	12	
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School			
10/28/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School			
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Special Class	09/03/2024	06/20/2025	15:1	1	Daily	41min.	English / Language Arts Class	

Student:	Board of Education Copy		AltID#:	DOB: 8/10/2006 (18:2)		Grade:	12	
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School			
10/29/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School			
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Consultant Teacher Services	09/03/2024	06/20/2025	Direct and Indirect	1	Weekly	2hr.	Resource Room	

Student:	Board of Education Copy		AltID#:	DOB: 6/2/2007 (17:4)		Grade:	12	
-----------------	-------------------------	--	----------------	----------------------	--	---------------	----	--

Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School
10/29/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Other Health Impairment	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period
Resource Room Program	09/03/2024	06/20/2025	5:1	1	Daily
					Duration
					41min.
					Location
					Resource Room

Student: 'Board of Education Copy' **AltID#:** **DOB:** 7/24/2007 (17:3) **Grade:** 12

Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School
10/29/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period
Special Class - English	09/03/2024	06/20/2025	15:1	5	Weekly
					Duration
					41min.
					Location
					English / Language Arts Class
Counseling					Duration
					30min.
					Location
					Therapy Room

Student: 'Board of Education Copy' **AltID#:** **DOB:** 2/4/2014 (10:8) **Grade:** 05

Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School
10/31/2024	12/09/2024	Committee on Special Education / Reevaluation Review	Classified	Other Health Impairment	Home Public School District(HPSD) / Westhampton Beach Elementary School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period
Integrated Co-teaching Services	10/07/2024	06/27/2025		1	Daily
					Duration
					3hr.
					Location
					Classroom

Student: 'Board of Education Copy' **AltID#:** 528060 **DOB:** 11/25/2011 (12:11) **Grade:** 07

Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School
11/01/2024	12/09/2024	Committee on Special Education / Reevaluation Review	Classified	Autism	Home Public School District(HPSD) / Westhampton Beach Middle School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily
					Duration
					40min.
Integrated Co-teaching Services					Location
					English / Language Arts Class
Integrated Co-teaching Services					Duration
					40min.
					Location
					Math Class
Integrated Co-teaching Services					Duration
					40min.
					Location
					Science Class
Counseling					Duration
					40min.
					Location
					Social Studies Class
Parent Counseling and Training					Duration
					30min.
					Location
					Across All Settings
Speech/Language Consultation					Duration
					1hr.
					Location
					School
Behavioral Intervention Consultation for Team					Duration
					30 minutes
					Location
					School
					Duration
					1 hour
					Location
					Across All Settings

Student: 'Board of Education Copy'		AltID#:	DOB: 6/23/2008 (16:4)	Grade: 11
Meeting Date	BOE Date	Committee / Reason	Decision	Disability
11/04/2024	12/09/2024	Committee on Special Education / Reevaluation Review	Classified	Learning Disability
Recommended Program/Service	Start Date	End Date	Ratio	Frequency
Special Class - English	09/03/2024	06/20/2025	15:1	1
Special Class - Math	09/03/2024	06/20/2025	15:1	1
Special Class - Science	09/03/2024	06/20/2025	15:1	1
Special Class - Social Studies	09/03/2024	06/20/2025	15:1	1
Special Class (BOCES Special Career Education)	09/03/2024	06/20/2025	12:1+1	1
Location	Duration	Period	Placement Recommendation / School	
English / Language Arts Class	41min.	Daily	Home Public School District(HPSD) / Westhampton Beach High School	
Math Class	41min.	Daily		
Science Class	41min.	Daily		
Social Studies Class	41min.	Daily		
Classroom	2hr. 45min.	Daily		

Student: 'Board of Education Copy'		AltID#:	DOB: 3/23/2016 (8:7)	Grade: Ungraded
Meeting Date	BOE Date	Committee / Reason	Decision	Disability
11/04/2024	12/09/2024	Committee on Special Education / Requested Review	Classified	Multiple Disabilities
Recommended Program/Service	Start Date	End Date	Ratio	Frequency
Special Class	09/05/2024	06/27/2025	12:1+4	5
Special Class	07/08/2024	08/16/2024	12:1+4	5
Speech/Language Therapy	09/05/2024	06/27/2025	Small Group	4
Occupational Therapy	09/05/2024	06/27/2025	Small Group	4
Physical Therapy	09/05/2024	06/27/2025	Small Group	5
Occupational Therapy	07/08/2024	08/16/2024	Small Group	1
Physical Therapy	07/08/2024	08/16/2024	Small Group	4
Speech/Language Therapy	07/08/2024	08/16/2024	Small Group	2
Location	Duration	Period	Placement Recommendation / School	
Classroom	5hr. 30min.	Weekly	BOCES Class in a Public School(BOCES-PSD) / Eastern Suffolk BOCES-Westhampton Beh.	
School	5hr. 30min.	Weekly		
Across All Settings	30min.	Weekly		
Across All Settings	30min.	Weekly		
Across All Settings	30min.	Weekly		
Across All Educational Settings	30min.	Weekly		
Across All Educational Settings	30min.	Weekly		
Across All Educational Settings	30min.	Weekly		

Student: 'Board of Education Copy'		AltID#:	DOB: 1/24/2008 (16:9)	Grade: 11
Meeting Date	BOE Date	Committee / Reason	Decision	Disability
11/04/2024	12/09/2024	Committee on Special Education / Initial Eligibility Determination Meeting	Classified	Other Health Impairment
Recommended Program/Service	Start Date	End Date	Ratio	Frequency
Resource Room Program	11/19/2024	06/20/2025	5:1	1
Counseling	11/19/2024	06/20/2025	Individual	1
Location	Duration	Period	Placement Recommendation / School	
Resource Room	41min.	Daily	Home Public School District(HPSD) / Westhampton Beach High School	
Therapy Room	30min.	Weekly		

Student: 'Board of Education Copy'		AltID#:	DOB: 6/9/2010 (14:4)	Grade: 09
---	--	----------------	-----------------------------	------------------

Meeting Date 11/04/2024	BOE Date 12/09/2024	Committee / Reason Subcommittee on Special Education / Amendment - Agreement No Meeting	Decision Classified	Disability Hearing Impairment	Placement Recommendation / School Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service Resource Room Program Hearing Services	Start Date 09/03/2024 09/03/2024	End Date 06/20/2025 06/20/2025	Ratio 5:1 Individual	Frequency 1 2	Period Daily Weekly
	Start Date 09/03/2024	End Date 06/20/2025	Ratio 5:1	Frequency 1	Duration 41min.
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Individual	Frequency 2	Duration 30min.
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Individual	Frequency 2	Location Resource Room Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 9/21/2010 (14:1) Grade: 09					
Meeting Date 11/06/2024	BOE Date 12/09/2024	Committee / Reason Committee on Special Education / Requested Review	Decision Classified	Disability Other Health Impairment	Placement Recommendation / School Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service Integrated Co-teaching Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio 5	Frequency 5	Period Weekly
Integrated Co-teaching Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio 5	Frequency 5	Duration 41min.
Integrated Co-teaching Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio 5	Frequency 5	Location English / Language Arts Class Science Class Social Studies Class Science Lab
Integrated Co-teaching Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio 1	Frequency 1	Duration 41min.
Special Class - Math	Start Date 11/07/2024	End Date 06/20/2025	Ratio 15:1	Frequency 1	Period Every Other Day Daily
Counseling	Start Date 09/03/2024	End Date 06/20/2025	Ratio Individual	Frequency 1	Duration 41min.
Counseling	Start Date 09/03/2024	End Date 06/20/2025	Ratio Small Group	Frequency 1	Duration 30min. 30min.
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Small Group	Frequency 1	Location Math Class Therapy Room Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 5/13/2007 (17:5) Grade: 12					
Meeting Date 11/06/2024	BOE Date 12/09/2024	Committee / Reason Subcommittee on Special Education / Requested Review	Decision Classified	Disability Other Health Impairment	Placement Recommendation / School Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service Consultant Teacher Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio Direct and Indirect	Frequency 1	Period Weekly
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Direct and Indirect	Frequency 1	Duration 2hr.
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Direct and Indirect	Frequency 1	Location Classroom

Student: 'Board of Education Copy' AltID#: DOB: 8/23/2007 (17:2) Grade: 12					
Meeting Date 11/06/2024	BOE Date 12/09/2024	Committee / Reason Subcommittee on Special Education / Requested Review	Decision Classified	Disability Other Health Impairment	Placement Recommendation / School Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service Consultant Teacher Services	Start Date 09/03/2024	End Date 06/20/2025	Ratio Direct and Indirect	Frequency 1	Period Weekly
Counseling	Start Date 09/03/2024	End Date 06/20/2025	Ratio Individual	Frequency 1	Duration 2hr. 30min.
	Start Date 09/03/2024	End Date 06/20/2025	Ratio Individual	Frequency 1	Location Classroom Counselor's Office

Counseling	09/03/2024	06/20/2025	Small Group	1	Bi-weekly	30min.	Counselor's Office
Student:	'Board of Education Copy'						
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	DOB:	Grade:	12
11/06/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Other Health Impairment	12/12/2006 (17:10)	Placement Recommendation / School	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Consultant Teacher Services	09/03/2024	06/20/2025	Direct and Indirect	1	Weekly	2hr.	Resource Room
Student:	'Board of Education Copy'						
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	DOB:	Grade:	12
11/07/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	11/28/2006 (17:11)	Placement Recommendation / School	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Consultant Teacher Services	09/03/2024	06/20/2025	Direct and Indirect	1	Weekly	2hr.	Classroom
Student:	'Board of Education Copy'						
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	DOB:	Grade:	12
11/07/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Learning Disability	3/16/2007 (17:7)	Placement Recommendation / School	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Consultant Teacher Services	09/03/2024	06/20/2025	Direct and Indirect	1	Weekly	2hr.	Classroom
Student:	'Board of Education Copy'						
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	DOB:	Grade:	09
11/08/2024	12/09/2024	Committee on Special Education / Requested Review	Classified	Autism	1/4/2010 (14:10)	Placement Recommendation / School	Home Public School District(HPSD) / Westhampton Beach High School
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	English / Language Arts Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	Social Studies Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	Math Class
Special Class - Science	09/03/2024	06/20/2025	15:1	1	Daily	41min.	Science Class
Special Class - Science	09/03/2024	06/20/2025	15:1	1	Every Other Day	41min.	Science Lab

Psychological Counseling Services	09/03/2024	06/20/2025	Small Group	1	Bi-monthly	30min.	Counselor's Office
Parent Counseling and Training	09/03/2024	06/20/2025	Individual	1	Monthly	1hr.	Classroom
Psychological Counseling Services	09/03/2024	06/20/2025	Individual	1	Bi-monthly	30min.	Counselor's Office
Aide	09/03/2024	06/27/2025	2:1	1	Daily	2 hours	PE, electives, lunch
Speech/Language Consultation	09/03/2024	06/27/2025		1	Quarterly	30 minutes	School
Behavioral Intervention Consultation for Teacher	09/03/2024	06/27/2025		30	Yearly	1 hour	School

Student:	'Board of Education Copy'		AltID#:	6/17/2012 (12:4)		DOB:	07	
Meeting Date	BOE Date	Committee / Reason		Decision	Disability	Placement Recommendation / School		
11/08/2024	12/09/2024	Committee on Special Education / Reevaluation Review		Classified	Autism	Home Public School District(HPSD) / Westhampton Beach Middle School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	40min.	English / Language Arts Class	
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	40min.	Math Class	
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	40min.	Social Studies Class	
Counseling	09/03/2024	06/20/2025	Small Group	1	Weekly	40min.	Science Class	
Parent Counseling and Training	09/03/2024	06/20/2025	Individual	1	Monthly	30min.	Therapy Room	
Behavioral Intervention Consultation for Teacher	09/03/2024	06/27/2025		4	Yearly	1 hour	Virtual Meeting Virtual	

Student:	'Board of Education Copy'		AltID#:	9/25/2006 (18:1)		DOB:	12	
Meeting Date	BOE Date	Committee / Reason		Decision	Disability	Placement Recommendation / School		
11/08/2024	12/09/2024	Subcommittee on Special Education / Reevaluation Review		Classified	Autism	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	
Resource Room Program	09/03/2024	06/20/2025	5:1	1	Daily	41min.	Resource Room	
Parent Counseling and Training	09/03/2024	06/20/2025	Individual	5	Yearly	1hr.	Service Provider's Location Classroom	
Behavioral Intervention Consultation for Team	09/03/2024	06/27/2025		10	Yearly	1 hour		

Student:	'Board of Education Copy'		AltID#:	4/9/2009 (15:7)		DOB:	10	
Meeting Date	BOE Date	Committee / Reason		Decision	Disability	Placement Recommendation / School		
11/12/2024	12/09/2024	Committee on Special Education / Requested Review		Classified	Speech or Language Impairment	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location	

Special Class - Social Studies	09/03/2024	06/20/2025	15:1	5	Weekly	41min.	Social Studies Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	41min.	Math Class
Special Class - English	09/03/2024	06/20/2025	15:1	5	Weekly	41min.	English / Language Arts Class
Speech/Language Therapy	09/03/2024	06/20/2025	Small Group	1	Weekly	30min.	Therapy Room
Psychological Counseling Services	09/03/2024	06/20/2025	Small Group	2	Monthly	30min.	Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 9/30/2007 (17:1) Grade: 11							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/12/2024	12/09/2024	Subcommittee on Special Education / Transfer Student - Agreement No Meeting	Classified	Other Health Impairment	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service							
Special Class - Science	11/13/2024	06/20/2025	15:1	1	Daily	41min.	Science Class
Special Class - English	11/13/2024	06/20/2025	15:1	1	Daily	41min.	English / Language Arts Class
Special Class - Social Studies	11/13/2024	06/20/2025	15:1	1	Daily	41min.	Social Studies Class
Special Class - Science	11/13/2024	06/20/2025	15:1	1	Every Other Day	41min.	Science Lab
Special Class - Math	11/13/2024	06/20/2025	15:1	1	Daily	41min.	Math Class
Psychological Counseling Services	11/13/2024	06/20/2025	Individual	1	Weekly	30min.	Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 6/19/2007 (17:4) Grade: 12							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/12/2024	12/09/2024	Subcommittee on Special Education / Requested Review	Classified	Other Health Impairment	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service							
Special Class - Social Studies	09/03/2024	06/20/2025	15:1	5	Weekly	41min.	Social Studies Class
Special Class - English	09/03/2024	06/20/2025	15:1	5	Weekly	41min.	English / Language Arts Class
Counseling	09/03/2024	06/20/2025	Individual	1	Weekly	30min.	Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 8/19/2009 (15:2) Grade: 09							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/13/2024	12/09/2024	Subcommittee on Special Education / Amendment - Agreement No Meeting	Classified	Hearing Impairment	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service							
Special Class - English	09/03/2024	06/20/2025	15:1	1	Weekly	41min.	English / Language Arts Class
Special Class - Math	09/03/2024	06/20/2025	15:1	1	Daily	41min.	Math Class

Special Class - Science	09/03/2024	06/20/2025	15:1	1	Daily	41min.	Science Class
Special Class - Social Studies	09/03/2024	06/20/2025	15:1	1	Daily	41min.	Social Studies Class
Special Class - Science	09/03/2024	06/20/2025	15:1	1	Alternate days	41min.	Science Lab
Hearing Services	09/03/2024	06/20/2025	Individual	2	Weekly	30min.	Therapy Room

Student: 'Board of Education Copy' AltID#: DOB: 9/30/2010 (14:1) Grade: 09							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/13/2024	12/09/2024	Subcommittee on Special Education / Reevaluation Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	English / Language Arts Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	Science Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Every Other Day	41min.	Science Lab
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	Social Studies Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		1	Daily	41min.	Math Class

Student: 'Board of Education Copy' AltID#: DOB: 10/29/2007 (17:0) Grade: 11							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/14/2024	12/09/2024	Committee on Special Education / Reevaluation Review	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	41min.	English / Language Arts Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	41min.	Social Studies Class
Psychological Counseling Services	09/03/2024	06/20/2025	Individual	2	Monthly	30min.	Counselor's Office
Psychological Counseling Services	09/03/2024	06/20/2025	Small Group	2	Monthly	30min.	Therapy Room
Speech/Language Consultation	09/03/2024	06/27/2025		1	Quarterly	30 minutes	Classroom

Student: 'Board of Education Copy' AltID#: 522106 DOB: 3/27/2006 (18:7) Grade: Ungraded							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School		
11/15/2024	12/09/2024	Committee on Special Education / Amendment - Agreement No Meeting	Classified	Intellectual Disability	Home Public School District(HPSD) / Westhampton Beach High School		
Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Special Class	09/03/2024	06/27/2025	12:1+1	1	Daily	3hr.	Classroom
Special Class (BOCES Special Education)	09/03/2024	06/27/2025	12:1:1	1	Daily	2hr. 45min.	School

Aide	11/18/2024	06/27/2025	1:1	1	Daily	2 hours 45 minutes	BOCES HB Ward
Speech/Language Consultation	09/03/2024	06/27/2025		1	Monthly	30 minutes	Classroom and/or vocational settings

Student: 'Board of Education Copy'							
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School	AltID#:	DOB: 10/24/2013 (11:0)
11/21/2024	12/09/2024	Committee on Special Education / Requested Review	Classified	Autism	Home Public School District(HPSD) / Westhampton Beach Middle School		Grade: 06
<u>Recommended Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>	<u>Frequency</u>	<u>Period</u>	<u>Duration</u>	<u>Location</u>
Special Class - English	09/03/2024	06/20/2025	15:1+1	2	Daily	40min.	English / Language Arts Class
Special Class - Math	09/03/2024	06/20/2025	15:1+1	1	Daily	40min.	Math Class
Special Class - Science	09/03/2024	06/20/2025	15:1+1	1	Daily	40min.	Science Class
Special Class - Social Studies	09/03/2024	06/20/2025	15:1+1	1	Daily	40min.	Social Studies Class
Counseling	09/03/2024	06/20/2025	Small Group (5:1)	1	Weekly	30min.	Counselor's Office
Parent training	09/03/2024	06/20/2025	Small Group	4	Yearly	1hr.	Home & Community
Counseling	09/03/2024	06/20/2025	Individual	2	Monthly	30min.	Counselor's Office
Behavioral Intervention Consultation for Teacher	09/03/2024	06/20/2025		10	Yearly	1 hour	Classroom

**Westhampton Beach Union Free School District
Committee Meeting Recommendations for Board of Education**

Student: 'Board of Education Copy'	AltID#:	DOB: 9/15/2020 (4:1)	Grade: Preschool
Meeting Date	BOE Date	Committee / Reason	Decision
10/30/2024	12/09/2024	Committee on Preschool Special Education / Reevaluation Review	Classified Preschool Disability
Recommended Program/Service	Start Date	End Date	Ratio
Special Education Itinerant Services	09/03/2024	06/27/2025	1:1
Disability	Duration	Period	Location
Preschool Itinerant Services Only (PISO) / Preschool Itinerant Services Only	1hr.	Weekly	School

Student: 'Board of Education Copy'	AltID#:	DOB: 5/16/2020 (4:5)	Grade: Preschool
Meeting Date	BOE Date	Committee / Reason	Decision
10/31/2024	12/09/2024	Committee on Preschool Special Education / Amendment - Agreement No Meeting	Classified Preschool Disability
Recommended Program/Service	Start Date	End Date	Ratio
Special Class in an Integrated Setting	09/04/2024	06/27/2025	18:2:1
Special Class in an Integrated Setting	07/08/2024	08/16/2024	12:1:2
Parent Counseling and Training	09/04/2024	06/27/2025	Individual
Counseling-Social Skills	09/04/2024	06/27/2025	Individual
Speech/Language Therapy	11/04/2024	06/27/2025	Individual
Speech/Language Therapy	09/04/2024	06/27/2025	Small Group
Speech/Language Therapy	07/08/2024	08/16/2024	Individual
Counseling-Social Skills	07/08/2024	08/16/2024	Individual
Frequency	Period	Duration	Location
1	Daily	5hr.	School
1	Daily	5hr. 30min.	Classroom
10	Yearly	1hr.	Special Location
1	Weekly	30min.	Classroom
2	Weekly	30min.	Therapy Room
1	Weekly	30min.	Therapy Room
3	Weekly	30min.	Therapy Room
1	Weekly	30min.	Classroom

Student: 'Board of Education Copy'	AltID#:	DOB: 10/10/2020 (4:1)	Grade: Preschool
Meeting Date	BOE Date	Committee / Reason	Decision
11/15/2024	12/09/2024	Committee on Preschool Special Education / Reevaluation Review	Classified Preschool Disability
Recommended Program/Service	Start Date	End Date	Ratio
Special Class in an Integrated Setting	09/03/2024	06/27/2025	18:2:1
Speech/Language Therapy	09/03/2024	06/27/2025	Individual
Occupational Therapy	12/02/2024	06/27/2025	Individual
Frequency	Period	Duration	Location
1	Daily	5hr. 30min.	School
3	Weekly	30min.	Therapy Room
1	Weekly	30min.	School

Student: 'Board of Education Copy'	AltID#:	DOB: 1/27/2022 (2:9)	Grade: Preschool
---	----------------	-----------------------------	-------------------------

Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School	
11/15/2024	12/09/2024	Committee on Preschool Special Education / Initial Eligibility Determination Meeting	Classified Preschool/No Services Continued EI	Preschool Student with a Disability	Approved Preschool Special Education Program(AP-SEP) / New Interdisciplinary School	
			<u>Frequency</u>	<u>Period</u>	<u>Duration</u>	<u>Location</u>
			1	Daily	5hr.	School
			2	Weekly	30min.	Across All Settings
			3	Weekly	30min.	Across All Settings
			<u>Recommended Program/Service</u>	<u>Start Date</u>	<u>End Date</u>	<u>Ratio</u>
			Special Class in an Integrated Setting	01/06/2025	06/27/2025	18:2:1
			Occupational Therapy	01/06/2025	06/27/2025	Individual
			Speech/Language Therapy	01/06/2025	06/27/2025	Individual

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: WHBES PTA

Address: 379 Mill Rd Westhampton Beach NY 11978

Contact Person: Bridget Satterfield Lindsey Madonesi

Cell
Business-Phone: 631-219-5245 Home Phone: _____

Email Address: whbespta@gmail.com

Donor's relation to the Westhampton Beach UFSD: Organization that works with the elementary school.

Please specify the exact nature of this gift and estimated value: \$10,000 \$5,000 for the Greenhouse and \$5,000 for STEM related activities.

Do you have a specific way you would like to see this gift used? Yes* No _____ If yes, how would

you like to see this gift used? \$5,000 for Greenhouse / \$5,000 for Robotics Kits or 3D Printer.

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

If you wish your name to remain confidential, meaning your name will not appear on the Board of Education Agenda when your gift is accepted, please check here: _____ The organizations name should be mentioned ->

B. Satterfield
Signature

Date 11/15/2024 not ours personally.

Westhampton Beach UFSD Employee accepting donation: _____

Budget code donation to be transferred into: _____

To be completed by the school district

Signature indicates acceptance of the above gift:

President - Board of Education

Superintendent of Schools

BOE Meeting Date: _____

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: November 21, 2024

Re: Change Order No. 1 – MRJ Industries, Ltd.

I respectfully request the Board of Education approve the attached change order request for MRJ Industries, Ltd. relating to the electrical reconstruction work for the new concession stand. The change order is a deduct in the amount of \$4,963.35 for an unused allowance for unforeseen conditions. The original contract was \$543,929.00 and after the deduct will be for \$538,965.65.

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

CHANGE ORDER

AIA DOCUMENT G701

OWNER

SED No.: 58-09-02-02-7-017-001

ARCHITECT

CONTRACTOR

FIELD

OTHER

New Concession Stand

PROJECT: Westhampton Beach UFSD
(name,address) 340 Mill Road
Westhampton Beach, NY 11978
CONTRACTOR: MRJ Industries, Ltd.
(name,address) 98 E. Montauk Highway
Hampton Bays, NY 11946

CHANGE ORDER NUMBER: One
DATE: October 24, 2024
ARCHITECTS PROJECT NO.
CONTRACT DATE: 3/25/2024
CONTRACT FOR: Contract No. 5 - Electrical Recon.

The Contract is changed as follows:

The contract amount shall be amended as follows:

Please see attached:

Deduct: \$4,963.35

Not valid until signed by the Owner, Architect and Contractor.

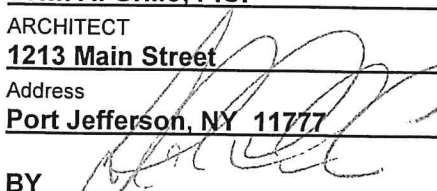
The original (Contract Sum) (Guaranteed Maximum Cost) was.....	\$543,929.00
Net change by previously authorized Change Orders.....	\$0.00
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was.....	\$543,929.00
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$4,963.35
The new (Contract Sum)(Guaranteed Maximum Cost) including this Change Order will be	\$538,965.65
The Contract Time will be (increased)(decreased)(unchanged) by	(0) days

NOTE: The summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

John A. Grillo, P.C.
ARCHITECT
1213 Main Street
Address
Port Jefferson, NY 11777

MRJ Industries, Ltd.
CONTRACTOR
98 E. Montauk Highway
Address
Hampton Bays, NY 11946

Westhampton Beach UFSD
OWNER
340 Mill Road
Address
Westhampton Beach, NY 11978

BY 
DATE 10/24/24

BY 
DATE 11/4/24

BY _____
DATE _____

AIA CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

AIA DOCUMENT G701 CHANGE ORDER 1987 EDITION AIA 1987 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006

Westhampton Beach UFSD
2022 Bond Issue
Contract No. 5 - Electrical Reconstruction
MRJ Industries, Ltd.
SED No.: 58-09-09-09-7-017-001 - New Concession Stand

The Contractor is directed to supply all labor, material and equipment required to complete the following:

1.	Optimum Internet Installation:	Add:	\$ 236.65
2.	Fire Alarm Upgrade:	Add:	\$ 3,400.00
3.	Missile Shot:	Add:	\$ 5,000.00
4.	Approved Saturday Work:	Add:	\$ 6,400.00
5.	An Allowance, in the amount of \$20,000.00, was included in the Contract Documents for unforeseen conditions. The Allowance is being returned to the Owner:	Deduct:	\$20,000.00
		Total Deduct:	\$4,963.35



CHANGE ORDER CERTIFICATION

Must be attached to back of Change Order

FP-COC 09/02, rev 08/06,
rev. 04/10
Page One

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / Albany, NY 12234

Office of Facilities Planning, Room 1060 Education Building Annex
Tel. (518) 474-3906 Fax (518) 486-5918
www.emsc.nysed.gov/facplan/

Instructions: This CERTIFICATION is required for all change orders submitted to SED
Fill out all three parts completely.

Change Order Number:
1

Part One - General Information

Provide separate Change Orders for each Project Number

SED Project Number

5	8	0	9	0	9	0	9	7	0	1	7	0	0	1
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

District BEDS Code

Building Identification Number

Project number

District & Building Name

Westhampton Beach UFSD - New Concession Stand

Type of Project

Reconstruction /Alteration Addition & Alteration New Building Other

Project Description

Contract No. 5 - Electrical Reconstruction

Architect / Engineer firm

John A. Grillo, Architect, PC 1213 Main Street, Port Jefferson, NY
name address

Contact Person

John M. Grillo, Architect 631-476-2161 jmgrillo@jagarchitect.com
name & title phone number & e-mail

Construction Manager firm

Park East Construction Corp. 266 East Jericho Turnpike, South Huntington, NY 11746
name address

Contact Person

James Wojcik, President 631-549-9800 jwojcik@parkeastconstruction.com
name & title phone number & e-mail

District Contact Person

Jacqueline Pirro, Asst. Supt. For Business 631-288-3800 jpirro@whbschools.org
name & title phone number & e-mail

Part Two

Provide the following information for each individual item in the change order:

(Number each item if there is more than one and provide additional sheets as necessary.)

- A. Requested By (Who initiated the change request)
- B. Relationship to Project Scope (How is this change related to the original project scope)
- C. Basis of Need (Describe why the change is needed)
- D. Description of Work (Provide a detailed description of the work or services provided in the change order. Provide text, a drawing or both as necessary to demonstrate code compliance and the individual cost of each item.)

The contract amount shall be amended as follows:

1. Please see attached:

Deduct: \$4,963.35

Requested By: Owner/Architect

Relationship to Project Scope: See above

Basis of Need: See above

Description of Work: See above

CHANGE ORDER CERTIFICATION

FP-COC 04/10

Page Two

Part Three

1

Change order requirements:

- ✓ The scope of the change order must relate to the project scope previously approved.
- ✓ Dollar amounts applied from allowances toward costs associated with the changes must be provided.
- ✓ If the cost of this change order is not within the approved amount as currently established on the SA-4, please provide a Form FP-FI, Request for Revision of Financial Information, with documentation showing the additional authorization of funds.
- ✓ Each change order shall be signed by the president of the board of education, the architect/engineer, and the contractor.

2

Certification of the Superintendent of Schools (District Superintendent if a BOCES project)

The following statements are true and correct to the best of my knowledge and belief:

- The revised total cost is within the authorized appropriation for this project.
- Where any work of this change order requires a type or kind of work that is not included in the original contract documents, the school district's attorney has been contacted to assure conformance with the Opinion of the State Comptroller No. 60-505.

_____ Date

Carolyn Probst
Signature and printed name of the School Superintendent or District Superintendent if a BOCES project

3

Certification of the Architect or Engineer

The following statements are true and correct to the best of my knowledge and belief:

- Work required by this change order is in accordance with applicable sections of the approved contract documents.
- Any plan, sketch, or attachment referenced in this change order is included herein.
- Work required by this change order is in accordance with applicable provisions of the NYS Uniform Fire Prevention and Building Code, State Education Department's building standards, and NYS Department of Labor's Code Rule 56.
- Work required by this change order was designed by an architect or engineer who is currently licensed by the State of New York.
- Work required by this change order that involves asbestos-containing building material (ACBM) was designed by an architect or engineer who is currently licensed by the State of New York and who is appropriately certified as an asbestos designer by the NYS Department of Labor at the time he/she designed the asbestos-related project.

10/24/2024

_____ Date

John A. Grillo, Architect, PC

Architectural / Engineering Firm Name

John M. Grillo

Signature and printed name of the Architect or Engineer

Westhampton Beach Union Free School District
Buildings and Grounds Department

To: Carolyn Probst, Superintendent
From: Anthony Martino, Director of Facilities III
Date: November 19, 2024
Subject: Disposal of Assets

I respectfully request the Board of Education surplus of the following items, as they are outdated and no longer usable.

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

Asset #	Description	Model	Location
No tag	Shoulder Rotation Machine	Cybex	Buildings and Grounds
No tag	Decline Bench		Buildings and Grounds
No tag	Hack Squat Machine		Buildings and Grounds
No tag	Tricep Machine	Cybex	Buildings and Grounds
No tag	Chest Press	Cybex	Buildings and Grounds
000558	Smith Machine		Buildings and Grounds
000560	Squat Rack		Buildings and Grounds
No tag	Old Varsity Mats		Buildings and Grounds

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: 11/1/24

Asset Tag: Yes # _____ No Tag: No Tags

Description of Item: See attached list (weightroom equip.) (5 pcs)

Current Location: Weightroom

Building: HS Room: Weightroom

Reason for Disposal: Damaged and no longer servicable

Name of person requesting disposal: Jason Cohen

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: _____

Weight Room Equipment Disposal

The following is a list of high school weight room equipment for disposal. All pieces listed have been evaluated by a service company. Company stated all manufactures are out of business and the time to source aftermarket parts would be extensive and the liability would be too great.

- Cybex shoulder Int/Ext Rotation machine
- Decline Bench
- Hack Squat Machine
- Cybex Tricep Machine
- Cybex Chest Press

**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: 11/1/24

Asset Tag: Yes # 000558 No Tag: _____

Description of Item: Smith Machine (weightroom equip.)

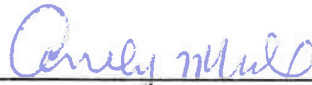
Current Location: Weightroom

Building: HS Room: Weightroom

Reason for Disposal: Damaged and no longer servicable

Name of person requesting disposal: Jason Cohen

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
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: 11/1/24

Asset Tag: Yes # 000560 No Tag: _____

Description of Item: Squat Rack (weightroom equip.)

Current Location: Weightroom

Building: HS Room: Weightroom

Reason for Disposal: Damaged and no longer servicable

Name of person requesting disposal: Jason Cohen

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
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: 11/18/24

Asset Tag: Yes # _____ No Tag: NO

Description of Item: Old Varsity Wrestling Mats

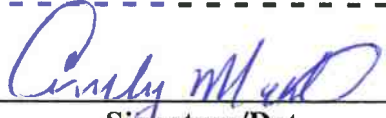
Current Location: Middle School Gymnasium

Building: Middle School Room: Gymnasium

Reason for Disposal: Degrading Material

Name of person requesting disposal: Jason Cohen

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: _____

THIS AGREEMENT made this **10th day of December, 2024** by and between the **BOARD OF EDUCATION, WILLIAM FLOYD UNION FREE SCHOOL DISTRICT**, as the party of the first part, having its principal place of business located at 240 Mastic Beach Road, Mastic Beach, NY 11951, and Westhampton Beach School District, as the party of the second part, located at 340 Mill Road Westhampton Beach, NY 11978.

WHEREAS, the Westhampton Beach School District desires shared transportation services for students and/or chaperones attending the Annual NYSBDA (New York State Band Directors' Association) Symposium on March 7-9, 2025 with the William Floyd Union Free School District;

WHEREAS, the William Floyd Union Free School District will provide shared transportation services for those students and/or chaperones from William Floyd Union Free School District attending the Annual NSBDA (New York State Band Directors' Association) Symposium on March 7-9, 2025;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **PAYMENT TO WILLIAM FLOYD UNION FREE SCHOOL DISTRICT:** The Westhampton School District shall pay to the William Floyd Union Free School District a sum of \$640.38 (\$213.46/seat) for the cost of transportation services for three (3) seats for students and/or chaperones.

2. **GOVERNING LAW:** This agreement shall be governed and interpreted in accordance with the laws of the State of New York.

3. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

4. **GENERAL RELEASE:** The parents, guardians, the Westhampton School District, and the student(s) and/or chaperones hereby release and discharge the William Floyd Union Free School District, its officers, employees, representatives and Board members from all actions, causes of action, suits, charges, complaints and losses of any form whatsoever relating to the student's attendance in the William Floyd Union Free School District and this Agreement.

5. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the amounts due and payable to the William Floyd Union Free School District for services rendered.

6. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between the William Floyd Union Free School District and the Westhampton School District, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

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

8. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

9. **NONWAIYER:** No action or failure to act by the Westhampton School District or the William Floyd Union Free School District shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

10. **ASSIGNMENT OF AGREEMENT:**

The Westhampton School District shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of the William Floyd Union Free School District.

Dated:

Dated:

BY: _____

PRESIDENT
BOARD OF EDUCATION,
WILLIAM FLOYD UNION
FREE SCHOOL DISTRICT

BY: _____

PRESIDENT
BOARD OF EDUCATION,
WEST.HAMPTON
SCHOOL DISTRICT



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: December 2, 2024
RE: Field Trip Request/NYSBDA, Syracuse, New York, March 7-9, 2025

Attached please find an overnight field trip request from Josh Seifert to take two High School Music Students to the New York State Band Directors Association (NYSBDA) for the High School Honor Band Symposium in Syracuse, New York. The trip is scheduled for Friday, March 7, 2025 through Sunday March 9, 2025.

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: JOSH SEIFERT Date of Application: 12/2/24

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

Authorization is requested for transportation only.

PURPOSE: NYSBDA [NEW YORK STATE BAND DIRECTORS ASSOCIATION] HS HONOR BAND SYMPOSIUM

DESTINATION: SYRACUSE, NY

DATE(S) OF EVENT: FRIDAY, MARCH 7 - SUNDAY, MARCH 9, 2025

TIME OF DEPARTURE: 3/7 @ 4AM TIME OF RETURN: 3/9 @ approx. 9PM

SUBSTITUTE NEEDED: Yes No

Description and Number of Students Participating in Field Trip: 2 HS MUSIC STUDENTS:
AVA KUKLIS (grade 12) AND WILLIAM SUKTAJ (grade 9)

Form of Transportation needed: (indicate number of vehicles)

Personal Car _____ Mini-Bus _____ Bus _____

List Additional Chaperones:

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

Registration/Admission Fee:

\$ 835.00 [2 @ \$375.00 for students
1 @ \$85.00 for chaperone]

~~TRANSPORTATION (bus)~~
~~If personal car: number of miles at .58 p/m~~

213.46 [CHAPERONE; students will pay \$213.46 each, out of pocket]

~~LODGING~~
~~Tolls:~~

272.00 [CHAPERONE]

Meals:

125.00 [CHAPERONE]

NO EXTRA PAY

TOTAL

\$ 1,445.46

APPROVAL ROUTE

1- Building Principal/Date

2-Asst. Superintendent for Personnel & Instruction/Date

3-Business Official/Date

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

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

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: JOSH SEIFERT

2. Destination, education purpose of trip, and value to the students: SYRACUSE, NY; NYSBDA HS HONOR BAND SYMPOSIUM; OPPORTUNITY FOR STUDENTS TO PERFORM MUSK AT A HIGH LEVEL OF DIFFICULTY WITH THE BEST NON-ALL-STATE HS STUDENT MUSICIANS IN THE STATE.

3. Which students will participate:
 - a. Number of students 2
 - b. Grade levels 9, 12
 - c. Group(s) _____
 - d. Name (if known) AVA KUKLIS and WILLIAM SULTAN

4. Method of Participant Selection: NYSSMA SOLO RATING FROM SPRING 2024 AND TEACHER RECOMMENDATION.

5. Dates:
 - a. Specify day(s) and date(s) FRIDAY, MARCH 7 - SUNDAY, MARCH 9, 2025
 - b. Are these school days? YES (3/7/25 ONLY)

6. Means of Transportation COACH BUS, ORGANIZED BY WILLIAM FLOYD, SHARED W. OTHER L.I. SCHOOLS
 Transportation Company Name: HAMPTON JITNEY
 Approximate length of traveling time (one way) 6 HOURS

7. Chaperone(s): JOSH SEIFERT

8. Date of last participation for a similar trip: MARCH 2024

9.

	COST		FUNDING SOURCE
	STUDENT	CHAPERONE	
Transportation (C\$213.46 each)	\$426.92	\$213.46	STUDENTS: OUT-OF-POCKET; CHAPERONE: SCHOOL DISTRICT
Admission (students @ \$35 each)	\$750.00	\$85.00	- SCHOOL DISTRICT
Food		\$125.00	
Lodging		\$272.00	
Participation Fees			
Other			✓
TOTALS	\$1,176.92	\$695.46	

10. Accommodations will be at: DOUBLETREE By HILTON SYRACUSE / EMBASSY SUITES By HILTON SYRACUSE
[630] STATE ROUTE 298 / CARRIER CIRCLE, EAST SYRACUSE, NY 13057 [646] OLD COLLAMER ROAD S, EAST SYRACUSE, NY 13057

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

12. Organization sponsoring the program: NYSBDA

13. Substitutes needed?: YES NO How Many? 1 (3rd + 8th periods)

Dates Needed: 3/7/25

14. Other pertinent information: _____

15. Meeting date to be considered by the Board: _____

16. Signature of Teacher or Staff member in charge: Joshua Seifert

17. Signature of Principal recommending trip: _____

Date: 11/2/24



NEW YORK STATE
BAND DIRECTORS
ASSOCIATION

Invoice

Payable To: NYSBDA

**Mail to: Holly McCoy
Treasurer
210 Park Street
Sherrill, NY 13461**

BILL TO:
Westhampton Beach
Josh Seifert
seifertj@whbschools.org

Invoice Number: NYSBDA-2024-526
Invoice Date: 2024-11-12
Grand Total: \$375.00

Chairperson	Honor Band	Payment Terms	Due Date
Holly McCoy	High School Honor Concert Band	Due on receipt	On receipt

Quantity	Description	Unit Price	Line Total
1	Symposium Cost per student (Registration, Conductor's Fee, Music, etc....) William Sultan - Participant ***CHECKS MADE PAYABLE TO: NYSBDA***	\$375.00	\$ 375.00
Subtotal		\$375.00	\$375.00
Total		\$375.00	\$375.00

**Make all checks payable to NYSBDA
THANK YOU FOR SUPPORTING MUSIC!**



NEW YORK STATE
BAND DIRECTORS
ASSOCIATION

Invoice

Payable To: NYSBDA

Mail to:
NYSBDA
PO Box 1396
Webster, NY 14580

BILL TO:
Westhampton Beach
Josh Seifert
seifertj@whbschools.org

Invoice Number: NYSBDA-2024-Symposium
Invoice Date: 2024-11-18
Grand Total: \$85

Payment Terms	Due Date
Due on receipt	On receipt

Quantity	Description	Unit Price	Line Total
1	Symposium Cost per teacher (Registration) ***CHECKS MADE PAYABLE TO: NYSBDA***	\$85	\$ 85
	Subtotal	\$85	\$85
	Total	\$85	\$85

**Make all checks payable to NYSBDA
THANK YOU FOR SUPPORTING MUSIC!**

Fwd: Your Mar-07-2025 Confirmation #94620773

12/02/2024

Jastbn <jastbn@icloud.com>
To: Joshua Seifert <seifertj@whbschools.org>

Mon, Dec 2, 2024 at 7:18 AM

Begin forwarded message:

From: Embassy Suites by Hilton Confirmed <noreply@h6.hilton.com>
Date: Nov 15, 2024 at 9:49 AM
To: Jastbn <jastbn@icloud.com>
Subject: Your Mar-07-2025 Confirmation #94620773



Hi Joshua 
7,253 Points / Silver


See you soon, Joshua Seifert

Your reservation for Mar-07-2025 has been confirmed.
Confirmation #94620773



Embassy Suites by Hilton Syracuse

 6646 Old Collamer Road South
East Syracuse NY 13057 US
[Maps & Directions>>](#)

 +13154463200

7 FRI MAR |  **2 Nights** | **9 SUN MAR**
Check In: 3:00 PM | Check Out: 11:00 AM

 [Add to Calendar](#)

Your Room Information

Guest Name: Joshua Seifert
Guests: 1 Adult
Rooms: 1
Room Plan: 1 KNG BASIC NON SMOKING

Your Rate Information SEASON TO STAY SALE

Rate per night	
07-Mar-2025 - 09-Mar-2025	136.00 USD
Total for Stay per Room Rate	272.00 USD
Taxes	46.24 USD
Total price for Stay	318.24 USD

 [Modify Your Reservation >>](#)

Plan Ahead With These Tips:

Request To Attend Conference

Use this form to submit a request for prior approval to attend an out of district activity/conference/event.

General Info

User	Joshua Seifert
Building	Westhampton Beach High School
Department	Music
Submitted	11/14/2024 7:47 am
Dates	3/7/2025 to 3/9/2025
Reference ID	D10438-A0-L131265878

Conference/Activity Information

Activity Title	NYSBDA (New York State Band Directors Association) Symposium
Description	Statewide conference that focuses on band-specific performances and clinics, culminating in a series of student Honor Band performances.
Website for Description	www.nysbda.org
Purpose for Attending	Attend band-specific workshops and performances; chaperone students who are in the NYSBDA HS Honor Band

Dates

StartDate (mm/dd/yy)	3/7/2025
End Date (mm/dd/yy)	3/9/2025
Meeting Dates/Times	11:30AM - 10PM on 3/7; 8AM - 10PM on 3/8; 8AM - 3PM on 3/9
Destination	Syracuse, NY

Sub Information

Sub Required	Yes
Dates/Times for Sub	3/7/25; HS; 3rd and 8th periods

Provider/Sponsor of Conference

Provider	
Other Provider	NYSBDA

Anticipated Expenses

Registration/Admission Fee	85.00
Estimated Lodging	300.46
Estimated Meals	125.00
Mileage (\$0.65/mi)	401.00
Tolls	28.76
Other	0.00
If other, please explain	

Payment

Payment Type	District pays directly via a Purchase Order
--------------	---

Purchase Oder (optional)

PO Issued to (Name:)	
Address:	
Required by (date)	

Amount \$

Hours (if applicable)

Hours 0.00

Goal(s) and Objective(s)

Select At Least One District Objective **Goal : Instructional Improvement / Best Practice**
 Music/Art Standards-Based Instruction and Assessment

Purpose(s)

Select a Purpose(s) **District Requirement**

Comments

Comments I chose "District Requirement" as the Purpose because I will be chaperoning students.

Finish

Administrator's Section

Approval Summary

Administrator	Approval Type	Status	Date
Herr, Christopher	PRIOR	PENDING	
Fisher, William	PRIOR		
Probst, Carolyn	PRIOR		
Pirro, Jacqueline	PRIOR		
Pirro, Jacqueline	FINAL		

Comments

From Joshua Seifert (Form originally submitted on 11/14/2024 7:47 am)

I chose "District Requirement" as the Purpose because I will be chaperoning students.

Expenses

Description	Requested	Approved	Final
Registration Fee	\$85.00	-----	-----
Transportation	\$401.00	-----	-----
Tolls	\$28.76	-----	-----
Meals	\$125.00	-----	-----
Lodging	\$300.46	-----	-----
Other Expense 1	\$0.00	-----	-----
Other Expense 2	\$0.00	-----	-----
Other Expense 3	\$0.00	-----	-----
Totals	\$940.22		

New York State Band Directors Association - View Nominations

Building	Name	Instrument	Ensemble	Invoice	Bill Status
Westhampton Beach Senior High Sch	Ava Kuklis	Bb Clarinet Clarinet 3	Band	Student Invoice	Download blank Medical Form
Westhampton Beach Senior High Sch	Brett Geller	French Horn	Alternate	Student Invoice	Download blank Medical Form
Westhampton Beach Senior High Sch	William Sultan	Tuba/Sousaphone Tuba	Band	Student Invoice	Download blank Medical Form

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: December 2, 2024

Re: Greater Westhampton Historical Museum Contract 2024-25

I respectfully request the Board of Education approve the attached agreement with the Greater Westhampton Historical Museum.

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



Volz & Vigliotta, PLLC

Thomas M. Volz
Michael G. Vigliotta
David H. Arntsen
Joshua S. Shteierman

Sarah A. Gyimah
Michaela M. Weidtman
Tyleana K. Venable

280 Smithtown Blvd.
Nesconset, NY 11767
Phone (631) 366-2700
Fax (631) 256-1704
www.volzvigliotta.com

November 21, 2024

Jacqueline I. Pirro
Assistant Superintendent for Business
Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, New York 11978

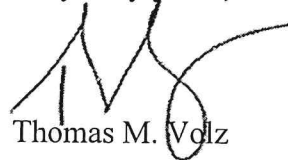
Re: Greater Westhampton Historical Museum

Dear Jackie:

The Greater Westhampton Historical Museum has executed the contract I reviewed with you. Enclosed please find three (3) originals. Kindly have the Agreement Board-approved and executed by the Board President. Two originals can be returned to Hermon J. Bishop at 114 Potunk Lane, P.O. Box 1469, Westhampton Beach, New York 11978. Please copy me on your correspondence to Mr. Bishop which you can then email to me along with an electronic copy of the Agreement. One original should be kept for District files.

Please let me know if you have any questions or concerns.

Very truly yours,



Thomas M. Volz

TMV:sp
Enclosure

AGREEMENT

This Agreement is entered into by and between the: BOARD OF EDUCATION of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter "DISTRICT") having its principal place of business for the purpose of this Agreement at 340 Mill Rd., Westhampton Beach, NY 11978 and the EXECUTIVE BOARD of the GREATER WESTHAMPTON HISTORICAL MUSEUM (hereinafter "HISTORICAL MUSEUM") having its principal place of business for the purpose of this Agreement at 101 Mill Rd., Westhampton Beach 11978.

WHEREAS, the DISTRICT is a School District within the meaning of Section 256 of the Education Law of the State of New York; and

WHEREAS, the HISTORICAL MUSEUM is an HISTORICAL MUSEUM registered with the Regents of the University of the State of New York; and

WHEREAS, Sections 253 and 256 of the Education Law of the State of New York authorizes School Districts to enter into agreements with any historical museum registered with the Regents of the University of the State of New York; and

WHEREAS, the DISTRICT and the HISTORICAL MUSEUM desire to enter into an Agreement pursuant to Sections 253 and 256 of the Education Law of the State of New York.

NOW, THEREFORE, it is mutually agreed as follows:

1. The term of this Agreement shall be from July 1, 2024 through June 30, 2025, inclusive.
2. The HISTORICAL MUSEUM represents that it is an HISTORICAL MUSEUM registered by and with the Regents of the University of the State of New York and otherwise authorized to enter into this Agreement with the District for the provision of HISTORICAL MUSEUM services, rights and privileges to the residents of the DISTRICT.
3. The HISTORICAL MUSEUM agrees to furnish services, rights, and privileges to the residents of the DISTRICT as set forth in the Rules of the Board of Regents governing Chartering and Registration of Museums and Historical Societies with Collections, 8 NYCRR Section 3.27.
4. The HISTORICAL MUSEUM shall furnish said services, rights, and privileges to the residents of the DISTRICT upon the terms and conditions, rules and by-laws as prescribed and now in effect by the HISTORICAL MUSEUM.
5. The DISTRICT agrees to pay to the HISTORICAL MUSEUM the entire amount raised by tax appropriation for the furnishing of said HISTORICAL MUSEUM

services, rights, and privileges within thirty (30) days of receipt. Debt service related to any capital projects or cash flow will be addressed in the future should the need arise.

6. The HISTORICAL MUSEUM agrees to expend all monies received by it from the DISTRICT in maintaining said HISTORICAL MUSEUM, including the provision of the services, rights, and privileges set forth within this Agreement, to the residents of the DISTRICT.
7. The HISTORICAL MUSEUM agrees to provide the DISTRICT with a duplicate of its IRS Form 990 "Return of Organization Exempt From Income Tax" no later than thirty (30) days from the filing thereof with the Internal Revenue Service.
8. The HISTORICAL MUSEUM agrees to provide the DISTRICT with a duplicate of the report of its annual independent audit. Said report shall be provided to the DISTRICT no later than thirty (30) days from the receipt thereof by the HISTORICAL MUSEUM.
9. The HISTORICAL MUSEUM agrees to provide the DISTRICT with copies of any terms and conditions, rules and by-laws as prescribed and now in effect by the HISTORICAL MUSEUM no later than thirty (30) days from the latest date set forth below.
10. The HISTORICAL MUSEUM agrees to provide the DISTRICT with a duplicate of the Affirmation Letter issued to the Westhampton Beach Historical Society (now by virtue of the Amended Charter the HISTORICAL SOCIETY) by the Internal Revenue Service confirming its status pursuant to 26 USC § 501(c)(3) no later than thirty (30) days from the latest date as set forth below.
11. It is expressly understood that this Agreement shall not be assigned or transferred without the prior written consent of the other party.
12. 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.
13. 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.
14. 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.

15. This document represents the complete and exclusive statement of the Agreement between the Parties and supersedes all prior or contemporaneous, oral or written proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

THE GREATER WESTHAMPTON
HISTORICAL MUSEUM

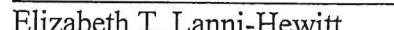


Hermon J. Bishop, Esq.
President, Executive Board

Date

11/19/24

WESTHAMPTON BEACH
UNION FREE SCHOOL DISTRICT


Elizabeth T. Lanni-Hewitt
President, Board of Education

Date

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: December 4, 2024

Re: Corrective Action Plan External Audit Year End 2024



I respectfully request the Board of Education accept the district's corrective action plan for the audit report for fiscal year ending June 30, 2024 prepared by our external auditor R.S. Abrams & Co., LLP.

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

Westhampton Beach Union Free School District

This corrective action plan is in response to the school district's external auditor's year-end report dated June 30, 2024 prepared by R.S. Abrams & Co, LLP.

WORKERS' COMPENSATION RESERVE

1. **Recommendation:** We recommend the district review the Workers' Compensation Reserve balance for reasonableness and utilize the reserve for future claim expenses in order to lower the balance to a reasonable level in relation to their estimated liability.

Corrective Action: During the budget planning for the 2024-2025 school year the district allocated funds from the Workers' Compensation Reserve to fund claim expenses and start to lower the balance as recommended. The Assistant Superintendent for Business will continue to review the reserve balance annually at year end and recommend the transfer of reserve funds as necessary. Anticipated Completion Date: Fiscal Year 2025-2026 with oversight of the Assistant Superintendent for Business.

EXTRA CLASSROOM ACTIVITY FUND

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

Corrective Action: The District Treasurer will continue to meet with all central building treasurers to discuss best practices and procedures. In addition, the Assistant Superintendent for Business will meet with all club advisors on Superintendent's Conference Days to review expectations of the club accounts. Club advisors will be reminded to follow all district procedures as they relate to club expenditure and revenue activities. Anticipated Completion Date: Fiscal Year 2025-2026 with oversight from the Assistant Superintendent for Business.

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2024-2025 SCHOOL YEAR

Requestor: Gwen Gaines G.G.

Date of Request: 12/4/2024

Budget Code to Transfer TO:

Code Number: A2070-490-00-08

Code Title: BOCES In-Service Training - DW

Amount to Transfer: \$ 17,250.00

Budget Code to Transfer FROM:

Code Number: A2070-400-00-05

Code Title: In-Service Training - Contractual

Reason for Transfer: To cover Northwell School Mental Health Education billed by ES BOCES

Back-up attached

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

J. Puro 12/4/2024
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

December 9, 2024

A - CERTIFIED STAFF

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

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

NAME	POSITION	EFFECTIVE DATE	REASON
Sarah Drake	ES Art Teacher	~1/27/25 - 6/27/25	Childcare Leave of Absence

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 of Substitutes

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

NAME	POSITION	RATE OF PAY
Taylor Baker	Substitute Custodial Worker I	\$20/hour

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

NAME	POSITION	RATE OF PAY
Taylor Baker	Substitute Teacher Aide	\$125/day

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2024-2025 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Taylor Baker	Uncertified Per Diem Substitute Teacher	\$125/day
Anthony Cappiello	ES Winter Recreation Director	\$1,976

Date Submitted to the Board of Education: _____

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

Bulletin No. 24/25 – 40

ANTICIPATED OPENINGS

ELEMENTARY SCHOOL WINTER RECREATION PROGRAM

January 27, 2025– March 28, 2025

1 Hour/Day
General Recreation
Painting
Sports
Dance/Exercise
Scrapbooking
Arts & Crafts
Coding
Photography
Board Games
Music
Science Fair
Kindergarten Club

Other Creative and New Ideas Welcome

Indicate what course offering preference you have, what qualifies you to teach that course, and what ideas you have specific to the course content.

Please apply by December 9, 2024 to:

Anthony Cappiello
Director of Winter Recreation
cappielloa@whbschools.org

11/20/2024

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

Bulletin No. 24/25 – 41

VACANCY

**January 2025 Earth Science Regents
Performance Component Set Up and Administration**

January 16, 2025
After school - 2 hours
Compensation at the hourly professional rate of pay (\$50.22/hour)

Please apply by December 10, 2024 to:

Dr. Robert Finn
Director of Guidance and Data Management
Westhampton Beach UFSD
631-288-3800

November 21, 2024

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

Bulletin No. 24/25 – 42

VACANCY

Elementary School Art Teacher Leave Replacement
January 27, 2025 - June 27, 2025

Please apply by December 12, 2024 to:

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

November 25, 2024

BOARD MEETING PROCEDURES

Each Board of Education meeting shall be conducted in an orderly manner which provides time for and encourages community involvement. The order of business at each regular meeting shall be as follows:

1. Call to order
2. Pledge of Allegiance
3. Educational Presentations and updates when applicable
- ~~4. Public Participation~~
45. Approval of minutes of previous meeting
56. Reports and recommendations of the Superintendent of Schools
67. Personnel
7. Public Participation
8. Reports
9. Old business
10. New business
11. Executive session
12. Adjournment

The regular order of business may be changed at any meeting (and for that meeting only) by an affirmative vote of a majority and voting for the proposed change in the regular order of business.

Except in emergencies, the Board shall not attempt to decide upon any question under consideration before examining and evaluating relevant information. The Superintendent shall be given an opportunity to examine and to evaluate all such information, and to recommend action before the Board attempts to make a decision.

The Board may adjourn a regular or special meeting at any place in the agenda providing that arrangements are made to complete the items of business on the agenda at a future meeting. The minutes shall make notice of the adjournment, and the reconvened session shall be considered an addition to these minutes.

Adoption date: September 24, 2001

DISPOSAL OF DISTRICT PROPERTY

Building administrators and support staff supervisors are responsible for identifying obsolete or surplus equipment and supplies within their area(s) of responsibility. Each year, a determination shall be made of which equipment; supplies and/or materials are obsolete and cannot be salvaged or utilized effectively or economically by the school district. Such equipment, supplies, or materials, shall be sold through bid procedures, if possible, for the highest possible price.

The Assistant Superintendent for Business shall be authorized to dispose of obsolete or surplus equipment and supplies in the following manner:

1. reassign the items, as needed, to other locations within the school district;
2. centralize the storage of items of potential usefulness; and/or
3. discard or sell as surplus those items determined to be of no further use or worthless.

Prior to reassigning, storing, discarding, or selling any equipment or supplies (including computer hardware and software), the District shall ensure that all District-related data and information is permanently and completely removed. If such data or information is of a sensitive, personal, or confidential nature, and cannot be permanently and completely removed prior to discarding or selling, the equipment or supplies shall be destroyed, and if reassigned or stored, the District shall note that District data or information has not been permanently and completely removed. The District shall also ensure that all District-related data and information is permanently and completely removed from equipment that is leased from a third-party, prior to returning the equipment. The District shall work with the third-party provider to ensure that District data and information is able to be permanently and completely removed from the equipment.

Following approval by the Board of Education, items may be sold in the following manner:

1. offer to sell the items to local municipalities or local non-profit organizations;
2. sell items at a public sale or on a Board-approved public on-line auction site. In the event of a public sale, notice of availability of such equipment, supplies and materials and requests for bids shall be disseminated through announcements in local newspapers and such other appropriate means. The general public, as well as staff members who are not Board members, officers, or involved in the purchasing function, shall be eligible to bid on the equipment, supplies and/or materials; and
3. sell remaining items as scrap for the best obtainable amount or discard in the safest, least expensive manner.
4. sell items to a re-saler. After obtaining three quotes, items should be sold for the highest price.

Items determined to have no monetary value may be donated at the discretion of the Board of Education or discarded by the District.

Ref. General Municipal Law §§51; 800 et seq.

Ross v. Wilson, 308 NY 605 (1955)

Matter of Baker, 14 EDR 5 (1974)

Op. St. Compt. 58-120

Adoption date: February 4, 2002

Revision adopted: July 7, 2010

Revision adopted: October 21, 2013

Revision adopted: March 21, 2016

SEXUAL HARASSMENT IN THE WORKPLACE

Purpose and Goals

The Westhampton Beach School District (“the district”) is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but the district recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, religion, citizenship/immigration status, military status, disability, pre-disposing genetic characteristics, familial status (including pregnancy, childbirth, or related medical condition), marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual’s race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual’s intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of the district’s commitment to a discrimination-free work environment.

A. Goals of this Policy

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with the district. Employees can also file a complaint with a government agency or in court under federal, state, or local anti discrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

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 regulations 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.

Sexual Harassment and Discrimination Prevention Policy

1. The district's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the district. These individuals include persons commonly referred to as independent contractors, gig workers, and temporary workers. Also included are persons providing equipment repair, cleaning services, or any other services through a contract with the district. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of the district who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or Assistant Superintendent for Personnel. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on Legal Protections.
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject the district to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination,

including managers and supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. The district will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. The district will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, the district will act as required. In addition to any required discipline, the district will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to the Assistant Superintendent for Personnel. This person must also notify the Title IX Coordinator to determine whether a Title IX complaint is warranted. If this person is also designated as the Title IX Coordinator, they must determine whether to proceed under Title IX either instead of or in addition to this policy.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

What Is Sexual Harassment?

Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity, and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of the district's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a hostile work environment include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee's job performance.
- Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other

terms, conditions, or privileges of employment. This is also called quid pro quo harassment.

Any employee or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by this policy.

A. Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. This list is just a sample of behaviors and should not be considered exhaustive. Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
 - Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - Subtle or obvious pressure for unwelcome sexual activities; or
 - Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
 - Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
 - Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
 - This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.

- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
 - Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - Sabotaging an individual's work;
 - Bullying, yelling, or name-calling;
 - Intentional misuse of an individual's preferred pronouns; or
 - Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

B. Who Can be a Target of Sexual Harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. Harassers can be anyone in the workplace. A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, student, volunteer, parent, community member, board member, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

C. Where Can Sexual Harassment Occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or

unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

Retaliation

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as “difficult” and excluding them from projects to avoid “drama”;
- Undermining an individual’s immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- Made a complaint of sexual harassment or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; or
- Encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment. Intentionally false or malicious complaints of sexual harassment may result in corrective or disciplinary action taken against the complainant.

Reporting Sexual Harassment

Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination. Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the Assistant Superintendent for Personnel. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager, or Assistant Superintendent for Personnel.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to Assistant Superintendent for Personnel. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

Bystander Intervention

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

Complaints and Investigations of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The district will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment investigations.

The district recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Assistant Superintendent for Personnel:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, Assistant Superintendent for Personnel will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegations, including documents, emails or phone records that may be relevant to the investigation. Assistant Superintendent for Personnel will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - b. A list of names of those interviewed, along with a detailed summary of their statements;
 - c. A timeline of events;
 - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
 - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) who reported of the right to file a complaint or charge externally as outlined in the next section.

The district will retain the written documentation described above for a period of three years.

Appeals

Either party who is not satisfied with the outcome of the investigation may appeal to the Superintendent by submitting a written request within 15 calendar days of receiving notification of the outcome. The Superintendent will review the documentation from the initial complaint and will hold an informal hearing within 15 calendar days of the receipt of the appeal, where all involved parties may appear. The Superintendent will make a determination in writing within 15 calendar days of the hearing and notify the complainant and alleged harasser in writing of the determination, or that additional time is needed to complete the appeal.

If the Superintendent is the subject of the complaint, the appeal must be filed with the Board President, who will refer the complaint to a trained investigator not employed by the district.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the district, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may also seek the legal advice of an attorney.

A. New York State Division of Human Rights

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time within three years of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the district does not extend your time to file with DHR or in court. The three years are counted from the date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive damages, attorney's fees, and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Go to dhr.ny.gov/complaint for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

B. The United States Equal Employment Opportunity Commission

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e et seq. An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred by does not file a lawsuit.

Individuals may obtain relief in mediation, settlement or conciliation. In addition, federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically file the complaint with the EEOC to preserve the right to proceed in federal court.

C. Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

D. Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement, or coerced sex acts, the conduct may constitute a crime. Those wishing to pursue criminal charges are encouraged to contact their local police department.

E. Contact the District's Title IX Coordinator

The district is required to address instances of sex discrimination and sex-based harassment which could be prohibited under Title IX and its regulations. Employees are encouraged to contact the district's Title IX Coordinator with complaints of sex discrimination and sex-based harassment.

Notice and Training

The district will provide all existing employees with either a paper or electronic copy of the district's sexual harassment policy and regulation, and will provide the same to new employees before the employee starts their job. These materials will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided a translated template policy.

All new employees will receive training on this policy and regulation at new employee orientation or as soon as possible after starting their job, unless they can demonstrate that they have received equivalent training within the past year from a previous employer. All other employees will be provided training at least once a year regarding this policy and the district's commitment to a harassment-free working environment. Principals and other administrative employees who have specific responsibilities for investigating and resolving complaints of sexual harassment will receive yearly training on this policy, regulation and related legal developments. Training will be provided in English and in an employee's primary language, for those languages for which the NYS Department of Labor has provided translated model training.

Annual employee training programs will be interactive and include: (i) an explanation of sexual harassment consistent with guidance issued by the NYS Department of Labor and the NYS Division of Human Rights; (ii) examples of conduct that is unlawful sexual harassment; (iii) information on federal and state laws about sexual harassment and remedies available to victims of sexual harassment; (iv) information concerning employees' right to make complaints and all available forums for investigating complaints; and (v) address the conduct and responsibilities of supervisors.

Conclusion

The policy outlined above is aimed at providing district employees and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or

expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.

Cross-ref: 0111, Sex Discrimination and Sex-Based Harassment Under Title IX

Ref: Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 et seq.
Executive Law §296
Executive Law §296-d (prohibition of sexual harassment of employees and non-employees)
Labor Law §201-g (required workplace sexual harassment policy and training)
Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)
General Obligations Law §5-336 (nondisclosure agreements optional)
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)
Meritor Savings Bank, FSB v. Vinson, 477 U.S. 57 (1986)

Adoption date:

SEX DISCRIMINATION AND SEX-BASED HARASSMENT UNDER TITLE IX

The district does not discriminate on the basis of sex, and prohibits sex discrimination in all of its education programs and activities, as required by Title IX and its regulations. Such discrimination includes sex-based harassment. This policy and related procedures apply to all students, employees, and applicants for employment.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Title IX Coordinator

The district will designate at least one employee as Title IX Coordinator to receive complaints of sex-based discrimination and harassment, and coordinate the district's efforts to comply with Title IX and its regulations. If the district has more than one Title IX Coordinator, the district will designate one to have ultimate oversight over the district's Title IX responsibilities and ensure compliance with the law and its regulations.

Students, employees and applicants may contact the Title IX Coordinator to make complaints about sex discrimination and sex-based harassment.

Grievance Procedures

The district will adopt, publish, and implement grievance procedures, consistent with the requirements of Title IX regulations, that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or are attempting to participate in the district's programs or activities, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or its regulations.

Notice

The district will provide notice of nondiscrimination, this policy, and its grievance procedures, to district students, the parents/guardians/other legal representatives of students, employees, applicants for employment, and collective bargaining units. The notice will include:

1. A statement of nondiscrimination;
2. A prohibition of discrimination;
3. That questions about Title IX can be referred to the Title IX Coordinator, the U.S. Office of Civil Rights, or both;
4. The name and contact information of the Title IX coordinator(s);
5. How to locate this policy;
6. The district's Title IX grievance procedure;
7. How to report information about conduct that may be sex discrimination under Title IX; and

8. How to make a complaint of sex discrimination under Title IX and its regulations.

The district's notice of nondiscrimination will be posted on its website and in each handbook, catalog, announcement, bulletin, and application form which are available to people who are entitled to notice, or otherwise used in connection with the recruitment of employees. However, due to the size or format of those publications, the district may instead include a statement that the district prohibits sex discrimination in its education programs and activities, that individuals may report concerns or questions to the Title IX Coordinator, and the location of the full notice on the district's website.

Employee Requirements

All employees (except those designated as "confidential" under Title IX and those who have been personally subjected to conduct which may constitute sex discrimination under Title IX) are required to notify the Title IX Coordinator if they have information about conduct that reasonably may constitute sex discrimination under Title IX and its regulations.

Supportive Measures

The district will offer supportive measures to complainants or respondents in cases alleging sex discrimination and sex-based harassment, as required by Title IX's regulations. Supportive measures may include, but are not limited to:

1. Counseling;
2. Extensions of deadlines and other course-related adjustments;
3. Escorts while on school grounds or activities;
4. Increased security and monitoring of certain areas of the district;
5. Restrictions on contact applied to one or more parties;
6. Leaves of absence;
7. Changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and
8. Training and education programs related to sex-based harassment.

Emergency Removals and Administrative Leave

The district may remove a respondent from the district's education program or activity on an emergency basis. To do so, the district must perform an individualized safety and risk analysis, determine that an imminent and serious threat to the health or safety of a complainant or any student, employee, or other person justifies removal, and provide the respondent with notice and opportunity to challenge the decision immediately following the removal. Any such removal will be in accordance with the district's responsibilities under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and state Education Law section 3214.

The district may also place an employee respondent on administrative leave while the Title IX grievance process is pending. Any such leave will be in accordance with the district's

responsibilities under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, state Education Law section 3020-a, and state Civil Service Law Section 75.

Pregnancy and Related Conditions

Under Title IX regulations, “pregnancy or related conditions” means:

1. Pregnancy, childbirth, termination of pregnancy, or lactation;
2. Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
3. Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

The district will not discriminate against students, employees, or applicants for employment based on their current, potential, or past pregnancy or related conditions.

Under the Title IX regulations, the district has specific responsibilities regarding students who are pregnant or have related conditions:

1. Providing the student with the contact information of the Title IX Coordinator (required of all employees who are informed by the student or their legal representative of their pregnancy or related condition);
2. Informing the student (and, if applicable, their legal representative who informed the Title IX Coordinator of the pregnancy or related conditions) of their rights under the Title IX regulations and the district’s nondiscrimination notice;
3. Making reasonable modifications, based on the student’s needs and in consultation with the student, as long as they do not fundamentally alter the district’s education program or activity (including but not limited to: health or lactation breaks, absences, online/homebound instruction, time extensions, sitting/standing, access to water, counseling, physical space or supply changes, elevator access, or changes to policies, practices or procedures);
4. Allowing the student to voluntarily access separate programs and activities which are comparable to those offered to students who are not pregnant or have related conditions;
5. Allowing the student, if they are over the compulsory education age, to voluntarily take a leave of absence and to be reinstated to their academic and extracurricular (if possible) status when they return.
6. Providing access to a lactation space (other than a bathroom, which is clean, shielded from view, and free from intrusion from others) to express breast milk;
7. Only requiring supporting documentation that is necessary and reasonable for the district to determine the reasonable modifications to make;
8. Providing medical services comparable to what the district would provide for other temporary medical conditions; and
9. Only requiring certification from a healthcare provider that the student is physically able to participate in the district’s education program or activity if: (a) a certain level of physical ability or health is necessary for participation; (b) all students participating in the

class, program or activity are required to provide such certification; and (c) the information is not used as a basis for prohibited discrimination.

The Title IX regulations require the district to provide reasonable break time and access to a lactation space for employees to express breast milk or breastfeed (if employees are permitted to bring their children to the district's program or activity) as needed. Employees have specific rights to express breast milk under federal and state laws. See policy district policy 9520.6, Policy on the Rights of Employees to Express Breast Milk in the Workplace, for more information.

Training

The district will ensure that all employees receive training related to their duties under Title IX promptly upon hiring or change of position, and annually thereafter. Such training will include the district's obligation to address sex discrimination, the scope of conduct that constitutes sex discrimination and sex-based harassment, and employee notification requirements under Title IX.

Personnel in positions with additional responsibilities under Title IX will receive training specific to those responsibilities. Those positions include investigators, decisionmakers, persons who implement the district's grievance procedures or can modify or terminate supportive measures, informal resolution facilitators (if the district offers informal resolution), and Title IX Coordinator(s) and designees.

Students with Disabilities

For students with disabilities who are either a complainant or respondent for a Title IX complaint, the Title IX Coordinator will consult with members of a student's IEP or placement team to determine how to comply with the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973.

Recordkeeping

The district will maintain for at least seven years:

1. All records documenting the information resolution or grievance procedures for all complaints of sex discrimination, and the resulting outcome;
2. All records documenting the actions the district took in response to notifications received by the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; and
3. All materials used to provide training under Title IX, which must be made available to members of the public upon request.

Related Laws and Policies

Sex discrimination and sex-based harassment are also prohibited under other district policies cross-referenced below. Complaints of sex-based discrimination and harassment should be first reported to the Title IX Coordinator. If reported to another employee, that employee is required to notify the Title IX Coordinator. If the alleged conduct, even if it were true, would not meet the definition or standard of sex-based discrimination or harassment under Title IX, the district will proceed under other applicable policies. Any information gained during a Title IX investigation can be used in the investigation of violations of other policies and subsequent imposition of discipline. The Title IX Coordinator will facilitate the transfer of information to employees designated to address violations of other policies.

Additionally, if the Title IX coordinator has a reasonable suspicion that the alleged harassment involves criminal activity, they must immediately notify the Superintendent, who will then contact appropriate law enforcement authorities.

Cross-ref: 0100, Non-Discrimination and Equal Opportunity
0110.2, Sexual Harassment in the Workplace
0115, Student Harassment and Bullying Prevention and Intervention
5300, Code of Conduct
9520.6, Policy on the Rights of Employees to Express Breast Milk in the
Workplace

Ref: 20 USC §§1681 et seq.
34 CFR Part 106

Adoption date:

SEXUAL HARASSMENT

The Board of Education recognizes that harassment of students, staff and certain “non-employees” (which includes contractors, subcontractors, vendors, consultant and other persons providing services pursuant to a contract, or their employees) on the basis of sex, gender and/or sexual orientation is abusive and illegal behavior that harms targets and negatively impacts the school culture by creating an environment of fear, distrust, intimidation and intolerance. The Board further recognizes that preventing and remedying such harassment in schools is essential to ensure a healthy, nondiscriminatory environment in which students can learn and employees and “non-employees” can work productively.

Sex-based harassment can be comprised of two types of behavior: sexual harassment and/or gender-based harassment. Sexual harassment is unwelcome conduct of a sexual nature, which can include unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature (see regulation 0110-R for examples). Gender-based harassment includes verbal, nonverbal or physical aggression, intimidation or hostility that is based on actual or perceived gender and sexual stereotypes (see regulation 0110-R for examples). Sexual or gender-based harassment of a student can deny or limit the student’s ability to participate in or to receive benefits, services, or opportunities from the school’s program.

The Board is committed to providing an educational and working environment that promotes respect, dignity and equality and that is free from all forms of sexual harassment. To this end, the Board condemns and strictly prohibits all forms of sexual harassment on school grounds, school buses and at all school-sponsored activities, programs and events including those that take place at locations outside the district, or outside the school setting if the harassment impacts the individual’s education or employment in a way that violates their legal rights.

Under various state and federal laws, students, employees and “non-employees” have legal protections against sexual harassment in the school environment as described above. The district’s Code of Conduct also addresses appropriate behavior in the school environment. Sexual harassment can occur between persons of all ages and genders.

In order for the Board to effectively enforce this policy and to take prompt corrective measures, it is essential that all targets of sexual harassment and persons with knowledge of sexual harassment report the harassment immediately. The district will promptly investigate all complaints of sexual harassment, either formal or informal, verbal or written. To the extent possible, all complaints will be treated in a confidential manner. Limited disclosure may be necessary to complete a thorough investigation. If the complainant reports that they feel unsafe at school due to the nature of the complaint, the district will determine if accommodations need to be made until the issue is resolved.

If, after appropriate investigation, the district finds that a student, an employee, “non-employee” or a third party has violated this policy, prompt corrective action will be taken in accordance with the applicable collective bargaining agreement, contract, district policy and state law. Individual nondisclosure agreements may only be used as permitted by law, described in the accompanying regulation. Mandatory arbitration clauses are prohibited in all district contracts and agreements.

All complainants and those who participate in the investigation of a complaint of sexual harassment have the right to be free from retaliation of any kind.

The Superintendent of Schools is directed to develop and implement regulations for reporting, investigating and remedying allegations of sexual harassment. These regulations are to be attached to this policy. In addition, training programs shall be established for students and employees to raise awareness of the issues surrounding sexual harassment and to implement preventative measures to help reduce incidents of sexual harassment. Age-appropriate instructional materials will be incorporated into the curriculum to educate students so that they can recognize and reduce the incidence of sexual harassment.

This policy shall be posted in a prominent place in each district facility, on the district’s website, and shall also be published in student registration materials, student, parent and employee handbooks, and other appropriate school publications.

A committee of administrators shall be convened annually to review this policy's effectiveness and compliance with applicable state and federal law, and to recommend revisions to Board.

Ref: Education Amendments of 1972, Title IX, 20 U.S.C. §1681 *et seq.*
 Title VII of Civil Rights Act (1964), 42 U.S.C. §2000-e; 34 CFR §100 *et seq.*
 Executive Law §296-d (prohibition of sexual harassment of non-employees)
 Labor Law §201-g (required sexual harassment policy and training)
 Civil Practice Law and Rules §§5003-b (nondisclosure agreements optional); 7515 (mandatory arbitration prohibited)
 General Obligations Law §5-336 (nondisclosure agreements optional)
Davis v. Monroe County Board of Education, 526 U.S. 629, 652 (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)
 Office for Civil Rights *Revised Sexual Harassment Guidance (January 19, 2001)*
 Office for Civil Rights, *Dear Colleague Letter: Sexual Harassment Issues (2006)*
 Office for Civil Rights, *Dear Colleague Letter: Bullying (October 26, 2010)*

Adoption date: January 11, 2010

Revision adopted: June 18, 2012

Revision adopted: October 1, 2018