

**TYPE:** Board Meeting**DATE:** 9/12/2022      **TIME:** 7:00 PM**LOCATION:****DETAILS:****1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

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

**3. EDUCATIONAL PRESENTATIONS**

- |    |                   |      |
|----|-------------------|------|
| 1. | Bond Presentation | Info |
|----|-------------------|------|

**4. PUBLIC PARTICIPATION**

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

**5. MINUTES**

- |    |   |        |
|----|---|--------|
| 1. | Approval of the minutes of the August 15, 2022 Board of Education meeting | Action |
|----|---|--------|

**6. SPECIAL EDUCATION**

- |    |   |        |
|----|---|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 8/4, 8/10, 8/22, 9/1 and CPSE 8/23. | Action |
|----|---|--------|

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

- |     |  |        |
|-----|--|--------|
| 1.  | Approval of two (2) Budget transfers   | Action |
| 2.  | Ratification of a Food Service Workers Unit Memorandum of Agreement  | Action |
| 3.  | Resolution authorizing the execution of the Internal Auditor's Engagement letter for the 2022-23 school year   | Action |
| 4.  | Resolution authorizing the execution of an SRO agreement with the Village of Westhampton Beach   | Action |
| 5.  | Resolution authorizing the execution of a Consulting Agreement with Elizabeth Scheiner-Hoppe   | Action |
| 6.  | Resolution authorizing the execution of a Municipal Cooperative Agreement with East Moriches UFSD  | Action |
| 7.  | Resolution authorizing the execution of a stipulation agreement with East Quogue UFSD  | Action |
| 8.  | Approval of a Health Services contract with the Lawrence Public School District for the 2021/22 school year  | Action |
| 9.  | Resolution authorizing the execution of an amended agreement for an individual student for the 2022/23 & 2023/24 school years  | Action |
| 10. | Resolution authorizing the District Clerk to arrange for the appointment of Election Inspectors & Chairperson for the October 19, 2022 Special District meeting (Bond Vote). | Action |
| 11. | Resolution appointing the Chairperson for the Special District Meeting (Bond Vote) to be held on October 19, 2022  | Action |
| 12. | Resolution appointing Election Inspectors for the Special District Meeting (Bond Vote) to be held on October 19, 2022  | Action |

**9. PERSONNEL**

- |     |   |        |
|-----|---|--------|
| 1.  | Appointment/MS Teaching Assistant                                 | Action |
| 2.  | Appointment/HS Permanent Substitute Teachers                      | Action |
| 3.  | Appointment/MS Additional Sections Sixth Grade RTI Support        | Action |
| 4.  | Appointment/MS FACS Leave Replacement Teacher                     | Action |
| 5.  | Appointment/ES RTI-Title I Teacher                                | Action |
| 6.  | Appointment/MS Co-Curricular Advisorships                         | Action |
| 7.  | Appointment/Substitutes   | Action |
| 8.  | Appointment/HS Co-Curricular Advisorships                         | Action |
| 9.  | Appointment/ES Head Custodian                                     | Action |
| 10. | Appointment/Services for Students with Disabilities (SSD) Support | Action |
| 11. | Rescind resignation/MS Cook                                       | Action |

**10. REPORTS**

- |    |         |      |
|----|---------|------|
| 1. | Posting | Info |
|----|---------|------|

**11. OLD BUSINESS****12. NEW BUSINESS**

- |    |   |        |
|----|---|--------|
| 1. | Board Policy 0115 (Student Harassment and Bullying Prevention and Intervention) | Action |
| 2. | Board Policy 1000 (Community Relations Goals)                                   | Action |
| 3. | Board Policy 1110 (School-Sponsored Information Media) deletion                 | Action |
| 4. | Board Policy 1100 (Public Information Program)                                  | Action |
| 5. | Board Policy 2310 (Regular Meetings)  | Action |
| 6. | Board Policy 2340 (Notice of Meetings)  | Action |
| 7. | Board Policy 2360 (Minutes)   | Action |

**13. EXECUTIVE SESSION****14. ADJOURNMENT**

August 15, 2022

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School LGI Room, on August 15, 2022.

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

Also Present: Carolyn J. Probst, Superintendent of Schools; William Fisher, Assistant Superintendent for Personnel & Instruction and Jacqueline I. Pirro, Assistant Superintendent for Business and 7 community members.

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

The pledge was conducted.

EDUCATIONAL PRESENTATION

Bond Presentation - Dr. Probst gave an overview of the proposal for a bond vote to be held on Wednesday, October 19, 2022. The PowerPoint presentation will be available on the District's website.

PUBLIC PARTICIPATION

A parent made a request for a bus stop change for her child.

APPROVAL OF MINUTES

On motion of Mr. Stevens, second by Ms. Arrasate, the minutes of the July 11, 2022 Reorganizational Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Mr. Kast, second by Mr. Stevens, the CSE recommendations from meeting dates 6/21, 7/6, 7/7, 7/8 and 7/19, and the authorization of funds to implement the special education programs and services consistent with such recommendations, to be and hereby are approved.

Vote: Yes 7 No 0

SEQRA RESOLUTIONS – DISTRICT-WIDE CAPITAL IMPROVEMENT PROJECT

On motion of Ms. Donneson, second by Mr. Kast, the following resolutions, to be and hereby are adopted:

**Westhampton Union Free School District  
Proposed District-wide Improvements at the Westhampton Beach Elementary School, Westhampton Beach Middle School  
and Westhampton Beach High School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following district-wide projects at the Westhampton Beach Elementary School, Westhampton Beach Middle School and Westhampton Beach High School: sitework reconstruction inclusive of concrete, sidewalks and parking; ceiling and lighting replacements and upgrades; and floor tile abatements and replacements;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1),(2), and (10), the "maintenance or repair involving no substantial changes in an existing structure or facility"; "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes" and/or "routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1),(2), and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach Elementary School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach Elementary School: the removal of the portable classroom wing; updating instructional spaces, cafeteria and hallways with new HVAC units, new lighting, ceilings, flooring, casework, paint and eight (8) classroom restroom refurbishment; roof replacement; electrical service upgrades, and replacement of the fire alarm system;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1), (2), and (10), the "maintenance or repair involving no substantial changes in an existing structure or facility"; "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes"; and/or "routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1), (2) and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach Middle School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach Middle School: masonry reconstruction of select locations of the exterior wall; reconstruction the existing cupola; restroom reconstruction; replacement of windows; replacement of elevators; installation of new roof top HVAC unit for cafeteria; roof replacement; electrical service upgrades; and replacement of the HVAC system;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1) and (2), the "maintenance or repair involving no substantial changes in an existing structure or facility" and/or "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes" are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action, 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1)

and (2) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

**Westhampton Union Free School District  
Proposed Improvements at the Westhampton Beach High School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) is considering the following projects at the Westhampton Beach High School: replacement-in-kind of eight (8) tennis courts and the practice wall as well as the construction a 10-foot high chain link fence and installation of associated drainage; replacement-in-kind of the existing synthetic turf field and reconstruction of the existing running track and field events; replacement-in-kind of the existing bleachers (home and away) and press box; replacement-in-kind and relocation of the field house (approximately 1,600 square feet); installation of new roof top HVAC unit for cafeteria; library renovation; flooring abatement and replacement; restroom reconstruction; elevator replacement; roof replacement throughout the school building; electrical service upgrades; and HVAC system replacement;

WHEREAS, pursuant to 6 NYCRR §617.5(a), "Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. The actions identified in subdivision (c) of this section apply to all agencies."; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1),(2), (9), and (10), the "maintenance or repair involving no substantial changes in an existing structure or facility"; "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes"; "construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls..."; and/or "routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings" are Type II actions; and

THEREFORE, BE IT RESOLVED, that the Board of Education, after review of the proposed action and 6 NYCRR §617.5, hereby determines that the proposed project is a Type II Action pursuant to 6 NYCRR §§617.5 (c)(1), (2), (9) and (10) of the implementing regulations of the State Environmental Quality Review Act, and will, therefore, by definition, have no significant adverse impact on the environment.

**BOND RESOLUTION – DISTRICT-WIDE CAPITAL IMPROVEMENT PROJECT**

Board Member Heather A. Wright offered the following resolution and moved its adoption:

**RESOLUTION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,  
NEW YORK, ADOPTED AUGUST 15, 2022, CALLING A SPECIAL DISTRICT MEETING  
TO AUTHORIZE THE EXPENDITURE OF MONEYS FOR A DISTRICT-WIDE CAPITAL  
IMPROVEMENT PROJECT AND THE LEVY OF A TAX THEREFOR.**

RESOLVED BY THE BOARD OF EDUCATION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. A Special District Meeting of the qualified voters of the Westhampton Beach Union Free School District, in the County of Suffolk, New York (the "District"), shall be held within the District, on Wednesday, October 19, 2022, at 7:00 o'clock A.M. (Prevailing Time) in the LGI Room (located behind the District Auditorium) of the Westhampton Beach High School, Lilac Road, Westhampton Beach, as provided in the Notice calling said Special District Meeting hereinafter substantially prescribed. The voting at such Special District Meeting shall be by voting machine or paper ballot, as provided by the Education Law, and the polls shall remain open from 7:00 o'clock A.M. to 9:00 o'clock P.M. (Prevailing Time) on said day and as much longer as may be necessary to enable the voters, then present, to cast their votes.

Section 2. The business to be acted upon at said Special District Meeting shall be as stated in the Notice thereof, and the District Clerk is hereby authorized and directed to cause the Notice of said Special District Meeting to be published in "*The Southampton Press (Western Edition)*" and "*Long Island Business News*," two newspapers each having a general circulation within the District, such publications to be at least made four (4) times

within the seven (7) weeks next preceding such Special District Meeting, the first publications to be at least forty-five (45) days prior to the date of said Special District Meeting.

**NOTICE OF SPECIAL DISTRICT MEETING  
WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,  
IN THE COUNTY OF SUFFOLK, NEW YORK  
OCTOBER 19, 2022**

NOTICE IS HEREBY GIVEN that pursuant to a resolution of the Board of Education of the Westhampton Beach Union Free School District, in the County of Suffolk, New York, adopted on August 15, 2022, a Special District Meeting of the qualified voters of said School District will be held on

**WEDNESDAY, OCTOBER 19, 2022**

between the hours of 7:00 o'clock A.M. and 9:00 o'clock P.M. (Prevailing Time) in the LGI Room (located behind the District Auditorium) of the Westhampton Beach High School, Lilac Road, Westhampton Beach, for the purpose of voting upon the following District-wide Capital Improvement Project Bond Proposition:

DISTRICT-WIDE CAPITAL IMPROVEMENT PROJECT BOND PROPOSITION

RESOLVED:

- (a) that the Board of Education of the District is hereby authorized to construct alterations and improvements to all District buildings and sites (the "Project") substantially as described in a report prepared for the District by JAG Architect P.C., dated August 15, 2022 (the "Report"), which report is on file and available for public inspection at the office of the District Clerk, including roof, window and elevator replacement; interior reconstruction and reconfiguration to provide for enhanced instructional, library, cafeteria, and other space; upgrades of heating, ventilation, air conditioning, fire alarm, electrical and plumbing systems; exterior masonry and building envelope improvements; removal of portable classrooms; installation of a new synthetic turf field and running track; and construction of new bleachers, press box and field house, including equipment, machinery, apparatus and ancillary or related site, demolition and other required work, preliminary costs and costs incidental thereto and to the financing thereof (the "Project"), and to expend therefor an amount not to exceed \$33,000,000; provided that the costs of the components of the Project as detailed in the plan may be reallocated among such components if the Board of Education shall determine that such reallocation is in the best interests of the District; and
- (b) that a tax is hereby voted therefor in the amount of not to exceed \$33,000,000 to finance such cost, such tax to be levied and collected in installments in such years and in such amounts as shall be determined by said Board of Education; and
- (c) that in anticipation of said tax, bonds of the District are hereby authorized to be issued in the aggregate principal amount of not to exceed \$33,000,000 and a tax is hereby voted to pay the interest on said bonds as the same shall become due and payable.

Such District-wide Capital Improvement Project Bond Proposition shall appear on the ballots used for voting at said Special District Meeting to be held on October 19, 2022 in substantially the foregoing form.

The voting will be conducted by ballot on voting machines or by paper ballot, as provided in the Education Law and the polls will remain open from 7:00 o'clock A.M. to 9:00 o'clock P.M. (Prevailing Time) and as much longer as may be necessary to enable the voters then present to cast their ballots.

NOTICE IS FURTHER GIVEN that qualified voters of the School District shall be entitled to vote at said Special District Meeting to be held on October 19, 2022. A qualified voter is one who is (1) a citizen of the United States of America, (2) eighteen years of age or older, and (3) resident within the School District for a period of thirty (30) days next preceding said Special District Meeting.

AND FURTHER NOTICE IS HEREBY GIVEN, that applications for absentee ballots must be obtainable during school business hours from the Office of the District Clerk; completed applications must be received by the District Clerk by Wednesday, October 12, 2022 (at least seven (7) days before the Special District Meeting) if the ballot is to be mailed to the voter, or by Tuesday, October 18, 2022 (the day before the Special District Meeting) if the ballot is to be delivered personally to the voter. Absentee voters who qualify under Section 5-612 of the Election Law of New York and whose name appears on the Suffolk County list shall be mailed absentee ballots. No absentee voter's ballot will be canvassed unless it has been received in the Office of the District Clerk not later

than 5:00 o'clock P.M. (Prevailing Time), on the day of the Special District Meeting, October 19, 2022. A list of persons to whom absentee ballots have been issued will be available to qualified voters of the School District in the Office of the District Clerk between the hours of 9:00 o'clock A.M. and 3:00 o'clock P.M. (Prevailing Time), until and including the day set for the Special District Meeting, except Saturday, Sunday and legal school holidays, at the District Office, 340 Mill Road, Westhampton Beach, New York. Any qualified voter may, prior to the Special District Meeting, file a written challenge to the qualifications of any person whose name appears on the list of absentee voters prepared for transmittal to the election inspectors on the day of the Special District Meeting, stating the reason for such challenge. Any such written challenge shall be transmitted by the District Clerk or a designee of the Board of Education to the inspectors of election on the date of the Special District Meeting.

AND FURTHER NOTICE IS HEREBY GIVEN, that military voters who are qualified voters of the School District must apply for a military ballot by submitting an application for a military ballot which is obtainable from the District Clerk or may be downloaded from the School District's website. Completed applications for a military ballot must be returned by mail or in person, and received by the District Clerk not later than twenty-six (26) days before the date of the Special District Meeting (September 23, 2022). Military voters may designate a preference to receive the military ballot application or military ballot by mail, facsimile transmission or electronic mail. Ballots for military voters shall be mailed or otherwise distributed in accordance with the preferred method of transmission on the military ballot application, as soon as practicable, but not later than twenty-five (25) days before the date of the Special District Meeting (September 24, 2022). Irrespective of the preferred method of transmission, military ballots must be returned by mail or in person to the Office of the District Clerk no later than 5:00 o'clock P.M. (Prevailing Time) on the day of the Special District Meeting in order to be counted.

The School District may require all persons offering to vote at the Special District Meeting to provide one form of proof of residency pursuant to Education Law Section 2018-c. Such form may include, but is not limited to, a driver's license, a non-driver identification card, or utility bill. Such voter must also provide his/her signature, printed name and address.

Only qualified voters shall be permitted to vote at said Special District Meeting.

BY THE ORDER OF THE BOARD OF EDUCATION

Dated: August 15, 2022

Judith A. Iannone  
District Clerk

Section 4. The vote upon the Bond Proposition to be submitted to the qualified voters shall be by voting machines or by paper ballot, and the District Clerk is hereby authorized and directed to have the necessary ballot printed in form corresponding as nearly as may be with the requirements of the Education Law.

Section 5. The proceeds of the bonds authorized pursuant to the Bond Proposition set forth in Section 3 hereof, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the District for expenditures made for the purpose or purposes for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member Joyce L. Donneson and duly put to a vote on roll call which resulted as follows:

Elizabeth Lanni-Hewitt	VOTING YES
Heather A. Wright	VOTING YES
Halsey C. Stevens	VOTING YES
Suzanne M. Mensch	VOTING YES
Dawn Arrasate	VOTING YES
George R. Kast, Jr.	VOTING YES
Joyce L. Donneson	VOTING YES

AYES: 7

NOES: 0

The resolution was declared adopted.

INTERNAL AUDITOR

On motion of Mr. Stevens, second by Mr. Kast, the resolution to adopt the Internal Auditor's Risk Assessment Update Report dated August 15, 2022, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

FINAL SHARED SERVICES CONTRACT WITH BOCES

On motion of Mr. Kast, second by Ms. Donneson, the resolution approving the final Shared Services Contract with Eastern Suffolk BOCES for the 2021/22 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

SUMMER TRANSPORTATION

On motion of Mr. Stevens, second by Mr. Kast, the resolution authorizing the execution of a Shared Services contract with Eastern Suffolk BOCES for 2022 Summer transportation, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

BUDGET TRANSFERS

On motion of Mr. Kast, second by Mr. Stevens, six (6) budget transfers, as submitted, to be and hereby are approved:

Vote: Yes 7 No 0

BID AWARD – COACH BUS SERVICES

On motion of Ms. Donneson, second by Mr. Kast, the recommendation to award the bid for coach bus services to North Fork Express Inc., as submitted, to be and hereby is approved.

Vote: Yes 6 No 0  
(Ms. Mensch abstained)

BID AWARD – MUSICAL INSTRUMENTS & EQUIPMENT

On motion of Mr. Kast, second by Ms. Wright, the recommendation to award the musical instruments & equipment bid to Family Melody, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

SURPLUS – MS LIBRARY BOOKS

On motion of Mr. Kast, second by Ms. Donneson, the request to surplus Middle School Library books, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0



SURPLUS – HS CAFETERIA EQUIPMENT

On motion of Mr. Kast, second by Ms. Wright, the request to surplus the following B&G equipment as they are unrepairable & no longer in use, to be and hereby is approved:

Maytag/chest freezer mqc1552TEW00	Asset Tag None
Metro/upright warmer CM200/C175-C(1)N	Asset Tag None
Traulsen/12doorfridge – deli side	Asset Tag 000353
Hatco/countertop warmer GRSDS-24D. Serial #8767429902	Asset Tag 000359

Vote: Yes 7 No 0

DONATION

On motion of Mr. Kast, second by Ms. Donneson, the donation of \$565 for the Varsity golf team's purchase of golf team hats in memory of former student and golf team member CJ Andrews, to be and hereby is accepted.

Vote: Yes 7 No 0

INDIVIDUAL STUDENT TUITION CONTRACTS

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the execution of two (2) individual student tuition contracts for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

ASEP PROVIDER AGREEMENTS

On motion of Mr. Stevens, second by Ms. Donneson, the resolution authorizing the execution of six (6) ASEP (Approved Special Education Program) provider agreements with IDEA funding for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

WAINSCOTT CONTRACT

On motion of Ms. Arrasate, second by Mr. Kast, the resolution authorizing the execution of a special education services contract with the Waincott School District for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

EAST QUOGUE CONTRACT

On motion of Ms. Wright, second by Mr. Stevens, the resolution authorizing the execution of a special education services contract with the East Quogue School District for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

HOME TUTORING AGREEMENTS

On motion of Mr. Kast, second by Ms. Arrasate, the resolution authorizing the execution of six (6) home tutoring agreements with the following agencies for the 2022/23 school year, as submitted, to be and hereby is adopted:

Education at Mather  
Hope for Youth  
iTutor.com  
Learn Well  
Out East Therapy  
St. James Tutoring

Vote: Yes 7 No 0

HS SCIENCE WETLAB

On motion of Ms. Wright, second by Ms. Donneson, the resolution authorizing the execution of an agreement with Matt Parsons, Owner Living Arts Aquariums, for the HS Science Wetlab for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

NYSCOSS FALL LEADERSHIP SUMMIT

On motion of Mr. Kast, second by Ms. Wright, the resolution authorizing the Superintendent of Schools to attend the NYSCOSS Fall Leadership Summit in Saratoga Springs, NY, September 18-20, 2022, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

TEACHERS' ASSOCIATION MOA – COACHING POSITIONS

On motion of Mr. Kast, second by Ms. Donneson, the resolution authorizing the execution of a Memorandum of Agreement with the Teachers' Association, for the following additional coaching positions for the 2022/23 & 2023/24 school years, as submitted, to be and hereby is adopted:

Varsity Baseball Assistant  
Varsity Softball Assistant  
Varsity Soccer Assistant (Boys)  
Varsity Soccer Assistant (Girls)

Vote: Yes 7 No 0

ALL NATIONAL ENSEMBLE CONCERT FIELD TRIP

On motion of Ms. Wright, second by Mr. Stevens, the request from Hannah Pawluk to take one (1) choral student on an overnight field trip to attend the All-National Ensemble Concert in National Harbor, Maryland, November 3 - 6, 2022, to be and hereby is approved.

Vote: Yes 7 No 0

TEXTBOOK ADOPTION

On motion of Mr. Stevens, second by Mr. Kast, the adoption of the following high school textbook, to be and hereby is approved:

*Human Geography for the AP Course  
Hildebrant, Lu, Keller & Neumann, Authors  
Bedford, Freeman & Worth (BFW), Publishers  
2021 First Edition*

Vote: Yes 7 No 0

INDIVIDUAL STAFF CONTRACT AGREEMENTS

On motion of Ms. Wright, second by Ms. Donneson, the resolution authorizing the execution of five (5) individual contracts for the following staff members for the 2022/23, 2023/24 & 2024/25 school years, as submitted, to be and hereby is adopted:

William A. Fisher, Assistant Superintendent for Personnel & Instruction  
Judith Iannone, Confidential Secretary  
Mary Ann Milton, School District Treasurer  
Matthew Ramsay, Network & Systems Administrator  
Naim Walcott, School Lunch Manager

Vote: Yes 7 No 0

SEWDUTT HARPAUL

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Sewdutt Harpaul from his position as a MS Cook, effective June 30, 2022, to be and hereby is accepted.

Vote: Yes 7 No 0

TIERRA NEAL

On motion of Mr. Kast, second by Ms. Donneson, the resignation of Tierra Neal from her position as a MS Food Service Worker, effective June 30, 2022, to be and hereby is accepted.

Vote: Yes 7 No 0

LISA ZAINO-JONES

On motion of Ms. Donneson, second by Mr. Kast, the resolution rescinding the July 11, 2022 appointment of Lisa Zaino-Jones as a .5 FTE Nurse, to be and hereby is adopted.

Vote: Yes 7 No 0

KATHLEEN CIANCIO

On motion of Mr. Kast, second by Ms. Arrasate, the request from Kathleen Ciancio to revise her childcare leave of absence return date to Monday, October 3, 2022, to be and hereby is approved.

Vote: Yes 7 No 0

JULIA OTTINGER

On motion of Mr. Stevens, second by Mr. Kast, the resignation of Julia Ottinger from her position as a HS Math Teacher, effective June 30, 2022, to be and hereby is accepted.

Vote: Yes 7 No 0

THOMAS CUMMINGS

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Thomas Cummings as a HS Math Teacher, effective September 1, 2022, with a four-year probationary period through August 31, 2026, in the tenure area of Mathematics, at Step 1A, BA, at a salary of \$51,877, to be and hereby is approved.

Vote: Yes 7 No 0

KATIE MCCURRY

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Katie McCurry as a HS Art Teacher, effective September 1, 2022, with a four-year probationary period through August 31, 2026, in the tenure area of Art, at Step 3D, MA, at a salary of \$66,315, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

PETER DETORE

On motion of Ms. Donneson, second by Mr. Stevens, the appointment of Peter DeTore as a .7 FTE Physical Education Teacher, assigned to the HS, at Step 1A, BA, at a salary of \$51,877 (prorated), pending receipt of official transcripts, and as a .3 FTE Permanent Substitute, at \$150/day (prorated), effective September 1, 2022, to be and hereby is approved.

Vote: Yes 7 No 0

ASHLEY SIGERSON

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Ashley Sigerson as a HS English Leave Replacement Teacher, at Step 1A, BA, at a salary of \$51,877 (prorated), beginning September 1, 2022 through November 22, 2022, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

CHLOE LAUNDRIE

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Chloe Laundrie as a HS Special Education Leave Replacement Teacher, at Step 1D, MA, at a salary of \$60,651 (prorated), beginning September 1, 2022 through January 27, 2023, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

THOMAS VOLK

On motion of Mr. Kast, second by Ms. Donneson, the appointment of Thomas Volk as a HS Teacher Aide, at a salary of \$21,500 effective September 1, 2022 with a twenty-six week probationary period through March 24, 2023, as per Civil Service Rules & Regulations, to be and hereby is approved.

Vote: Yes 7 No 0

SARAH FRANCESCHINI

On motion of Mr. Kast, second by Ms. Arrasate, the appointment of Sarah Franceschini as a MS .4 FTE Study Skills Teacher, at Step 1A, BA, at a salary of \$51,877 (prorated), pending receipt of official transcripts, and as a .6 FTE Permanent Substitute, at \$150/day (prorated), effective September 1, 2022, to be and hereby is approved.

Vote: Yes 7 No 0

YOLANDA HOLLANDER

On motion of Ms. Arrasate, second by Mr. Kast, the appointment of Yolanda Hollander for the following ES positions, to be and hereby is approved:

Effective September 1, 2022 through June 23, 2023: 0.4 FTE Reading/RTI Teacher	Step 2D, MA, \$63,482 (prorated)
Effective September 1-23, 2022 and June 12-23, 2023: Permanent Substitute	4.25 hours \$150 per day (prorated)
Effective September 28, 2022 through June 9, 2023: Title Teacher	4.25 hours \$25 per hour

Vote: Yes 7 No 0

ES PERM SUBS

On motion of Ms. Donneson, second by Mr. Kast, the appointment of the following as ES Permanent Substitute Teachers effective September 28, 2022 through June 9, 2023 at \$150/day, to be and hereby are approved:

Alyssa Bertolino  
Deborah LoGelfo  
Jessica Nicholson  
Jenny Price

Vote: Yes 7 No 0

HS DRIVER'S ED

On motion of Mr. Kast, second by Ms. Arrasate, the appointment of Frank Mancuso as the HS Driver Education Teacher for the 2022/23 school year, to be and hereby is approved.

Vote: Yes 7 No 0

HOME TUTORS/PROCTORS

On motion of Mr. Kast, second by Ms. Arrasate, the appointment of the following as home tutors/proctors, to be and hereby are approved:

Gretchen Jellett (returning)  
Dennis Treubig (returning)  
General Education Teachers (District Employees)  
Special Education Teachers (District Employees)

Vote: Yes 7 No 0

SUPPORT STAFF COMPENSATION RATE

On motion of Mr. Stevens, second by Mr. Kast, the recommendation to amend the Support Staff Compensation Authorization which was approved at the July 11, 2022 Re-org meeting to include the We Care Director at \$21/hr., to be and hereby is approved.

Vote: Yes 7 No 0

WE CARE DIRECTOR

On motion of Ms. Donneson, second by Ms. Wright, the appointment of Sandora Mazzella as the ES We Care Director for the 2022/23 school year at \$21/hr., to be and hereby is approved.

Vote: Yes 7 No 0

ADDITIONAL SECTIONS

On motion of Mr. Kast, second by Mr. Stevens, the appointment of the following teachers to additional class sections for the 2022/23 school year, to be and hereby are approved:

Amy Demchak-Connell      02 FTE HS Business  
Nicholas Kochis            02 FTE HS Math  
Kristy Mitsos                02 FTE HS Math

Vote: Yes 7 No 0

CONNOR DAVIS

On motion of Mr. Kast, second by Mr. Stevens, the resignation of Connor Davis as a MS Boys' Soccer Coach in order to volunteer for the golf program for the fall sports season, to be and hereby is accepted.

Vote: Yes 7 No 0

COACHING APPOINTMENTS

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

Sport	Level	Coach	Step	Salary
Football	MS	Cole Malsky	1	\$4,141.60
Girls Volleyball	JV	Sarah Fabian	1	\$5,093.28
Boys Soccer	V. Asst.	Detore, Peter	1	\$5,870.03
Boys Soccer	MS	Smith, Michael	1	\$4,141.60
Girls Soccer	V Asst.	Olivotti, Jaclyn	1	\$5,870.03

Vote: Yes 7 No 0

SUBSTITUTES

On motion of Ms. Donneson, second by Mr. Kast, the appointment of the following substitutes, to be and hereby are approved:

**SUBSTITUTE TEACHERS:**

Allan Labbe (returning)  
Barbara Mims (returning)  
Emily Hilbert (returning)  
Jody Geib (returning)  
Mary Ann Mansfield (returning)  
Perry Jacobs (returning)  
Susan Rosenberg (returning)  
Zachary Zieniewicz (returning)

**SUBSTITUTE CLERICAL, NURSES, AIDES, GUARDS, CUSTODIAL, MONITORS, FSW:**

Ana Garcia - Clerical (returning)  
Beatrice Allen - Clerical (returning)  
Joseph Camelliri - Custodial (returning)  
Paulann Hoffman - Monitor (returning)  
Theresa DiResta - Clerical (returning)  
Thomas Barnes - Monitor (returning)  
Yajaira Pittelli - Teacher Aide/Office Assistant (returning)

Vote: Yes 7 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

SCHOOL SAFETY PLAN

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

Vote: Yes 7 No 0

NEW BUSINESS - BOARD POLICIES

Board Policy 5300 (Code of Conduct)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Mr. Kast, the resolution to waive the second and third readings and adopt the above policy, with minor changes, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 1400 (Public Complaints)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Ms. Wright, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 1405 (Complaints About Certain Federally Funded Programs)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 2160 (School District Officer & Employee Code of Ethics)

The first reading of the above policy was held.

On motion of Mr. Kast, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 2330 (Executive Sessions)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Mr. Kast, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 2520 (Board Member Training)

The first reading of the above policy was held.

On motion of Mr. Kast, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 4810 (Teaching About Controversial Issues)

The first reading of the above policy was held.

On motion of Mr. Kast, second by Mr. Stevens, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 6655 (Internal Audit Function)

On motion of Ms. Wright, second by Mr. Kast, the resolution to delete the above policy, to be and hereby is adopted.

Vote: Yes 7 No 0



Board Policy 6680 (Internal Audit Function)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Ms. Donneson, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 6741 (Contracting for Professional Services)

The first reading of the above policy was held.

On motion of Mr. Kast, second by Mr. Stevens, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:56 PM to discuss contract negotiations with the food service and aides/monitors units, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Kast, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 9:58 PM, to be and hereby is approved.

Vote: 7 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Ms. Arrasate, all business being completed, Ms. Mensch declared the meeting adjourned at 9:58 PM.

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Judy Iannone, District Clerk

August 15, 2022

**WESTHAMPTON BEACH UFSD**  
**REQUEST FOR BUDGET TRANSFER**  
**2021-2022 SCHOOL YEAR**

Requestor: J. Piro

Date of Request: 9/6/2022

Budget Code to **Transfer TO:**

Code Number: A 9089-800-00-05

Code Title: Other Employee Benefits

Amount to Transfer: \$ 149,329.29

Budget Code to **Transfer FROM:**

Code Number: A 9060.800.00.05

Code Title: Medical Insurance

Reason for Transfer:

*TO COVER Retirement benefit payments  
(compensated absence payments)*

Back-up attached

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

J. Piro  
Asst. Supt for Business

9/8/2022  
Date

Carolyn Puro  
Superintendent

9-8-22  
Date

\_\_\_\_\_ Transfer #

\_\_\_\_\_ Transfer Made By

\_\_\_\_\_ Transfer Date

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

Date of BOE Approval \_\_\_\_\_

# WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2022

Fiscal Year: 2022

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Available Balance
9040-800-00-05	Workers Compensation	198,245.00	0.00	198,245.00	185,218.00	0.00	13,027.00
9045-800-00-05	Life Insurance	14,000.00	-7,000.00	7,000.00	4,372.84	0.00	2,627.16
9050-800-00-05	Unemployment Insurance	130,600.00	-120,000.00	10,600.00	4,622.00	0.00	5,978.00
9055-800-00-05	Disability Insurance	16,500.00	0.00	16,500.00	15,010.58	0.00	1,489.42
9060-153-00-05	Medical Ins.Declinations	0.00	758,000.00	758,000.00	757,837.50	0.00	162.50
9060-800-00-05	Medical Insurance	7,179,174.80	-696,500.00	6,482,674.80	6,232,895.59	0.00	249,779.21
9060-801-00-05	Dental Insurance	201,746.00	-6,362.08	195,383.92	167,858.67	0.00	27,525.25
9089-800-00-05	Other Employee Benefits	0.00	7,500.00	7,500.00	156,829.29	0.00	-149,329.29
9711-810-00-05	Term Bond Principal	3,210,000.00	100,590.28	3,310,590.28	3,310,590.28	0.00	0.00
9711-710-00-05	Term Bond Interest	540,759.00	-100,590.28	440,168.72	436,991.53	0.00	3,177.19
9760-710-00-05	T.A.N. Interest	168,000.00	-153,871.77	14,128.23	12,405.56	0.00	1,722.67
9787-610-00-05	Installation Debt Laptops	652,768.00	0.00	652,768.00	652,767.00	0.00	1.00
9901-950-00-05	Transfer to Special Aid F	45,000.00	0.00	45,000.00	35,575.00	0.00	9,425.00
9950-900-00-05	Transfer to Capital Funds	1,064,500.00	0.00	1,064,500.00	1,064,500.00	0.00	0.00
<b>Total GENERAL FUND</b>		<b>60,108,537.00</b>	<b>27,356.33</b>	<b>60,135,893.33</b>	<b>57,942,929.68</b>	<b>26,463.11</b>	<b>2,166,500.54</b>

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

Requestor: J Piro

Date of Request: 9/7/2022

Budget Code to **Transfer TO:**

Code Number: A2810.150.00.01

Code Title: Instructional Salaries HS

Amount to Transfer: \$ 27,958.40

Budget Code to **Transfer FROM:**

Code Number: A2250 150-00-01

Code Title: Instructional Salaries HS

Reason for Transfer:

*Re allocation of salaries charged  
to 611/619 Grants*

Back-up attached

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

J Piro      9/7/22  
Asst. Supt for Business      Date      Superintendent      Date

\_\_\_\_\_ Transfer #

\_\_\_\_\_ Transfer Made By

\_\_\_\_\_ Transfer Date

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

Date of BOE Approval \_\_\_\_\_

# WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 09/07/2022

Fiscal Year: 2023

## Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Available Balance
2110-160-00-02	Secretarial Salaries - MS	38,100.00	0.00	38,100.00	6,660.15	31,439.85	0.00
2110-160-00-03	Secretarial Salaries - ES	38,100.00	0.00	38,100.00	6,266.87	29,583.13	2,250.00
2110-160-00-05	Secretarial Salaries	33,471.00	0.00	33,471.00	5,851.01	27,619.99	0.00
2110-161-00-05	Substitute Clerical Salar	25,000.00	0.00	25,000.00	0.00	0.00	25,000.00
2110-162-00-01	School Monitors - HS	17,550.00	0.00	17,550.00	0.00	0.00	17,550.00
2110-162-00-02	School Monitors - MS	70,292.25	0.00	70,292.25	0.00	0.00	70,292.25
2110-162-00-03	School Monitors - ES	91,072.80	0.00	91,072.80	0.00	0.00	91,072.80
2110-162-00-05	School Monitors	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
2110-163-00-01	Security - HS	129,817.00	0.00	129,817.00	1,769.72	129,321.26	-1,273.98
2110-163-00-02	Security - MS	72,404.00	600.00	73,004.00	12,761.68	60,242.32	0.00
2110-163-00-03	Security - ES	49,393.00	0.00	49,393.00	563.43	48,829.57	0.00
2110-163-00-05	Security	86,744.00	0.00	86,744.00	4,334.00	64,335.04	18,074.96
2110-164-00-03	Teacher Aides - ES	23,012.00	0.00	23,012.00	324.12	22,688.10	-0.22
2110-164-00-05	Home Tutoring Salaries	47,000.00	0.00	47,000.00	0.00	0.00	47,000.00
2250-150-00-01	Instructional Sal - HS	1,278,696.65	0.00	1,278,696.65	15,484.81	1,170,137.04	93,074.80
2250-150-00-02	Instructional Sal - MS	1,234,497.00	0.00	1,234,497.00	12,704.88	1,042,289.92	179,502.20
2250-150-00-03	Instructional Sal - ES	1,141,944.60	0.00	1,141,944.60	13,565.96	1,118,308.44	10,070.20
2250-150-00-05	Instructional Salaries	10,000.00	0.00	10,000.00	2,108.00	0.00	7,892.00
2250-155-00-01	Teacher Asst Sal - HS	27,155.00	0.00	27,155.00	373.13	26,118.87	663.00
2250-155-00-03	Teacher Asst Sal - ES	96,156.00	0.00	96,156.00	848.93	67,474.07	27,833.00
2250-160-00-05	Clerical Salaries	48,842.00	500.00	49,342.00	8,625.36	40,716.64	0.00
2250-164-00-01	Teacher Aide Sal - HS	119,965.00	0.00	119,965.00	1,800.24	141,650.02	-23,485.26
2250-164-00-02	Teacher Aide Sal - MS	2,000.00	0.00	2,000.00	311.85	21,517.44	-19,829.29
2250-164-00-03	Teacher Aide Sal - ES	110,012.00	0.00	110,012.00	1,151.50	84,320.38	24,540.12
2250-164-00-05	Teacher Aide Salaries	31,500.00	0.00	31,500.00	0.00	0.00	31,500.00
2610-150-00-01	Instructional Sal - HS	129,434.95	0.00	129,434.95	4,515.34	125,579.01	-659.40
2610-150-00-02	Instructional Sal - MS	94,605.50	0.00	94,605.50	1,625.68	91,245.17	1,734.65
2610-150-00-03	Instructional Sal -ES	133,085.75	0.00	133,085.75	2,108.20	128,376.72	2,600.83
2630-160-00-01	Non-Instruct Sal - HS	228,930.00	0.00	228,930.00	40,018.71	188,911.29	0.00
2630-160-00-02	Non-Instruct Sal - MS	81,749.00	0.00	81,749.00	14,290.34	67,458.66	0.00
2630-160-00-03	Non-Instruct Sal - ES	58,272.00	0.00	58,272.00	10,186.39	48,085.65	-0.04
2630-160-00-05	Non-Instructional Salarie	124,408.00	0.00	124,408.00	20,928.19	98,791.81	4,688.00
2810-150-00-01	Instructional Sal - HS	474,105.00	0.00	474,105.00	6,808.70	491,473.70	-24,177.40
2810-150-00-02	Instructional Sal - MS	304,771.00	0.00	304,771.00	4,094.10	298,996.90	1,680.00
2810-150-00-03	Instructional Sal - ES	129,102.56	0.00	129,102.56	1,502.54	130,219.46	-2,619.44
2810-150-00-05	Instructional Sal - DW	181,487.00	4,615.00	186,102.00	32,532.02	153,569.98	0.00
2810-158-00-01	Instruct Sal- Summer - HS	33,000.00	0.00	33,000.00	8,784.82	0.00	24,215.18
2810-158-00-02	Instruct Sal- Summer - MS	15,300.00	0.00	15,300.00	7,890.22	0.00	7,409.78
2810-160-00-01	Non-Instruct Sal - HS	197,403.00	0.00	197,403.00	34,245.30	161,657.70	1,500.00

## MEMORANDUM OF AGREEMENT

**AGREEMENT** made this        day of September, 2022 by and between the Westhampton Beach UFSD (the "DISTRICT") and the WESTHAMPTON FOOD SERVICE WORKERS ASSOCIATION (UPSEU) (hereinafter the "ASSOCIATION")

**WHEREAS**, the parties have engaged in negotiations leading to a successor collective bargaining agreement to that which expired on June 30, 2022; and

WHEREAS, the parties have reached agreement on the matter of the terms and conditions of employment to be memorialized within said collective bargaining agreement;

NOW, THEREFORE, the parties do hereby "stipulate and agree" to the following provisions:

I.        GENERAL

A. Subsequent to the execution and approval/ratification of this MOA, the parties shall expeditiously develop the collective bargaining agreement language necessary to implement the agreements contained herein in order to execute the successor CBA to exist between the parties.

II.      CONTINGENCY

A. This MOA shall be subject to the ratification by the Board of Education of the "DISTRICT" and ratification by members of the "ASSOCIATION".

B. Notwithstanding the above requirement, the negotiating representatives of both parties hereby support this MOA and agree to recommend its approval/ratification to respectively, the Board of Education and the rank-and-file of the "ASSOCIATION".

### III. TERM

A. A two (2) year extension to the Agreement which expired on June 30, 2022 is to be effected providing for an expiration date of June 30, 2024.

B. Article XIV - Unit members (other than Cooks and Assistant Cooks) are to receive retroactive to September 1, 2022 hourly rate increases of \$3.50; as of September 1, 2023 all unit members are to receive hourly rate increases of \$1.50.

Cooks and Assistant Cooks (full-time) are to receive retroactive to September 1, 2022 hourly rate increases of \$4.00.

New hirees are to start at \$16.50 (food service workers); \$18.50 (assistant cooks); and \$21.50 (cooks).

C. Article XIV – final paragraph is to be replaced with: Longevity payments are to be awarded to unit members each year upon the completion of the following years of service to the District: \$300 upon five (5) years of service to the District; \$400 upon the completion of ten (10) years of service to the District; \$500 upon the completion of fifteen (15) years of service to the District; and \$600 upon the completion of 20 years of service to the District.

D. Article XI – to be amended to provide for an annual uniform allowance of \$300 to cooks and assistant cooks; and \$100 to food service workers.

E. Article VIII – para B to be omitted and in its stead it is to be provided: Unused leave days as provided for within this article are to be paid-out at the end of each

contract year in an amount based upon the unit member's per diem rate (as computed based upon his/her assigned hours).

All other terms and conditions not amended above are to remain as provided for within the CBA which expired on June 30, 2022.

FOR THE ASSOCIATION

\_\_\_\_\_  
Pat DeFelice, UPSEU, LRS

\_\_\_\_\_  
Hark Ebsen

\_\_\_\_\_  
Gabriela Argote Albrecht

\_\_\_\_\_  
Melina Kosasih

\_\_\_\_\_  
Vanessa Jones

\_\_\_\_\_  
Mike Harpaul

FOR THE DISTRICT

\_\_\_\_\_  
Carolyn J. Probst, Supt.

\_\_\_\_\_  
William Fisher, Ass't Supt.

\_\_\_\_\_  
Jacqueline Pirro, Ass't Supt.



Westhampton Union Free School District  
**Business Office**

To: Carolyn Probst

From: Jacqueline I. Pirro



Date: August 29, 2022

Re: Internal Audit Engagement Letter

I am requesting the Board of Education approve the attached engagement letter from Cullen & Danowski, LLP detailing the internal control services they will provide on information technology and bank reconciliations during the period July 1, 2021 through October 31, 2022.

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

JAMES E. DANOWSKI, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
MICHAEL J. LEONE, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA



VINCENT D. CULLEN, CPA  
*(1950 - 2013)*  
PETER F. RODRIGUEZ, CPA  
*(RET.)*

August 22, 2022

Board of Education and Audit Committee  
Westhampton Beach Union Free School District  
340 Mill Road  
Westhampton Beach, New York 11978

Dear Members of the Board and Audit Committee:

We are pleased to confirm our understanding of our engagement and the nature and limitations of the services we are to provide for the Westhampton Beach Union Free School District (District).

### **Detailed Internal Control Testing**

We will apply the internal control services which the Board of Education (Board) and the management of the District have agreed, listed below, on information technology and bank reconciliations in complying with policies and procedures of the District during the period July 1, 2021 through October 31, 2022.

#### **Information Technology (IT)**

- Review Board policies and District procedures related to the operations of the IT function including disaster recovery, user accounts, IT assets (e.g., iPads, Chromebooks, laptops, etc.), data security, state data reporting, and compliance requirements with Education Law §2-d Regulation and Part 121 of the Commissioner's Regulations.
- Interview IT staff and administrators with IT oversight regarding policies, procedures and systems in effect including the ordering, purchasing, receiving, tracking, recording and assigning IT assets.
- Review the procedures related to repairing and replacing IT assets (e.g., iPads, Chromebooks, laptops, etc.) that includes the billing, collections and revenue recognition for these activities.
- Interview IT staff and administrators with IT oversight to ensure the District has complied with requirements of Education Law §2-d Regulation and Part 121 of the Commissioner's Regulations.
- Perform a physical inspection of the IT Data Center in the Administration Building and selected storage areas where the District maintains servers and/or switches.
- Review the access to the District Network, WinCap, PowerSchool and Frontline systems to ensure that the user accounts and permissions are appropriate based on the employees' job duties. Select 40 current employees of the District and review:
  - Current Acceptable Use Agreement is on file
  - Access (if any) to the nVision financial system is appropriate

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1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060

PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

## Westhampton Beach Union Free School District

August 22, 2022

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- Access (if any) to the Infinite Campus student management system is appropriate
- Access (if any) to the Frontline system is appropriate
- Perform a full reconciliation of the user accounts in the District Network, WinCap, PowerSchool and Frontline systems to a list of active employees. Discuss the results of the findings with the system administrators to determine the appropriateness of any users outside of the active employees.
- Select 8 new hires during the period for timeliness and completeness of setting up access to the network and any applications.
- Select 8 terminated employees during the period for timeliness and completeness of removal of access to the network and any applications.
- Review back-up process and procedures for 1 period under review to determine if the files were backed up in accordance with District plans.
- Select 8 significant purchases for IT assets or inventory during the period under review and trace these items to the detail asset or inventory records.
- Select an additional 8 purchases related to IT capital assets during the period to ensure that the items are properly recorded, tagged and assigned in the asset database.
- Select an additional 8 purchases related to IT inventory items (i.e., under the asset threshold) during the period to ensure that the items are properly recorded, tagged and assigned in the inventory database.
- Select 5 disposals of IT assets or inventory items during the year period to determine if the Board approved the transaction and that the asset or inventory database was updated to reflect the disposal.

### **Bank Reconciliations**

- Review Board policies and District procedures related to bank reconciliations.
- Interview District personnel responsible for the preparation and review of bank reconciliations to determine procedures in effect.
- For two months during the period under review select all bank reconciliations, trace amounts to the general ledger and bank reconciliations and test mathematical accuracy. Review reconciling items for reasonableness and on a test basis, trace to supporting documentation.

This engagement is solely to assist the District in reviewing the activity of the areas listed above. Our engagement to provide internal control services will be conducted in accordance with consulting standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures previously described either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

**Westhampton Beach Union Free School District**

August 22, 2022

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Because the internal control procedures, previously listed do not constitute an examination or review, we will not express an opinion on the effectiveness of the District's departments reviewed during this engagement. In addition, although we may perform additional procedures during the engagements, we have no obligation to perform any procedures beyond those listed above.

We plan to begin our procedures during November 2022, and unless unforeseeable problems are encountered, the engagement should be completed by January 31, 2023.

Report

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Board of Education and management of the District, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Fee

We estimate that our fees for these services will not exceed \$18,000. The fees are based upon anticipated services to be rendered at our standard billing rates.

At the conclusion of the engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the operations of the departments reviewed during this engagement in accordance with District policies and procedures.

The fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices will be rendered as work progresses based on hours of work completed and are payable on presentation. If for any reason we are unable to complete the engagement, we will not issue a report as a result of the engagement.

If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

This agreement may be cancelled by the Board of Education at any time for any reason. In the event of such cancellation, the Board shall be required to pay for all services provided prior to the date of cancellation.

Don Hoffmann, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

**Westhampton Beach Union Free School District**

August 22, 2022

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We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of each engagement. If you have any questions, please let us know. If you agree with the terms of our engagements as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Cullen & Danowski, LLP*

For the Firm:



Don Hoffmann, CPA  
Partner

**RESPONSE:**

This letter correctly sets forth the understanding of the Westhampton Beach Union Free School District.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE VILLAGE OF WESTHAMPTON BEACH  
AND  
THE WESTHAMPTON BEACH SCHOOL DISTRICT

SCHOOL RESOURCE OFFICER PROGRAM  
MUNICIPAL COOPERATION AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Westhampton Beach (the “Village”) and the Westhampton Beach School District (the “School”).

RECITALS

The Village and the School desire to implement a School Resource Officer Program (the “SRO Program”) to promote safety and education, and establish a positive police presence within the schools while furthering the principles and philosophies of community policing directly into the school environment. The SRO Program is designed to encourage working relationships between the police, the schools, and the students, and to provide school administrators and staff with law enforcement resources and expertise in order to maintain safety, order and discipline in the school environment.

NOW, THEREFORE, in consideration of the agreements herein contained, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term and Termination: The term of this Agreement shall be for a one-year period beginning on September 1, 2022 and ending on June 30, 2023. Either party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other party.
2. Cost Sharing: The School agrees to partially fund the cost to the Village for the School Resource Officer and will pay the Village \$70,870 per year, representing 180 days of a Step 3 police officer’s annual salary. The amount of \$35,435 shall be due and payable by the School to the Village on or before September 1, 2022, and a second payment in the amount of \$35,435 shall be due and payable by the School to the Village on or before February 1, 2023. A School Resource Officer shall be present during the 180 days of the school year. The designated School Resource Officer shall endeavor to coordinate his/her vacation time with the school’s schedule. If, however, the designated School Resource Officer takes vacation, personal, comp time or sick leave during the 180 days of the school year, the Village will use its best efforts to either (a) provide a replacement School Resource Officer or (b) schedule a patrol officer or officers to conduct a walkthrough of each school building at least once per day, at no additional charge to the School. If neither of these options is available to the Village, and the vacation, personal, comp time or sick leave extends more than one (1) day, the Village agrees to provide the School with a per diem credit for each such vacation or sick day that the SRO is absent. In the event such

vacation or sick leave shall exceed five (5) consecutive days, the Village and the School agree to discuss the terms of this Agreement.

3. Obligations of the Village: During the term of the Agreement, the Village hereby covenants and agrees to the following:
  - a. The Village agrees to assign one police officer to work in the Westhampton Beach School District as a School Resource Officer (“SRO”) during the regular school year primarily during the hours between 7:00am and 3:00pm. The District includes the High School, Middle School and Elementary School. It is understood that the SRO is under the supervision and control of the Village’s Chief of Police and may be directed to provide non-SRO services during regular school hours for required departmental training, and if emergency circumstances exist in accordance with subparagraph “d” below. It is understood that the term “emergency circumstances” as used in this Agreement shall not include employing the School Resource Officer to fill in for other police officers to provide routine police services during periods of short staffing at the police department. If the SRO is directed to provide non-SRO services during regular school hours, the Chief of Police or his designee will notify the Superintendent of Schools of the reassignment as soon as practicable.
  - b. The Village will attend meetings with the School to further the goal of the SRO Program (“partnership meetings”) and participate in information sharing as legally permitted, problem-solving, evaluation and data collection processes, as agreed to with the School.
  - c. The SRO will:
    1. assist the School in patrolling the school perimeter, in mentoring students and in investigations,
    2. maintain a visible presence on campus and provide other support to the school as determined collaboratively between the Village and the School,
    3. develop crime prevention programs, conduct security inspections and make recommendations to school administration to deter criminal or delinquent activities,
    4. assist school administrators in emergency crisis planning and building security matters, work with the School on drills and exercises, and provide training for school staff and security personnel in handling crisis situations,
    5. develop and implement classes in law related education to support the educational efforts of the faculty, and
    6. improve security protocols, coordinate updates to the response plan for an active shooter event, and be a point person when there are concerns about a student.
  - d. Notwithstanding the services referred to in “c” above, the School acknowledges that the SRO is a police officer under the supervision and control of the Village’s Chief of Police and, as a result, the exclusive authority to direct the

SRO is vested in the Chief of Police and those police officers with supervisory authority.

4. Obligations of the School: During the term of this Agreement, the School hereby covenants and agrees to the following:
  - a. Each school in the District will designate a liaison to work with the SRO and maintain ongoing communication,
  - b. Facilitate the integration of the SRO into the school community,
  - c. Share information as permitted by law,
  - d. Provide information regarding school events,
  - e. Provide a master key to each school and the alarm code, to be used only in the event of an emergency,
  - f. Provide an office space area for the SRO,
  - g. Provide support and resources to facilitate the success of the SRO Program,
  - h. Attend partnership meetings and participate in information sharing, problem solving, evaluation, and data collection processes, as agreed to on a case by case basis, and
  - i. Fully collaborate and assist the Police Department in any undertakings associated with the tactical planning, drills, joint exercises and training for what is commonly known as “active shooter” protocols.
  
5. Supplemental Services of SRO: The School may request the Village to provide additional SRO services for evening or weekend events such as parent-teacher meetings, Back-to-School Nights, Open Houses, etc. The Village will use its best efforts to provide these requested services by the SRO. The School shall reimburse the Village for the actual cost of such additional SRO services.
  
6. Relationship of the Parties:
  - A. Reimbursement to the Village in exchange for staffing the SRO Program does not constitute employment of the officer, and no special relationship is created or established with the School, or its officers, employees or successors, or with any third party as a result of the Agreement. Further, nothing in this Agreement is intended to or shall in any manner affect or limit the privileges or immunities or other protections accorded to the Village or its employees under federal, state or local law.
  - B. Nothing in this Agreement is intended to, nor shall it, shift to the Village any legal responsibilities, if any, that the School may have to the public or to others present on its premises.
  - C. Neither party nor any of the party’s agents are or shall be considered to be agents of the other in connection with the performance of any obligation under the Agreement.
  - D. The School District is not for any purpose to be considered a joint employer of the SRO.



E. The Village will consult with the School and receive input into the selection of any replacement School Resource Officer.

7. Notices: All notices by either party to the other will be in writing and will be deemed given and served upon the party if delivered personally or three (3) days after depositing in the US mail addressed as follows:

Village: Village of Westhampton Beach  
Attn: Village Clerk  
165 Mill Road  
Westhampton Beach, New York 11978

School: Westhampton Beach School District  
Attn: Superintendent of Schools  
340 Mill Road  
Westhampton Beach, New York 11978

8. Authority: The parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.
9. Entire Agreement: This Agreement sets forth the entire agreement between the parties and any modifications must be in writing signed by the parties.
10. Board Ratification: This Agreement is subject to ratification by the Westhampton Beach Village Board of Trustees and the Westhampton Beach Board of Education.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Village of Westhampton Beach

Westhampton Beach School District

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendent

Est  
8/25/22

**CONTRACT/CONSULTING AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter the Company, and Elizabeth Scheiner-Hoppe, hereinafter the Contractor/Consultant, whose mailing address is 5 Kara Court Centereach, NY 11720.

The Contractor/Consultant and The Company agree as follows:

**1. TERM**

This agreement shall commence July 1, 2022 and terminate June 30, 2023. The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

The Company:

Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach NY 11978

The Contractor/Consultant:

Elizabeth Scheiner-Hoppe  
5 Kara Court  
Centereach, NY 11720

**2. PAYMENT**

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

<b>Service</b>	<b>Rate</b>
<b>Consultation with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b>	<b>\$127.00 per hour</b>
<b>Parent Training with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b>	<b>\$127.00 per hour</b>

ESH  
8/25/22

<b>Functional Behavior Assessment</b> (Licensed Behavior Analyst/Board Certified Behavior Analyst) 6-8 hour assessment including a written report. If a behavior intervention plan is warranted an additional 6 hours is allocated.	\$127.00 per hour
<b>Staff Training</b> (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$127.00 per hour

The Contractor/Consultant will submit an invoice for services rendered on a monthly basis and payment to The Contractor/Consultant shall be made within thirty (30) days from receipt of invoice from The Contractor/Consultant.

### 3. CONTRACT

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

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

### 4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

- i. **Board Certified Behavior Analyst (BCBA) consultation services based on the students IEP. Consultation shall include but not be limited to the following areas:**
  1. Functional Behavior Assessments
  2. Behavior Intervention Plans
  3. Positive Behavior Interventions and Supports
  4. Curriculum Modification
  5. Material Modification
  6. Evaluations
  7. Staff Development
  8. Attendance at team meetings and/or CSE meetings
  9. The Contractor/Consultant's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary.

EAH  
8/25/22

- ii. **Parent Training Services for families provided by a BCBA specializing in Autism Spectrum Disorders and/or varying developmental disabilities when requested by CSE. These parent training services include but shall not be limited to:**
  - 1. **Activities of Daily Living**
  - 2. **Social Skills**
  - 3. **Generalization Skills**
  - 4. **Principles of ABA**

**In establishing the board certified services herein specified, the Contractor/Consultant is acting as a central repository of certified, licensed and insured practitioners, who shall be free to exercise their own professional discretion as the means and manner in which these services are to be performed pursuant to New York Law. However, such performance shall be in accordance with currently approved methods and practices of their profession.**

**The Company retains final professional and administrative responsibility for any services rendered.**

#### **5. NON-DISCLOSURE**

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

#### **6. NON-ASSIGNABILITY**

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

#### **7. AMENDMENT**

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

EDA  
8/25/22

8. GOVERNANCE

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

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

Date: 8/25/22

Elizabeth Scheiner-Hoppe  
The Contractor/Consultant  
Tax ID No.: 106-682651

Date: \_\_\_\_\_

\_\_\_\_\_  
Westhampton Beach UFSD  
By: \_\_\_\_\_

**MUNICIPAL COOPERATIVE**  
**AGREEMENT**

Agreement, made the \_\_\_ day of August, 2022, by and between the Westhampton Beach Union Free School District (“WESTHAMPTON BEACH”), having its principal office and place of business at 340 Mill Road, Westhampton Beach, New York, and the East Moriches Union Free School District (“EAST MORICHES”) having its principal office and place of business at 9 Adelaide Avenue, East Moriches, New York (together hereinafter the “SCHOOL DISTRICTS”).

**WITNESSETH:**

WHEREAS, General Municipal Law (GML) Section 119-o confers upon the SCHOOL DISTRICTS the authority to enter into a municipal cooperative agreement for the performance of those functions which it is empowered to perform and each party represents that it has statutory authority to perform the obligations of this agreement; and

WHEREAS, GML Section 119-o authorizes the SCHOOL DISTRICTS to enter into a municipal cooperative agreement for the purpose of one school district providing a function for the other school district; and

WHEREAS, each of the SCHOOL DISTRICTS have authorized the execution of this Municipal Cooperative Agreement (AGREEMENT) pursuant to GML Section 119-o for the purpose of WESTHAMPTON BEACH employees attending professional development opportunities being offered by EAST MORICHES.

NOW, THEREFORE, it is mutually agreed by and between the SCHOOL DISTRICTS as follows:

I. The term of this AGREEMENT shall be from September 1, 2022 through December 31, 2022.

II. WESTHAMPTON BEACH agrees to send and EAST MORICHES agrees to accept employees from WESTHAMPTON BEACH for purposes of participating in professional training opportunities to be conducted on September 19, 20 and 21, 2022 (hereinafter “PD Program”). EAST MORICHES shall also provide each WESTHAMPTON BEACH employee who attends the PD Program copies of all related kit materials furnished as part of the PD Program.

III. CONSIDERATION:

a) In consideration thereof, WESTHAMPTON BEACH agrees to pay EAST MORICHES as follows:

- A participation rate of \$850 per WESTHAMPTON BEACH employee attending the PD Program; and

- A kit materials/freight of \$431.96 per WESTHAMPTON BEACH employee attending the PD Program.
- b) EAST MORICHES shall provide WESTHAMPTON BEACH with an invoice setting forth the amount due and owing after completion of the PD Program. WESTHAMPTON BEACH agrees to pay in full within 30 days after receipt of said invoice.

#### IV. NOTICES

Any notice given under this AGREEMENT shall be deemed given upon receipt when sent either by Overnight Delivery or by Certified Mail, Return Receipt Requested, to the following address:

Westhampton Beach Union Free School District  
340 Mill Road  
Westhampton Beach, New York 11978

Attn: MaryAnn Ambrosini

East Moriches Union Free School District  
9 Adelaide Ave  
East Moriches, New York 11940

Attn: Michele Pepey

V. Any waiver by either party of any term, condition, covenant and/or provision of this AGREEMENT shall not be deemed as a waiver at any time thereafter of the same or any other term, condition, covenant and/or provision of this AGREEMENT. Moreover, a failure by the SCHOOL DISTRICTS to assert any right or privilege shall not be deemed a waiver or relinquishment thereof.

VI. The interpretation and performance of this AGREEMENT shall be construed pursuant to the Laws of the State of New York. The Supreme Court of Suffolk County or the Commissioner of Education will have jurisdiction to resolve any disputes arising under this AGREEMENT. The venue of any action at law or in equity commenced by any of the parties to this AGREEMENT arising out of this AGREEMENT shall be in Suffolk County, or in the Federal District Court having geographic jurisdiction over the area where the SCHOOL DISTRICTS are located.

VII. This AGREEMENT is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT. This AGREEMENT may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.

VIII. Pursuant to GML Section 109, this AGREEMENT, as well as the rights and obligations therein, shall not be assigned by any of the parties to this AGREEMENT without the prior written consent of all other parties. Furthermore, this AGREEMENT is solely for the benefit of the parties hereto, and not for the benefit of any third parties. No persons other than the parties hereto shall have a right to sue or claim any right under this AGREEMENT.

IX. All parties agree that any amendment to this AGREEMENT requires the passing of a resolution by the SCHOOL DISTRICTS' governing boards. Any variation, modifications, or waiver of any provision of the AGREEMENT shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum which shall be attached to and be part of this AGREEMENT.

X. If any term, provision, or portion of any provision of this AGREEMENT shall be deemed illegal, invalid and/or non-enforceable, the remainder of this AGREEMENT shall be deemed to remain valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their respective signatures the day and year last written below.

Westhampton Beach Union Free School District  
District

East Moriches Union Free School

By: \_\_\_\_\_  
Suzanne M. Mensch, President  
Board of Education

By: \_\_\_\_\_  
Greg Menegio, President  
Board of Education





CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made this First day of July 2021, by and between the Westhampton Beach School District as trustee of the union free school district, county of Suffolk party of the first part, and Lawrence Public Schools as trustee of union free school district, town of Lawrence, county of Nassau, New York, part of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in union free school district of Nassau, New York to begin on July 1, 2021 and to end June 30, 2022.

Now, Therefore, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$382.11 per student for health and welfare services to be provided under section 912 children residing in said union free school district, and attending nonpublic schools in said union free school district town of Lawrence, county of Nassau, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. \*That the health and welfare services provided under section 912 shall consist of the following:

Nurse Services  
School Psychological Services  
School Social Work Services

...Such services may include, but are not limited to all services performed by a nurse, school psychologist, and school social worker or and may also include dental prophylaxis vision and hearing tests, the taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils....

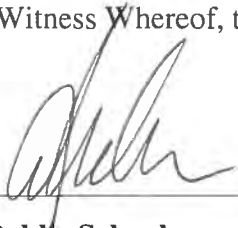
2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by school nurse-teacher, psychologist, and Social Worker, (i.e., Scales, Vision and hearing testing devices, Health record forms, First-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.



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**Lawrence Public School**  
**Dr. Ann Pedersen, Superintendent**

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**Westhampton Beach School District**  
(Trustee or President of Board of Education)

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
**Westhampton Beach, New York**

**R E S O L U T I O N**

BE IT RESOLVED that the Board of Education appoint Thomas Betjemann as Chairperson for the Special District Meeting (Bond Vote) to be held on Wednesday, October 19, 2022.

Adopted:

Westhampton Beach Union Free School District  
Board of Education

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
**Westhampton Beach, New York**

**R E S O L U T I O N**

BE IT RESOLVED that the Board of Education appoint the following persons as Election Inspectors for the Special District Meeting (Bond Vote) to be held on Wednesday, October 19, 2022 during the hours of 7:00 a.m. and 9:00 p.m., and to authorize the District Clerk to fill any vacancies that occur on or before such date:

Full Day @ \$200 each (7:00 a.m. to 9:00 p.m.)

Thomas H. Betjemann (Chief Inspector of Elections)

Marth-ann Betjemann

Patricia Gonce

Doreen Croser

Stephen Wisnoski

Half Day @ \$100 each

Lynn Stevens (7:00 a.m. to 2:00 p.m.)

Randi DeMayo (7:00 a.m. to 2:00 p.m.)

Bea Allen (2:00 p.m. to 9:00 p.m.)

Patricia Speed (2:00 p.m. to 9:00 p.m.)

Adopted:

Westhampton Beach Union Free School District  
Board of Education

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

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

September 12, 2022

**A - CERTIFIED STAFF**

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

1. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
Karen Petrowski	Teaching Assistant	Students with Disabilities	Middle School	N/A	\$25,000	9/1/22	8/31/26

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Cynthia Hart	MS 0.1 FTE Grade 6 RTI Support Teacher	\$11,462	9/1/22 - 6/23/23
Caitlynn Webber	MS 0.1 FTE Grade 6 RTI Support Teacher	\$6,058	9/1/22 - 6/23/23
Jenny Price	MS Family and Consumer Science Leave	\$150/day	9/1/22 - 10/3/22
	Replacement Teacher		
Jill Stevens	ES RTI/Title I Teacher	5.5 hours/day, \$25/hour	9/28/22 - 6/9/23
Carrie Bender	Students with Disabilities (SSD) Support	\$49.60/hour	7/1/22 - 6/30/23

3. Appointment of Substitutes

3.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teachers for the 2022-2023 school year at the rate approved by the Board of Education at its Organizational Meeting:

Lisa Zaino-Jones	Substitute Nurse (RN) (Returning)	District Wide
Jenna Arcuri	Substitute Nurse (RN)	District Wide
Danielle Polanish	Substitute Nurse (LPN) (Returning)	District Wide
Patricia Ziparo	Per Diem Substitute Teacher (Returning)	District Wide
James Schulz	Per Diem Substitute Teacher (Returning)	District Wide
Dale Quinn	Per Diem Substitute Teacher (Returning)	District Wide
Tara Bonawandt	Per Diem Substitute Teacher (Returning)	District Wide
Catharine Nobiletti	Per Diem Substitute Teacher (Returning)	District Wide
Susan Kearns	Per Diem Substitute Teacher (Returning)	District Wide
Gabriella Thomasch	Per Diem Substitute Teacher	District Wide
Jacquelyn DeCicco	Per Diem Substitute Teacher	District Wide
Elaine Kelsey	Permanent Substitute Teacher (Returning)	High School

Allan Labbe	Permanent Substitute Teacher (Returning)	High School
Barbara Mims	Permanent Substitute Teacher (Returning)	High School

NEW APPOINTMENT LANGUAGE

\*These individuals must receive three (3) annual APPR composite ratings of effective or highly effective in at least three (3) of the preceding four (4) years and cannot have an APPR composite rating of ineffective in the last year of his or her probationary appointment to be granted or considered for tenure.

\*\*The reduced probationary period for prior tenure/substitute service is contingent upon his or her receipt and submission to the District of a composite APPR rating of effective or highly effective in his or her prior years of service in the current tenure area as substitute.

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

**B - CIVIL SERVICE STAFF**

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

1. Appointment

<b>NAME</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>
Jake Sweet	Head Custodian	Elementary School	\$50,607	9/19/22

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

<b>NAME</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>	<b>SALARY</b>
Sewdutt Harpaul	Cook	Middle School	9/1/22	Rescind Resignation	\$24.88/hour

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



**C - CO-CURRICULAR APPOINTMENTS**

**The Superintendent of Schools Recommends Appointment of the Following  
2022-2023 Co-Curricular Staff**

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<b>NAME</b>	<b>SCHOOL</b>	<b>ACTIVITY</b>	<b>RATE OF PAY</b>
Erin Roy	Middle School	Art Club	\$1,405
Eric Becker	Middle School	Auditorium Manager	\$4,286
Eric Becker	Middle School	Chamber Choir	\$2,237
Ben Sheldon	Middle School	Chess Club	\$745
Cynthia Hart	Middle School	Computer Club (Digital Citizens)	\$3,185
Claudine DeVelvis	Middle School	Drama Club	\$2,615
Frank Monastero	Middle School	Jazz Band	\$2,237
Yvonne Perez	Middle School	Kiwanis Builders Club	\$1,400
Richard Michta	Middle School	Lego Robotics Club	\$1,361
Hannah Pawluk	Middle School	Accompanist	\$2,717
Claudine DeVelvis	Middle School	Play Director	\$2,558
Camille Pedersen	Middle School	National Junior Honor Society	\$1,269
Frank Monastero	Middle School	Performing Band	\$4,741
Shaun Johnson	Middle School	Performing Chorus	\$4,741
Eric Becker	Middle School	Performing Chorus	\$4,741
Shaun Johnson	Middle School	Stage Crew Manager	\$3,758
Marica Figueroa/Bridget Eagan	Middle School	Student Council	\$2,534
Randy Lein	Middle School	Tech Shots	\$772
Richard Michta	Middle School	Yearbook	\$3,480
Joy Campagna/Dara Penn	Elementary School	Chess Club	\$1,716
Dawn Belson	Elementary School	Environmental Club (WAVES)	\$1,726
Ali Gogas	Elementary School	Glee Club	\$2,024
Anthony Cappiello/Eileen Comer	Elementary School	Homework Club, Intermediate	\$3,807
Dawn Belson/Heidi Kalmus	Elementary School	Homework Club, Primary	\$3,807
Joy Campagna	Elementary School	Literacy Club	\$2,445
Sarah Drake	Elementary School	Odyssey of the Mind Club	\$4,397

Thomas Comerford	Elementary School	Performing Band	\$4,741
Kim Mercready	Elementary School	Safety Patrol	\$2,024
Ali Gogas	Elementary School	5th Grade Musical	\$1,428
Jennifer Kast	Elementary School	5th Grade Student Council	\$2,689
Joy Campagna	Elementary School	Yearbook	\$1,588
Mary Bergmann	High School	9th Grade (Freshmen)	\$1,198
Christie Larson	High School	10th Grade (Sophomores)	\$1,198
Dariah Luciano	High School	11th Grade (Juniors)	\$2,333
Fred Walling	High School	12th Grade (Seniors)	\$5,122
Kristen Gordon	High School	Art Club	\$1,959
Amy Demchak-Connell	High School	Business Advisory Board	\$2,717
Hannah Pawluk	High School	Chamber Singers	\$2,896
James MacDougall	High School	Concert Band	\$4,599
Danielle Bergh	High School	CURE (Environmental Club)	\$1,726
Matthew Andrew	High School	Drama	\$2,615
Kimet Speed	High School	Fall Play (Director)	\$2,558
Matthew Andrew	High School	Fall Play (Producer)	\$1,022
Nicolette Galante	High School	French Club	\$856
Amy Demchak-Connell/ Monica Van Essendelft	High School	Friends for Friends Club	\$3,457
Katie Carr	High School	Gay-Straight Alliance (GSA)	\$501
Lisa Lagattolla/Denizzie Kearns	High School	Golden Canes	\$856
Nicolette Galante	High School	National Honor Society	\$3,067
Micaela Gallucci	High School	Foreign Language Honor Society	\$856
Jiamin Lin	High School	Math Honor Society	\$856
Dianna Berry Gobler	High School	Science Honor Society	\$856
Joshua Seifert/Hannah Pawluk	High School	Tri-M Honor Society	\$856
Carrie Bender	High School	Interact Club	\$4,608
Cynthia Griffin	High School	It's Academic	\$856
Kristin Kalisak/Brooke Russell	High School	Key Club	\$2,236
Joyce Schmieder	High School	Literary Arts Magazine	\$1,629
Kaitlin Gebhardt	High School	LI Teen Institute (HUGS)	\$745
Joshua Seifert	High School	Marching/Pep Band	\$3,813
Gina Grillo	High School	Mathletes	\$1,411

Jason Rupertus	High School	Mock Trial/Debate Club	\$1,866
Kirsten Phillip Mett/Dariah Luciano	High School	Social Media (Hurricane Watch)	\$4,055
Joshua Seifert	High School	Performing Band	\$5,466
Hannah Pawluk	High School	Performing Chorus	\$4,055
Jon Fletcher	High School	Robotics	\$3,732
Daniel Caron	High School	Robotics Assistant	\$1,361
Micaela Gallucci	High School	Spanish Club	\$856
Dariah Luciano/Kirsten Phillips Mett	High School	Student Government	\$3,067
Gina Grillo/Alyssia Tempera	High School	Yearbook	\$5,214
Joseph Garvey/Kaitlin Gebhardt	High School	Youth to Youth	\$2,167

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

**The Superintendent of Schools Recommends Appointment of the Following  
2022-2023 District-Wide Staff**

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<b>NAME</b>	<b>ACTIVITY</b>	<b>RATE OF PAY</b>
William Ponce	Returning Uncertified Per Diem Substitute Teacher	\$110/day

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

## **STUDENT HARASSMENT AND BULLYING PREVENTION AND INTERVENTION**

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

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

Discrimination, harassment, hazing or bullying that takes place at locations outside of school grounds which can be reasonably expected to materially and substantially interfere with the requirements of appropriate discipline in the operation of the school or impinge on the rights of other students are prohibited, and may be subject to disciplinary consequences.

### **Definitions**

#### **Bullying**

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

#### **Discrimination**

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

## **Hazing**

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

## **Harassment**

Harassment has been defined in various ways in federal and state law and regulation. The Board recognizes that these definitions are important standards, but the Board's goal is to prevent misbehavior from escalating in order to promote a positive school environment and to limit liability. The Dignity for All Students Act (§§10-18 of Education Law) defines harassment as the creation of a hostile environment by conduct or by verbal threats, intimidation or abuse that has or would have the effect of unreasonably and substantially interfering with a student's educational performance, opportunities or benefits, or mental, emotional or physical well-being; or conduct, verbal threats, intimidation or abuse that reasonably causes or would reasonably be expected to cause a student to fear for his or her physical safety. The harassing behavior may be based on any characteristic, including but not limited to a person's actual or perceived:

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

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

## **Prevention**

The school setting provides an opportunity to teach children, and emphasize among staff, that cooperation with and respect for others is a key district value. A program geared to prevention is designed to not only decrease incidents of bullying but to help students build more supportive relationships with one another by integrating the bullying prevention program into classroom instruction. Staff members and students will be sensitized, through district-wide professional development and instruction, to the warning signs of bullying, as well as to their responsibility to become actively involved in the prevention of bullying before overt acts occur.

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

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

## **Intervention**

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

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

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

### **Provisions for students who do not feel safe at school**

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

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

### **Training**

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

### **Reporting and Investigation**

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



There shall be a duty for all school personnel to report any incidents of student-to-student and staff-to-student bullying that they observe to their building principal or other administrator who supervises their employment. In addition, there shall be a further duty for all school personnel to report any incidents of student-to-student and staff-to-student bullying of which they are made aware by students to their building principals or other administrator who supervises their employment. Supervisors will refer the information to appropriate district staff for investigation as designated in regulation. A district employee may be deemed to have permitted unlawful discrimination or harassment if he/she fails to report an observed incident, whether or not the target complains.

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

### **Disciplinary Consequences/Remediation**

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

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

### **Non-Retaliation**

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

### **Dissemination, Monitoring, Review, and Reporting**

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

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

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

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

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

Ref: [Dignity for All Students Act, Education Law, §10 – 18](#)  
[Americans with Disabilities Act, 42 U.S.C. §12101 et seq.](#)  
[Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d et seq.](#)  
[Title VII, Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.; 34 CFR §100 et seq.](#)  
[Title IX, Education Amendments of 1972, 20 U.S.C. §1681 et seq.](#)  
[§504, Rehabilitation Act of 1973, 29 U.S.C. §794](#)  
[Individuals with Disabilities Education Law, 20 U.S.C §§1400 et seq.](#)  
[Executive Law §290 et seq. \(New York State Human Rights Law\)](#)  
[Education Law §§313\(3\), 3201, 3201-a](#)  
[8 NYCRR §§100.2\(c\), \(l\), \(jj\), \(kk\); 119.6](#)  
[Tinker v. Des Moines Independent Community School Dist., 393 US 503, \(1969\)](#)  
[Mahanoy Area School District v. B.L., 594 U.S. \(2021\)](#)  
[Pollnow v. Glennon, 594 F.Sup. 220, 224 aff'd 757 F.2d. 496](#)  
[Zeno v. Pine Plains 702 F3rd 655 \(2<sup>nd</sup> Cir. 2012\)](#)  
[Cuff v. Valley Central School District F3rd 109 \(2<sup>nd</sup> Cir 2012\)](#)  
[Davis v. Monroe County Board of Education, 526 U.S. 629 \(1999\)](#)  
[Gebser v. Lago Vista Independent School District, 524 U.S, 274 \(1998\)](#)  
[Faragher v. City of Boca Raton, 524 U.S. 775 \(1998\)](#)  
[Burlington Industries v. Ellerth, 524 U.S. 742 \(1998\)](#)  
[Oncale v. Sundowner Offshore Services, Inc., 523 U.S. 75 \(1998\)](#)  
  
[Franklin v. Gwinnett County Public Schools, 503 U.S. 60 \(1992\)](#)

*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)

*Appeal of K.S.*, 43 Ed. Dept. Rep. 492

*Appeal of Ravick*, 40 Ed. Dept. Rep. 262

*Appeal of Orman*, 39 Ed. Dept. Rep. 811

~~Ref: Dignity for All Students Act, Education Law, §10—18~~

~~Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*~~

~~Title VI, Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq.*~~

~~Title VII, Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*; 34 CFR §100 *et seq.*~~

~~Title IX, Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*~~

~~§504, Rehabilitation Act of 1973, 29 U.S.C. §794~~

~~Individuals with Disabilities Education Law, 20 U.S.C §§1400 *et seq.*~~

~~Executive Law §290 *et seq.* (New York State Human Rights Law)~~

~~Education Law §§313(3), 3201, 3201-a~~

~~*Tinker v. Des Moines Independent Community School Dist.*, 393 US 503, (1969) *Davis v.*~~

~~*Monroe County Board of Education*, 526 U.S. 629 (1999)~~

~~*Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998)~~

~~*Faragher v. City of Boca Raton*, 524 U.S. 775 (1998)~~

~~*Burlington Industries v. Ellerth*, 524 U.S. 742 (1998)~~

~~*Oncale v. Sundowner Offshore Services, Inc.*, 523 U.S. 75 (1998)~~

~~*Franklin v. Gwinnett County Public Schools*, 503 U.S. 60 (1992)~~

~~*Meritor Savings Bank, FSB v. Vinson*, 477 U.S. 57 (1986)~~

Adoption date: July 7, 2004

Revision adopted: January 11, 2010

Revision adopted: May 9, 2011

Revision adopted: June 18, 2012

Revision adopted:

## COMMUNITY RELATIONS GOALS

The Board of Education strives to conduct district affairs by way of a continuing, open dialogue between the community and the schools. Given district residents' high level of interest in the education of children, the Board wishes to maintain its high level of sensitivity to the needs and desires of the community and to act expeditiously to meet changing needs and conditions.

To this end, the Board establishes the following goals for community involvement:

1. to provide a variety of means whereby residents of the school district may have the opportunity to contribute their best thinking to the orderly planning of education for children in the district;
2. to keep the community accurately informed about its schools;
3. to understand community attitudes and aspirations for the schools;
4. to encourage contributions from the parent-teacher associations of the district so that school personnel and parents cooperate to advance the educational welfare of the children;
5. to handle all complaints from the public by the administrative officer in charge of the unit of the school district organization closest to the complainant. However, such complaints may be carried to the Superintendent of Schools and/or the Board if the problem cannot be solved at that level;
6. to promote a spirit of cooperation among the Board, the schools, and the community;
7. to develop and maintain the confidence of the community in the Board and the school district staff;
8. to expand the public understanding ~~of every aspect~~ of the school system; and stimulate public interest in the school;
9. to facilitate dissemination of information to the community concerning issues and activities in the school using ~~not only traditional~~ all available modes of communication; ~~such as a district newsletter, but also current modes of communication such as the District's website and social networking sites;~~
10. to ascertain the community's opinions and desires with respect to the operations of the school system, and to incorporate that knowledge into its actions;
11. to build relationships with local businesses, local government, health care, social service, civic and community organizations to share resources in order to meet the academic, social, and emotional needs of all of our students; and
12. to develop and maintain an effective means of communication with the people of the district.

Notwithstanding the above, the final decisions in these areas will rest with the Board.

Adoption date: September 24, 2001

Revision adopted: May 9, 2011

Revision adopted: October 6, 2014

Revision adopted:

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~~SCHOOL-SPONSORED INFORMATION MEDIA~~

~~The Board of Education shall encourage use of school-sponsored media to enhance its public information program to the community. The Superintendent of Schools shall have the responsibility to supervise this program and the authority to designate a staff member to coordinate all related activities.~~

~~Adoption date: September 24, 2001~~

## PUBLIC INFORMATION PROGRAM

~~The people in this community are interested in their schools as an extension of their homes, existing to furnish a special form of aid in the development of their children. The schools closely touch the lives of all persons in this community, and every attempt shall be made by the Board of Education to represent the people according to the best interests of their children.~~

The Board shall maintain a continuing public information program, in order to promote widespread understanding of the school program, and to gain the support and participation of the community in the school system.

The Board of Education shall encourage use of school-sponsored media to enhance its public information program to the community. The Superintendent of Schools shall have the responsibility to supervise this program and the authority to designate a staff member to coordinate all related activities.

~~In addition to encouraging members of the community to attend and participate in public Board meetings, the Superintendent of Schools shall develop a program aimed at disseminating information about Board policies, procedures, actions and district educational programs to the public.~~

~~The Superintendent should coordinate the activities of district administrators to ensure their direct involvement in the public information program. Each school, through its faculty and staff, should participate not only in the dissemination of information to the public, but also in the planning of events and social programs aimed at getting the community involved in school district activities.~~

~~Parents and citizens wishing to obtain information should inquire first through a Building Principal or other school administrator, then through the Superintendent, and finally through the Board.~~

Cross-ref: 1900, Parental Involvement

Adoption date: September 24, 2001

## REGULAR MEETINGS

In order to perform its duties in an open and public manner, and in accordance with state law, the Board of Education ~~shall~~will hold regular business meetings generally twice a month.

The time, dates and place of regular Board of Education meetings ~~shall~~will be established at the annual reorganizational meeting. ~~In the event that the day appointed for a regular meeting falls on a legal holiday, the meeting shall~~will be rescheduled. ~~All regular Board meetings are open to the public, and meeting facilities shall provide access to persons with disabilities. The district will make all reasonable efforts to ensure that the meeting facility provides barrier-free access to the physically handicapped, and accommodates all members of the public who wish to attend.~~

~~Any changes in the schedule established at the reorganizational meeting may be made at subsequent meetings. However, these shall be publicized in advance in accordance with the statutory requirements for notice. All regular Board meetings are open to the public, and meeting facilities shall provide access to persons with disabilities.~~

~~Board members are permitted to participate in board meetings via videoconferencing, in accordance with state law. Any site where videoconferencing is to take place must be open to the public.~~The district will comply with applicable notice requirements (see policy 2340).

In addition to the members of the Board, the following individuals will regularly attend the business meetings of the Board: the Superintendent of Schools, Assistant Superintendents, and other specified personnel as deemed necessary.

Cross-ref: 2210, Board Reorganizational Meeting  
2340, Notice of Meetings  
2360, Minutes

Ref: Education Law §§1708, 2504(2)

Ref: Public Officer's Law §§102, 103, 104

Adoption date: September 24, 2001

Revision adopted: October 4, 2010

Revision adopted: October 5, 2015

Revision adopted:

## NOTICE OF MEETINGS

The Board of Education believes that public notice of its activities is essential to ongoing, proactive cooperation between the Board and the community it serves.

For all regular and scheduled special meetings of the Board of Education, the District Clerk ~~shall~~will give adequate notice to all members and to the community, including posting notice of the time and place of meetings on the District Website.

If a meeting is scheduled at least a week in advance, notice will be given or electronically transmitted to the public and news media at least 72 hours prior to the meeting. A special meeting may be called upon 24-hour notice to Board members.

When a meeting is scheduled less than a week in advance the Board ~~shall~~will provide or electronically transmit public notice to the extent practicable. Said notice ~~shall~~will be conspicuously posted in one or more designated public locations, including the district's website.

~~If a board member intends to participate in a board meeting via videoconference, videoconferencing is used to conduct a meeting where remote locations are open to the public, notice of~~for the meeting will indicate that videoconferencing will be used, specify the location(s) for the meeting, and state that the public may attend at any of the locations.

If a meeting will be streamed live over the internet, notice will indicate the internet address of the website streaming the meeting.

Ref: Open Meetings Law, Public Officers Law §§~~103; 103-a; 104~~100 et seq.  
Education Law §§1606; 1708; 2504; 2563

Adoption date: September 24, 2001

Revision adopted: October 5, 2015

Revision adopted: October 1, 2018

Revision adopted:



## MINUTES

The Board of Education believes that open and accurate communication regarding its internal operations enhances the district's public relations program and provides a record of the district's progress towards its annual goals. Therefore, the Board will maintain a complete and accurate set of minutes of each meeting, in accordance with law~~Minutes of all regular and special meetings of the Board shall be compiled and made available as prescribed by the New York State Open Meetings Law.~~

~~Therefore, the Board will maintain a complete and accurate set of minutes of each meeting.~~  
Such The minutes shall will constitute the official record of proceedings of the Board and shall will be open to public inspection and posted on the district website within one week of executive sessions and within two weeks of all other meetings. Minutes which have not been approved by the Board within this time frame shall will be marked, "DRAFT." A draft of the minutes of each meeting ~~is to~~will be forwarded to each member of the Board not later than the time the agenda for the next meeting is disseminated.

The District Clerk shall will be responsible for taking the minutes. The minutes shall will conform to an established format.

Minutes will consist of a record or summary of date, time, place, members and staff present, financial reports, all motions, proposals and resolutions, and any other matters formally voted upon by the Board ~~as well as the vote itself~~. In recording such votes, ~~the names of the Board members shall be called in alphabetical order, and~~ the record shall will indicate the final vote of each Board member.

If a Board member is not present at the opening of a meeting, the subsequent arrival time of such member shall will be indicated in the minutes. The minutes of any meeting involving videoconferencing under extraordinary circumstances will include which Board members participated remotely.

Unabridged video or audio recordings, or unabridged written transcripts, can be used as minutes and made available to the public as such.

Ref: Open Meetings Law, Public Officers Law §§~~103-a; 106-100 et seq.~~  
Freedom of Information Law, Public Officers Law §§84 et seq.  
Education Law §2121

Adoption date: September 24, 2001

Revision adopted: