

Westhampton Beach

Home of the Hurricanes  School District

AGENDA

TYPE: Board Meeting

DATE: 10/23/2023 **TIME:** 7:00 PM

LOCATION: Middle School Library

DETAILS:

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. EDUCATIONAL PRESENTATIONS

- | | | |
|----|-------------------------|------|
| 1. | MS Youth and Government | 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 October 2, 2023 Board of Education meeting | Action |
|----|---|--------|

6. SPECIAL EDUCATION

- | | | |
|----|---|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 9/11, 9/13, 9/19, 9/21, 9/29, 10/2, 10/5, 10/10, 10/11, 10/13, 10/16 and CPSE 10/10, 10/13 & 10/16. | Action |
|----|---|--------|

7. FINANCIALS

- | | | |
|----|--|--------|
| 1. | Budget Status Report as of July and August 2023 | Action |
| 2. | Revenue Status as of July 31 and August 31, 2023 | Action |
| 3. | Trial Balances as of July 31 and August 31, 2023 | Action |
| 4. | Budget Transfer Report July and August 2023 | Action |
| 5. | Treasurers Reports/Collateral June, July and August 2023 | Action |
| 6. | Extraclass Accounts HS, MS ES July 2023 | Action |
| 7. | Audited and Paid Claims 0048-0068 | Action |

8. SUPERINTENDENT'S REPORT

- | | | |
|----|---|--------|
| 1. | Resolution to adopt External Auditor's Report for Year Ending June 2023 | Action |
| 2. | Resolution authorizing the execution of the Internal Auditor's Engagement letter for the Facilities Department for the period July 1, 2022 through October 31, 2023 | Action |
| 3. | Resolution authorizing the execution of two 2023 Summer transportation contracts with Eastern Suffolk BOCES | Action |
| 4. | Bid Award - MS/HS elevator replacement & MS/ES window replacement | Action |
| 5. | Approval of two budget transfers | Action |
| 6. | Donation- C.J. Andrews Golf Scholarship for District's golf program | Action |
| 7. | Donation - Youth & Government Field Trip | Action |

- | | | |
|-----|--|--------|
| 8. | Resolution authorizing the execution of a special education services contract with East Moriches School District for the 2023/24 school year | Action |
| 9. | Resolution setting the tax levy for the 2023/2024 school year | Action |
| 10. | Resolution authorizing the execution of an agreement with Pickup Patrol LLC | Action |

9. PERSONNEL

- | | | |
|----|--|--------|
| 1. | Appointment/ES RISE After School Instructional Support K-5 Staff | Action |
| 2. | Retirement Revision/Groundskeeper I | Action |
| 3. | Appointment/Substitutes | Action |
| 4. | Request for Medical Leave of Absence/ES-HS PE Teacher | Action |
| 5. | Support Staff Compensation Revision | Action |
| 6. | Appointment/ES Monitor | Action |
| 7. | Appointment Revision/Substitutes | Action |
| 8. | Coaching recommendations - winter | Action |

10. REPORTS

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

11. OLD BUSINESS

12. NEW BUSINESS

- | | | |
|----|--|--------|
| 1. | Board Policy 4321.12 & R (Timeout and Physical Restraint - All Students) | Action |
| 2. | Board Policy 5300.55 (Corporal Punishment) | Action |
| 3. | Board Policy 6710 (Purchasing Authority) | Action |
| 4. | Board Policy 8210.1 (Use of Surveillance Cameras on School Property) | Action |

13. EXECUTIVE SESSION

14. ADJOURNMENT

October 2, 2023

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the Elementary School Library, on October 2, 2023.

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

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and approximately 14 attendees.

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

The pledge was conducted.

EDUCATIONAL PRESENTATIONS

Elementary School staff gave a presentation on their instructional programs and supports.

PUBLIC PARTICIPATION

There was no public participation.

APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the minutes of the September 18, 2023 Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

EAST QUOGUE SCHOOL DISTRICT

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing the execution of a special education services contract with the East Quogue School District for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

PITNEY BOWES

On motion of Ms. Wright, second by Ms. Donneson, the resolution authorizing the execution of four (4) contracts with Pitney Bowes for postage equipment and software maintenance, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

KIDZ EDUCATIONAL SERVICES

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of a consulting services contract with Kidz Educational Services for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

TEACHER CENTER CONTRACTS

On motion of Ms. Arrasate, second by Ms. Wright, the resolution authorizing the Board of Education President to execute three contracts (Renee Johnson, Christine Harrison & Kelly Hogan) for Teacher Center of the Western Hamptons classes, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

YOUTH & GOVERNMENT FIELD TRIP

On motion of Mr. Kast, second by Ms. Wright, the request from Kelly Massaro to take approximately 48 students on an overnight field trip to attend the Youth & Government Conference in Albany, NY, November 19 - 21, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

SAMANTHA ZEGEL

On motion of Mr. Stevens, second by Mr. Kast, the request from Samantha Zegel for a childcare leave of absence from her position as a HS Science Teacher utilizing 30 sick days (12/11/23 – 1/30/24), FMLA (1/31/24 – 5/3/24), an unpaid leave for the remainder of the school year, and returning to her position the beginning of the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

DANIELLE MUSUMECI

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the appointment of Danielle Musumeci as an ES RTI/Title 1 teacher, effective October 3, 2023 through June 7, 2024, for 6.5 hours/day at \$30/hr., to be and hereby is approved.

Vote: Yes 7 No 0

ES RISE AFTER SCHOOL INSTRUCTIONAL STAFF

On motion of Ms. Donneson, second by Mr. Kast, the appointment of the following ES staff members for the Elementary School RISE After School Instructional Support K-5 program, to be paid at the professional rate of \$50.22/hr., to be and hereby are approved:

Kerianne Beaver
Dawn Belson
Eileen Comer
Emily Dawson
Megan Fay
Tara Hudson
Kaleigh Locke

Lynne Marshall
Meaghan Moran
Jessica Nicholson
Thomas O'Leary
Lorraine Porcelli
Anmarie Steiner

Vote: Yes 7 No 0

DENIZZIE KEARNS

On motion of Mr. Stevens, second by Ms. Wright, the appointment of Denizzie Kearns as a HS Honor Society Foreign Language Advisor for the 2023/24 school year at a stipend of \$867, to be and hereby is approved.

Vote: Yes 7 No 0

SUBSTITUTES

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the appointment of the following substitutes for the 2023/24 school year, to be and hereby is approved:

Raymond Grube Security
Pauline Schmidt Nurse

Vote: Yes 7 No 0

JUDITH IANNONE

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Judith Iannone from her position as the Superintendent's Secretary/District Clerk for the purpose of retirement, her last day of employment to be December 29, 2023, with retirement beginning December 30, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

ERIC NICHOLS

On motion of Mr. Kast, second by Ms. Donneson, the resignation of Eric Nichols from his position as Groundskeeper I for the purpose of retirement, effective October 2, 2023 with retirement beginning October 3, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

COACHING MODIFICATION

On motion of Ms. Wright, second by Mr. Kast, the appointment of Alexandra Ehrhart as Varsity Assistant Boys Soccer Coach to be modified to begin September 19, 2023 (instead of August 21, 2023) and with her compensation to be \$2,861.56 (instead of \$5,943.40), to be and hereby is approved.

Vote: Yes 7 No 0

REPORTS

The personnel postings were noted.

EXECUTIVE SESSION

On motion of Mr. Kast, second by Mr. Stevens, the Board of Education to convene to Executive Session at 7:35 PM to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 7 No 0

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

Vote: Yes 7 No 0

ADJOURNMENT

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

Judy Iannone, District Clerk

October 2, 2023

Westhampton Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline I. Pirro



Date: October 3, 2023

Re: Detailed Internal Control Testing 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 facilities and capital projects complying with district policy and procedures during the period July 1, 2022 through October 31, 2023.

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.)

September 14, 2023

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 facilities and capital projects in complying with policies and procedures of the District during the period July 1, 2022 through October 31, 2023.

Facilities

We will perform a review of facilities as follows:

- Review Board policies and District procedures related to the Facilities Department and activities.
- Interview appropriate personnel regarding internal controls over staffing, time reporting, work flow, purchasing and invoice approval, budget preparation, budget monitoring, inventory control, fuel, District vehicles, and other areas of responsibility within the Facilities Department. Document the various systems and identify key internal control attributes for testing.
- Review processes related to the Facilities Department vehicles to ensure that procedures are in place to adequately monitor their usage, mileage, and fuel consumption. Also validate that these assets are properly safeguarded. Assist with developing written, formal procedures related to these activities.
- Examine payroll records of the Facilities Department employees for two (2) payroll cycles during the period and, on a test basis, compare to source documentation.
- Review a selection of purchase orders for 6 of the 10 largest Facilities Department vendors during the period and examine 2-3 invoices related to those purchase orders to determine if the policies and procedures of the District have been followed.
- Select 15 additional disbursements from the Facilities Department accounts and review supporting documentation to determine if applicable purchasing and disbursement policies and procedures have been followed.

- Review the Facilities Department's work order process to determine if there are opportunities for improvement.
- Review the Facilities Department budget for fiscal 2023-24 and compare to the 2022-23 budget and 2022-23 actual results. Obtain explanations for unusual variances. Review latest budget status report as of date of field work and obtain explanations for any variances.

Capital Projects

We will perform a review of capital projects as follows:

- Interview appropriate personnel to discuss key processes that includes the monitoring, recording and accounting for the financial activities of the capital projects.
- Assess the District's account codes in the financial system to ensure that the codes facilitate the tracking and monitoring of budgets and expenditures related to the capital projects.
- Review the Capital Projects Fund statements and schedule as per the Financial Statements, for the year ended June 30, 2022 and year ended June 30 2023, to assess the financial activity related to this fund and respective projects. On a test basis, we will compare budgets of selected projects to the filings with the New York State Education Department (NYSED).
- Review the state aid reports for fiscal years 2022 and 2023 and compare to the District's records.
- Select 15 disbursements from the Capital Projects Fund to ensure that the vendor invoices were properly reviewed and approved, and that the charges were posted to the correct capital project.

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.

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 October 2023, and unless unforeseeable problems are encountered, the engagement should be completed by January 31, 2024.

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.

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.

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: October 13, 2023

Re: Transportation Contracts – Summer 2023



Attached for Board of Education approval are two transportation contracts for summer 2023. The contracts are for summer special education (SSPC) and BOCES operated non-special education (SUM).

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

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID**, enter the date of the

bid advertisement

If **COMPETITIVELY BID**, enter the date of the

bid opening

Please complete BID TABULATION on the BID TABULATION FORM:

Was contract awarded to the lowest responsible bidder?

NO

If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons below.

If no bids are received, it is necessary for the district to re-advertise.

Please submit with this contract the **Affidavits of Publication** which you can secure from the newspapers. Also, attach one **printed copy of each notice to Bidder which appeared in the papers**. If **bid specifications** were used, kindly **submit** a copy using the SharePoint.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also, a footnote to that line item shall

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type:

Summer Home to School	SUM
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DESCRIPTION	TYPE
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Contract Identity:

In-District Transportation Program

Agreement Date:

7/1/2023

Contract Begin Date:

7/3/2023

Contract End Date:

8/31/2023

Specifications: District will supply contractor with fuel	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
Provision for attendants and/or monitors	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Clause for increasing or decreasing service	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

TOTAL ANTICIPATED AMOUNT:

31,000.00

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

	Westhampton Beach UFSD
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Signature or Trustee of President
of the Board of Education

Party of the First Part

	Eastern Suffolk BOCES
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Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations; or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

--

Filed By:

--

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract Summer - Form TCS

C

School District/BOCES WESTHAMPTON BEACH UFSD
 SED BEDS CODE: 580902

Transportation Contact First Name: Joseph Last Name: Lesnick

Contact Email: ilesnick@esboces.org

Telephone Number: 631-472-6480

Business Official First Name: Jacqueline Last Name: Pirro

Contact Email: n/a

Telephone Number: 631-288-3800

Mailing Address: 340 Mill Rd Westhampton Beach 11978

Street Address City ZIP

Contract Type: Summer Special Education SSPC

Contract Duration: 1 YEAR If individual contract or aggregate contracts is > 20k then contract must be bid

Summer Program Type: Separate Contract Required for Each Type Summer Program

Summer Contract Identity Regional Transportation Program

Specifications: District will supply contractor with fuel
 Provision for attendants and/or monitors YES
 Clause for increasing or decreasing service YES

AGREEMENT made on 6/2/23

WESTHAMPTON BEACH UFSD, County of County, NY
 Name of School District/BOCES by and between
 party of the first part BOCES EASTERN SUFFOLK, party of the second part.
 Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of service to begin on 7/1/23 w/ 1st date of school 7/3/23 and service to end on 8/31/23

NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part the sum of UNIT COST which is a UNIT COST for providing such transportation on a suitable conveyance.

TOTAL ANTICIPATED ANNUAL COST 30207

For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district. Please Select District

If awarded through a Request for Proposal please enter the date of RFP
 IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Type Name of Trustee or President of the Board of Education	<u>WESTHAMPTON BEACH UFSD</u>	<u>340 Mill Rd, Westhampton Beach, NY 11978</u>
<u>David Wicks</u>	Party of the First Part	Post Office Address
Type Name of Contractor Representative	<u>BOCES EASTERN SUFFOLK</u>	<u>201 Sunrise Hwy, Patchogue, NY 11772</u>
	Party of the Second Part	Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:
 Filed By: Type Name of Superintendent or Designee

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID**, enter the date of the

bid advertisement

If **COMPETITIVELY BID**, enter the date of the

bid opening

Please complete BID TABULATION on the BID TABULATION FORM:

Was contract awarded to the lowest responsible bidder?

NO

If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons below.

If no bids are received, it is necessary for the district to re-advertise.

Please submit with this contract the **Affidavits of Publication** which you can secure from the newspapers. Also, attach one **printed copy of each notice to Bidder which appeared in the papers**. If **bid specifications** were used, kindly **submit** a copy using the SharePoint.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also, a footnote to that line item shall

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type:

Summer Special Education	SSPC
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DESCRIPTION TYPE

Contract Identity:

Regional Transportation Program

Agreement Date:

7/1/2023

Contract Begin Date:

7/3/2023

Contract End Date:

8/31/2023

Specifications:	District will supply contractor with fuel	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
	Provision for attendants and/or monitors	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
	Clause for increasing or decreasing service	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

TOTAL ANTICIPATED AMOUNT:

30,207.00

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

	Westhampton Beach UFSD
--	------------------------

Signature or Trustee of President
of the Board of Education

Party of the First Part

	Eastern Suffolk BOCES
--	-----------------------

Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

--

Filed By:

--

Signature of Superintendent or designee

Westhampton Beach Union Free School District

September 14, 2023

Page 4 of 4

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: _____

Westhampton Beach Union Free School District **Business Office**

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: October 16, 2023

Re: Bid Award 2022 Bond Issue Related Capital Improvement Program

Bids were opened for 2022 Bond Issue Related Capital Improvement Program for the middle school and high school elevator replacement and middle school and elementary school window replacement.

Please find the attached recommendation memo from our District Architect, John Grillo, to award the bids to ACL Construction Corp. and Arrow Steel Window Corp. for the respective projects they were lowest responsible bidder.

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



JOHN A. GRILLO
ARCHITECT, P.C.
 1213 MAIN STREET
 PORT JEFFERSON, NY 11777

TEL: (631) 476-2161

JAGarchitect.com

FAX: (631) 476-9846

October 11, 2023

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

RE: Westhampton Beach UFSD
 2022 Bond Issue Related Capital Improvement Program
 SED No.: 58-09-02-02-0-002-015 - Westhampton Beach MS
 SED No.: 58-09-02-02-0-002-016 - Westhampton Beach MS
 SED No.: 58-09-02-02-0-003-015 - Westhampton Beach ES
 SED No.: 58-09-02-02-0-004-023 - Westhampton Beach HS

Dear Ms. Pirro:

We have reviewed the bids received on October 11, 2023, for the work of the above referenced project. We recommend awards of contracts as follows:

Contract No. 1: Elevator Replacement:

We recommend the award of Contract No. 1 be made to the lowest responsible bidder as follows:

ACL Construction Corp.
 30-A Gleam Street
 West Babylon, NY 11704
 631-491-6464

FAX 631-491-6477

in the following amount:

1. Westhampton Beach Middle School (002-015)(P1A):	\$260,000.00
2. Westhampton Beach High School (004-023)(P1A):	\$265,000.00
3. Total at Both Locations:	----- \$515,000.00 *

* The Total at Both Locations shown reflects a voluntary discount, in the amount of \$10,000.00, for the award of both schools.

Contract No. 2: Window Replacement:

We recommend the award of Contract No. 2 be made to the lowest responsible bidder as follows:

Arrow Steel Window Corp.
133 East Carmans Road
East Farmingdale, NY 11735
631-756-8661

FAX 631-756-8622

in the following amount:

1. Westhampton Beach Middle School (002-016)(P1B):	\$1,628,000.00
2. Westhampton Beach Elementary School (003-015)(P1B):	\$250,400.00
3. Total at Both Locations:	----- \$1,878,400.00

If additional information is required, please don't hesitate to contact our office.

Very truly yours,



John M. Grillo
Architect

JMG:kw

cc: A. Martino

2022 BI - HS MS ES - Rec Ltr

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2023-2024 SCHOOL YEAR

Requestor: MaryAnn Milton

Date of Request: 10-13-2023

Budget Code to **Transfer TO:**

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

Code Title: School Attorney Fees

Amount to Transfer: \$ 83,500.00

Budget Code to **Transfer FROM:**

Code Number: A-9030-800-00-05

Code Title: Board Share FICA

Reason for Transfer:

Based on activity for Special Legal Services

Back-up attached

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

Jacqueline Porro 10/13/2023
Asst./Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2023-2024 SCHOOL YEAR

Requestor: Gwen Gaines G.G.

Date of Request: 10/18/2023

Budget Code to Transfer TO:

Code Number: A2630-490-00-08

Code Title: Computer-Assisted Software - BOCES Services

Amount to Transfer: \$ 1,500.00

Budget Code to Transfer FROM:

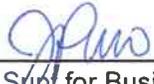
Code Number: A2630-460-00-03

Code Title: Computer-Assisted Software - Software - ES

Reason for Transfer: To cover recent educational software purchases made through ES BOCES that isn't covered by the encumbered amount on the purchase order.

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.**

 10/18/2023
Asst. Supt for Business Date

Superintendent Date

_____ Transfer #

_____ Transfer Made By

_____ Transfer Date

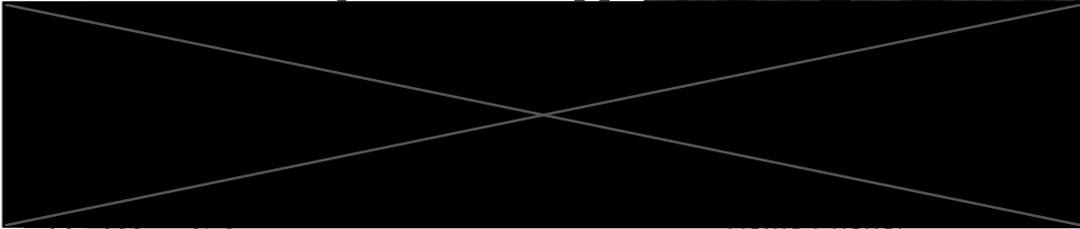
Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: C.J. Andrews Scholarship Fund



Email Address: _____

Donor's relation to the Westhampton Beach UFSD: Former WHB student

Please specify the exact nature of this gift and estimated value: \$2,000.00

_____ Do

you have a specific way you would like to see this gift used? Yes* No

If yes, how would you like to see this gift used? Purchase outerwear and hats for the golf team

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

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

See attached letter
Signature

Date

To be completed by the school district

Signature indicates acceptance of the above gift:

President - Board of Education

Superintendent of Schools

Donation transferred into Budget Code #: _____

Sept 28, 2023

Athletic Department,

On behalf of the C.J. Andrews Golf Scholarship fund we would like to donate \$2,000.00 Towards outerwear for the 2023 Golf Team.

The love C.J. had for the game of golf I know he would be thrilled to know that these golfers would enjoy being just a little warmer playing on those cold days.

Chris and I want to wish the team great success this year!

Go Hurricanes!!!!

Fondly,

Chris & Karen Andrews

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: October 13, 2023

Re: Donation for Middle School Youth and Government

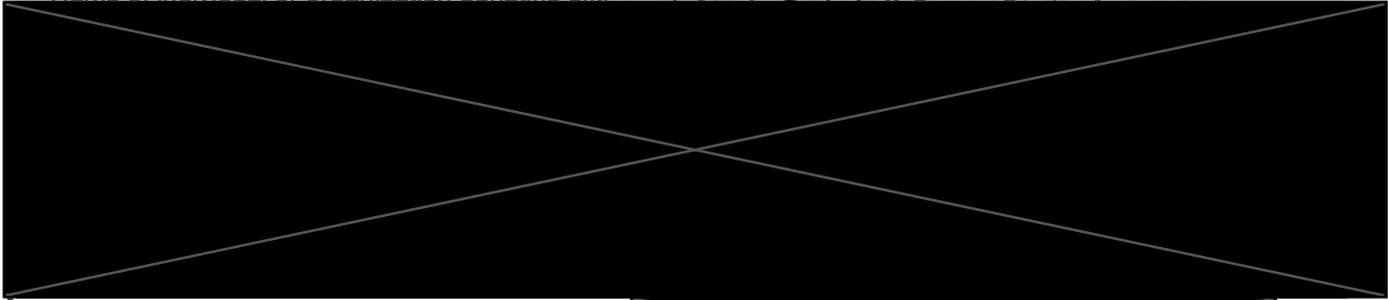
The Farruggia family would like to donate \$8,240 to be used toward the Youth and Government Conference field trip which was previously approved by the Board of Education at the October 2, 2023 meeting.

I am asking the BOE to accept this donation from the Farruggia family with many thanks.

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: Farruggia Family



Donor's relation to the Westhampton Beach UFSD _____

Please specify the exact nature of this gift and estimated value: Donation for transportation and expenses for the Youth and Government trip

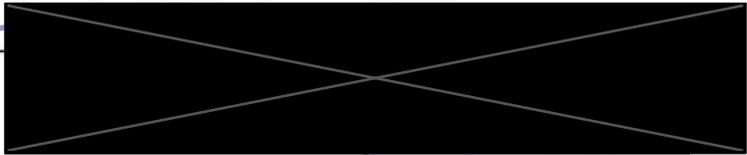
Do you have a specific way you would like to see this gift used? Yes No _____ If yes, how would

you like to see this gift used? Youth and Government coach bus + transportation expenses

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

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

Chansse Miller
Signature



Westhampton Beach UFSD Employee accepting donation: Chansse Miller

Budget code donation to be transferred into: _____

To be completed by the school district

Signature indicates acceptance of the above gift:

President - Board of Education

Superintendent of Schools

BOE Meeting Date: _____



East Moriches Union Free School District

Middle School
9 Adelaide Avenue
East Moriches, New York 11940
Fax – (631) 909-1379

Elementary School
523 Montauk Highway
East Moriches, New York 11940
Fax – (631) 909-7505

Switchboard – (631) 878-0162
www.emoschools.org

Mr. Dean L. Mittleman
Superintendent of
Schools

Mr. William Holl
Middle School
Principal

Mr. Edward Schneyer
Elementary School
Principal

Ms. Michele Pepey
Director of Special
Education/PPS
Supervisor

Ms. Emily Eich
Director of Curriculum
and Instruction

October 2, 2023

Dr. Carolyn Probst
Superintendent of Schools
Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach, NY 11978

Dear Dr. Probst:

Enclosed, please find two (2) copies of the Special Education Services contract for the 2023-2024 school year for one (1) student.

Once your Board President has signed both copies of the contract, please return one fully executed copy of the contract to my office.

Sincerely,

Dean L. Mittleman
Superintendent of Schools

DM/es

Enc.

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this _____ day of _____, 2023 by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "RECEIVING SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, New York 11978, and the Board of Education of the East Moriches Union Free School District (hereinafter "SENDING SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 9 Adelaide Avenue, East Moriches, NY 11940.

W I T N E S S E T H

WHEREAS the SENDING SCHOOL DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities and has determined that the RECEIVING SCHOOL DISTRICT's educational program is appropriate of the student(s) identified herein; and

WHEREAS, the RECEIVING SCHOOL DISTRICT is a public school district within the State of New York authorized to provide educational services, special education and related services to students with disabilities; and

WHEREAS, the SENDING SCHOOL DISTRICT desires to contract with the RECEIVING SCHOOL DISTRICT to provide instruction services, educational services, special education and related services to the student(s) identified in the attached Exhibit A for whom the SENDING SCHOOL DISTRICT has legal responsibility for providing a free appropriate public education;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from September 6, 2023 through June 26, 2024, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING SCHOOL DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING SCHOOL DISTRICT shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP) with exception of 1:1 resource room services.

2. The SENDING SCHOOL DISTRICT shall be responsible for providing the student(s) with the following:
 - 1:1 Resource Room Services
 - Educational services, special education and related services in the event of placement of the student in homebound instruction pursuant to § 175.21 of the Commissioner's Regulations for any period of time.
3. The RECEIVING SCHOOL DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING SCHOOL DISTRICT in writing.
4. All services provided by the RECEIVING SCHOOL DISTRICT to student(s) under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING SCHOOL DISTRICT to the RECEIVING SCHOOL DISTRICT upon any modification of a student's IEP.
5. The RECEIVING SCHOOL DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING SCHOOL DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
7. The RECEIVING SCHOOL DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. At the SENDING SCHOOL DISTRICT'S request, the RECEIVING SCHOOL DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING SCHOOL DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING SCHOOL DISTRICT shall immediately notify the SENDING SCHOOL DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING SCHOOL DISTRICT shall maintain its status as an approved special education provider. In the event that the RECEIVING SCHOOL DISTRICT fails to maintain such status, the RECEIVING SCHOOL DISTRICT shall immediately notify the SENDING SCHOOL DISTRICT. The SENDING

SCHOOL DISTRICT shall not be required to pay the RECEIVING SCHOOL DISTRICT for services rendered during any period of time in which the RECEIVING SCHOOL DISTRICT fails to maintain its status as an approved special education provider, and the RECEIVING SCHOOL DISTRICT shall reimburse the SENDING SCHOOL DISTRICT for any payments already received for services rendered during said period of time.

10. The RECEIVING SCHOOL DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING SCHOOL DISTRICT will work cooperatively with the SENDING SCHOOL DISTRICT's Committee on Special Education (CSE). The RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of the SENDING SCHOOL DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING SCHOOL DISTRICT of such meetings.
12. The RECEIVING SCHOOL DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING SCHOOL DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING SCHOOL DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable. If at any time during the course of this Agreement, it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the SENDING SCHOOL DISTRICT and the RECEIVING SCHOOL DISTRICT agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information

concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law Section 2-d.

15. The SENDING SCHOOL DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING SCHOOL DISTRICT to provide services pursuant to this Agreement.
16. The SENDING SCHOOL DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING SCHOOL DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING SCHOOL DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
17. Upon reasonable prior written notice, the RECEIVING SCHOOL DISTRICT shall be subject to visitation by the SENDING SCHOOL DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING SCHOOL DISTRICT.
18. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING SCHOOL DISTRICT shall promptly give written notice of same to the SENDING SCHOOL DISTRICT.
19. Insurance
 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of the SENDING SCHOOL DISTRICT as an Additional Insured on the RECEIVING SCHOOL DISTRICT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
 2. The policy naming the SENDING SCHOOL DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the SENDING SCHOOL DISTRICT and may create significant vulnerability and costs for the SENDING SCHOOL DISTRICT.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the SENDING SCHOOL DISTRICT, its Board, employees and

volunteers with a waiver of subrogation in favor of the SENDING SCHOOL DISTRICT including Workers Compensation.

- c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the SENDING SCHOOL DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the SENDING SCHOOL DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3. a. The certificate of insurance must describe the services provided by the RECEIVING SCHOOL DISTRICT that are covered by the liability policies.
b. At the SENDING SCHOOL DISTRICT's request, the RECEIVING SCHOOL DISTRICT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the RECEIVING SCHOOL DISTRICT will provide a copy of the policy endorsements and forms.
4. The RECEIVING SCHOOL DISTRICT agrees to indemnify the SENDING SCHOOL DISTRICT for applicable deductibles and self-insured retentions.

5. Minimum Required Insurance:

a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the SENDING SCHOOL DISTRICT.

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200

Form with the state. The form can be completed and submitted directly to the WC Board online.

d. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the RECEIVING SCHOOL DISTRICT performed under the contract for the SENDING SCHOOL DISTRICT. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The RECEIVING SCHOOL DISTRICT acknowledges that failure to obtain such insurance on behalf of the SENDING SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the SENDING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT is to provide the SENDING SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the SENDING SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the SENDING SCHOOL DISTRICT.
7. If the RECEIVING SCHOOL DISTRICT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the SENDING SCHOOL DISTRICT.

C. COMPENSATION:

1. The RECEIVING SCHOOL DISTRICT shall be entitled to tuition from the SENDING SCHOOL DISTRICT for education services provided to the student(s) pursuant to this agreement. The tuition rate shall not exceed the actual net cost of educating such student(s). If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education, referenced as the Non-Resident Tuition Rate (NRT).

2. The estimated tuition rate for the 2023-2024 regular school year shall be as follows:

Special Education – Full Day

7-12 Student with Disabilities - \$69,341

3. The parties agree and understand that the total nonresident tuition amount due and payable to the RECEIVING SCHOOL DISTRICT for services rendered under this Agreement shall be payable in monthly installments within thirty (30) days upon receipt of a written invoice from the RECEIVING SCHOOL DISTRICT.
4. The parties agree and understand that if the RECEIVING SCHOOL DISTRICT's tuition rates are modified by the New York State Education Department, the parties shall adjust the tuition payments so that the SENDING SCHOOL DISTRICT shall pay to the RECEIVING SCHOOL DISTRICT the approved rates applicable to the 2023-2024 school year for the relevant period of each student's attendance.
5. If during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, the RECEIVING SCHOOL DISTRICT shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by the SENDING SCHOOL DISTRICT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
6. Requests for payment by the RECEIVING SCHOOL DISTRICT shall be made by submission of a detailed written invoice to the SENDING SCHOOL DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
7. The SENDING SCHOOL DISTRICT shall pay the RECEIVING SCHOOL DISTRICT within thirty (30) days of receipt of each invoice by the SENDING SCHOOL DISTRICT.
8. The SENDING SCHOOL DISTRICT shall give the RECEIVING SCHOOL DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the SENDING SCHOOL DISTRICT or the RECEIVING SCHOOL DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to

immediately terminate this Agreement without any further liability to the party which violated the Agreement.

- c. In the event the SENDING SCHOOL DISTRICT or the RECEIVING SCHOOL DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The RECEIVING SCHOOL DISTRICT agrees to defend, indemnify and hold harmless the SENDING SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING SCHOOL DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. The SENDING SCHOOL DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING SCHOOL DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

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

To SENDING SCHOOL DISTRICT: Mr. Dean Mittleman,
Superintendent of Schools
East Moriches UFSD
9 Adelaide Avenue
East Moriches, NY 11940

To RECEIVING SCHOOL DISTRICT: Dr. Carolyn Probst,
Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road,
Westhampton Beach, NY 11978

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. 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.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

RECEIVING SCHOOL DISTRICT
WESTHAMPTON BEACH UNION
FREE SCHOOL DISTRICT

SENDING SCHOOL DISTRICT
EAST MORICHES UNION FREE
SCHOOL DISTRICT

By: Suzanne M. Mensch

President, Board of Education



By: Greg Melegio

President, Board of Education

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: October 17, 2023

Re: 2023-2024 Tax Levy

The Town of Southampton Assessor's Office has published its 2023-2024 Final Assessment Roll and has provided the final assessed valuation for the Westhampton Beach UFSD.

For budget purposes, an estimated total assessed valuation of \$5,432,930,774 was used. The actual amount is \$5,537,375,712.

In order to set the tax rate for the 2023-2024 school year, I am requesting the Board of Education set the total amount of tax dollars to be raised at \$33,584,341 which reflects the amount approved by voters on May 16, 2023.

Using the updated assessment roll, a tax rate of \$6.06 per one thousand of assessed valuation has been calculated.

If you have any questions please feel free to contact me.



**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
BUSINESS OFFICE**

340 Mill Road, Westhampton Beach, New York 11978
(631) 288-3800

Jacqueline I. Pirro
Assistant Superintendent for Business
jpirro@whbschools.org

October 17, 2023

Lisa R. Goree, Sole Assessor
Town of Southampton
116 Hampton Road
Southampton, NY 11968

Dear Ms. Goree:

Included below is the information that is needed by your office to set the tax rate for the Westhampton Beach Union Free School District and the Westhampton Beach Public Library for the 2023/2024 school year.

A. Total School District Budget:	<u>\$ 62,994,351</u>
B. State Aid	<u>\$ 2,688,144</u>
C. Surplus Applied to Tax Reduction	<u>\$ 950,000</u>
D. Other Revenues	<u>\$ 25,771,866</u>
E. AMOUNT OF LEVY TO DETERMINE TAX RATE	<u>\$ 33,584,341</u>
F. Amount to be raised by Tax for Public Library	<u>\$ 2,550,193</u>
G. Total Tax Levy for Westhampton Beach UFSD and Westhampton Beach Library for 2023/2024	<u>\$ 36,134,534</u>

School District Number: 580902

Suzanne Mensch
President of the Board of Education

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: October 19, 2023

Re: Consultant Agreement – PickUp Patrol

I respectfully request the Board of Education approve the attached agreement and free trial subscription with PickUp Patrol LLC. PickUp Patrol LLC will provide automated school dismissal online software to the Elementary School through June 30, 2024.

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 3rd day of August 2023, by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 379 Mill Road, Westhampton Beach, NY, and PickUp Patrol LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 2 Wallace Lane, Mount Vernon, NH 03057.

A. TERM

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) **To provide automated school dismissal online software.**
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on an annual basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of **\$2.00 per student** calculated each year using the current student enrollment at the time of invoicing.

E. INSURANCE

1. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$10,000 Medical Expense

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. Cyber Liability

Data Breach - Response Expenses \$10,000

Data Breach - Defense and Liability \$50,000

d. Professional Errors and Omissions Insurance

\$2,500 per occurrence/\$1,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.

e. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

1. a. This Agreement includes the agreement: PickUp Patrol Terms of Use: Schools & Districts. If there is a discrepancy between the documents, the Westhampton Beach Consultant Services shall supersede.
b. These Agreements are the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

**Supplemental Agreement between the
Westhampton Beach Union Free School District
and
PickUp Patrol LLC**

Supplemental Agreement dated this 3rd day of August 2023 between the **Westhampton Beach Union Free School District** (the “District”), located at 279 Mill Road, Westhampton Beach, NY 11978, and PickUp Patrol LLC (the “Contractor”) located at 2 Wallace Lane, Mount Vernon, NH 03057.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the “Agreement”) whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter “Supplemental Agreement”).

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. **Defined Terms:** Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter “Regulations”).

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the Westhampton Beach Union Free School District

b. “Third Party Contractor” shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, “Third Party Contractor” shall be synonymous with “Contractor” and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other

written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs.

c. “Student” means any person attending or seeking to enroll in an Educational Agency.

d. “Student Data” means Personally Identifiable Information of a “Student.”

e. “Eligible Student” means a Student who is eighteen years or older.

f. “Parent” means a parent, legal guardian, or personal in parental relation to a Student.

g. “Building Principal” or “Principal” means a building principal subject to annual performance evaluation review under Education Law §3012-c.

h. “Classroom Teacher” or “Teacher” means a teacher subject to annual performance evaluation review under Education Law §3012-c.

i. “Teacher or Principal Data” means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

j. “Personally Identifiable Information” shall have the following meanings:

i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)

ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child’s personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
3. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by New York State is available to review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be obtained by writing to:

Office of Information & Reporting Services NYS Education Dept.
Room 863 EBA,
89 Washington Avenue
Albany, NY 12234

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Carolyn J. Probst, Superintendent of Schools Westhampton Beach UFSD
340 Mill Road, WesthamptonBeach, NY 11978
(631) 288-3800

OR

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.

- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.
 - c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
 - d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
 - e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing expressed or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

PickUp Patrol

Westhampton Beach UFSD

By: *Maria Edvalson*

By: _____

Print Name: Maria Edvalson

Print Name: Carolyn Probst

Title: COO

Title: Superintendent

Date: 10/19/23

Date: _____



FREE TRIAL/SUBSCRIPTION AGREEMENT

School/District: **Westhampton Beach Elementary
Westhampton Beach SD**

Free Trial Start Date: October 05, 2023

Address: 379 Mill Road
Westhampton Beach, NY 11978

Subscription Start Date: January 01, 2024

Primary Contact Name/Title: Jeremy Garritano
Principal

Subscription Term: 1 Year

Email: jgarritano@whbschools.org

Billing Cycle: Annual

Website: https://whbschools.org/schools/westhampton_beach_elementary_school

DESCRIPTION	QUANTITY	UNIT PRICE	ANNUAL SUBSCRIPTION FEE
PickUp Patrol: Free Trial with no fees or obligation to continue use.	1	\$0.00	\$0.00
If Westhampton Beach Elementary chooses to continue after trial period, the annual subscription cost will be calculated each year using the current student enrollment at the time of invoicing	352*	\$2.25	\$792.00
District Discount	1	(\$87.12)	(\$87.12)
SUBTOTAL			\$704.88
DISCOUNTS			
Free Trial			(\$704.88)
TOTAL			\$0.00**
ADDITIONAL TERMS			
*Actual enrollment calculated annually at invoicing.			
**No payment due at this time. PickUp Patrol will contact you a couple weeks before the end of the trial period to determine if you would like to continue use with a paid subscription.			
PickUp Patrol agrees to be bound to New York State (NYS) Ed Law 2-D. If there are any discrepancies between NYS Ed Law 2-D and the attached Terms, NYS Ed Law 2-D shall prevail..			

Subscriber hereby orders from PickUp Patrol LLC ("PickUp Patrol") the foregoing Free Trial/Subscription Agreement.

1. This Free Trial/Subscription Agreement is subject to the PickUp Patrol Terms of Use ("Terms").
2. By my signature below, I certify that I am authorized to sign this agreement and I have read and agree to the provisions set forth in this agreement and to the terms and conditions posted at https://docs.google.com/document/d/e/2PACX:1vRvD6DbCbXsl3wObPQrUSMINFKEiv2s6W-T8NC_YaVtrm_XZHvrJ5tkB55efOaw/pub.
3. This Free Trial/Subscription Agreement, which incorporates by reference the PickUp Patrol Terms, is executed by the parties on their behalf by and through their duly authorized officers as of the signing date.
4. This agreement may be renewed. Continued use of the application beyond after the term end date shall serve as notification of renewal. Licensee may terminate this agreement at any time by notifying billing@pickuppatrol.net.

PickUp Patrol LLC

School ("Subscriber")

Maria Edvalson

10/5/2023

Signature/Date

Maria Edvalson

Signature/Date

Carolyn Probst

Printed Name

COO

Title

Printed Name

Superintendent

Title

CONFIDENTIAL

PickUp Patrol LLC - 2 Wallace Lane Mont Vernon, NH 03057 USA - www.pickuppatrol.net

WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

October 23, 2023

A - CERTIFIED STAFF

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

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

NAME	POSITION	EFFECTIVE DATE	REASON
James Ford	ES/HS Physical Education Teacher	10/2/23 - 10/31/23	Medical Leave of Absence

Date Submitted to the Board of Education: _____

B - CIVIL SERVICE STAFF

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

1. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATES
Patricia Sposato	ES Monitor	\$15/hour	10/24/23

2. Appointment of Substitutes

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

NAME	POSITION	RATE OF PAY
Joanna Iannuzzi	Guard Substitute	\$25/hour
Jeffrey Terry	Guard Substitute	\$25/hour

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

NAME	POSITION	RATE OF PAY
Amawasri Bottachiari	Custodial Worker I Substitute	\$17.50/hour
Raymond Grube, Jr.	Custodial Worker I Substitute	\$17.50/hour
Franklin Robinson	Custodial Worker I Substitute	\$17.50/hour
Scott White	Custodial Worker I Substitute	\$17.50/hour
Zebedee Williams	Custodial Worker I Substitute	\$17.50/hour

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

NAME	POSITION	EFFECTIVE DATE	REASON
Eric Nichols	Groundskeeper I	10/13/23	Retirement Revision

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

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

NAME	POSITION	RATE OF PAY
Kim Kametler	Proctor	\$116/day
Kathleen Walsh	Proctor	\$116/day revision
Susan Kearns	Returning Proctor	\$130/day
All District Teaching/Professional Staff	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour

Date Submitted to the Board of Education: _____

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

NAME	SCHOOL	SPORT	SALARY
Robert Pinney	Middle School	Boys Basketball - MS (Green)	\$4,193.37
Sewdutt (Mike) Harpaul	Middle School	Boys Basketball - MS (White)	\$4,311.03
Jenny Price	Middle School	Girls Volleyball - MS (White)	\$4,193.37
Kyle Allen-Morabito	Middle School	Girls Volleyball - MS (Green)	\$4,193.37

Date Submitted to the Board of Education: _____

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

Bulletin No. 23/24 – 23

VACANCY

Groundskeeper II

Please apply by October 30, 2023 to:

**Anthony Martino
Assistant Plant Facilities Administrator
Westhampton Beach UFSD
631-288-3800**

October 16, 2023

TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS)

This policy applies to all students, whether or not they are students with disabilities. The Board of Education recognizes that sometimes students exhibit challenging behaviors that impede learning and pose concern for the physical safety of themselves or others. The Board is required by state law and state regulations to adopt a policy that establishes administrative practices and procedures on the use of timeout and physical restraint to address such challenging behaviors.

As required by state regulations, the district will utilize positive, proactive, evidence- and researched-based strategies through a multi-tiered system of supports, to reduce the occurrence of challenging behaviors, eliminate the need to the use of timeout and physical restraint, and improve school climate and the safety of all students. Such strategies will include intervention and prevention procedures and de-escalation techniques. However, these strategies may not always be effective in keeping the school environment safe.

Pursuant to state regulations 8 NYCRR §19.5, timeout and physical restraint will not be used as discipline or punishment, retaliation, or as a substitute for positive, proactive intervention strategies that are designed to change, replace, modify, or eliminate a targeted behavior. Timeout and physical restraint may only be used when:

1. Other less restrictive and intrusive interventions and de-escalation techniques would not prevent imminent danger of serious physical harm to the student or others;
2. There is no known medical contraindication to its use on the student; and
3. School staff using such interventions have been trained in its safe and appropriate application, as required by state regulations.

For purposes of this policy and regulation, the term “parent” refers to parents and persons in parental relation.

The Superintendent is directed to establish administrative regulations to implement this policy.

I. Precipitating Factors and Time Limitations

Generally, timeout and physical restraint will be used when students exhibit behavior that puts themselves or others at risk of physical injury. Timeout and physical restraint will be used for the least amount of time necessary, generally only until the student has de-escalated, can return to their educational program, and no longer poses a risk of injury to themselves or others.

II. Timeout for Students with Disabilities Pursuant to a Behavioral Intervention Plan

In addition to situations posing an immediate concern for the physical safety of a student or others as described in this policy and administrative regulation, timeout may be used for students with disabilities in conjunction with a behavioral intervention plan (BIP), as part of the student’s individualized education program (IEP), as permitted by state regulations 8 NYCRR §200.22.

III. Staff training

The district will provide annual training to staff on the use of timeout and physical restraint as required by state regulations and outlined further in the accompanying administrative regulation.

IV. Information Provided to Parents

As required by state regulations, the district will provide this policy and accompanying administrative regulation to the parents of students for whom timeout and physical restraint has been used.

V. Parent Notification of Timeout or Restraint

The Building Principal or designee will notify parents on the same day that timeout or physical restraint is used on a student, including a timeout used in conjunction with a student's BIP. The notification will offer the parent the opportunity to meet regarding the incident. Parents will also be provided with a copy of the documentation of the incident within three school days of the use of timeout or physical restraint.

If the parent cannot be contacted after making reasonable attempts, the Principal will record the attempts made to contact the parent. In the case of students with disabilities, the Principal will report such attempts to the student's committee on preschool special education or committee on special education.

VI. Data Collection to Monitor Patterns

As required by state regulations, the district will document each incident of the use of timeout (including those used in conjunction with a BIP) and physical restraint, debrief following each incident of timeout and physical restraint, and review its documentation to monitor patterns of timeout and physical restraint.

VII. Prohibited Actions

Students may not be placed in a locked room or space in a room where the student cannot be continuously observed and supervised by school staff. Students may not be placed in a prone restraint (a physical or mechanical restraint while the student is in a face down position).

Additionally, district teachers, administrators, officers, employees, or agent may not use corporal punishment, mechanical restraint and other aversive interventions, or seclusion (which differs from timeout) against a student, as defined in state regulations. State regulations include school resource officers in the term "agent" except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

VIII. Annual Reporting

District staff must report all allegations of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint, or seclusion to the Superintendent. The Superintendent or designee will investigate the allegations, and determine whether they are substantiated or unsubstantiated, and will compile the reports annually.

The district will submit a report to the State Education Department, on a form and at a time prescribed by the Commissioner of Education, on the use of timeout and physical restraint, as well as substantiated and unsubstantiated allegations of the use of corporal punishment, mechanical restraint and other aversive interventions, prone physical restraint and seclusion.

IX. Public Availability and Posting of Policy

This policy and accompanying administrative regulation will be made publicly available for review at the district administrative offices, at each school building, and posted on the district's website.

Ref: Education Law §4402(9)
8 NYCRR §§19.5; 200.22

Adoption date:

TIMEOUT AND PHYSICAL RESTRAINT (ALL STUDENTS) REGULATION

This regulation contains administrative procedures addressing the use of timeout and physical restraint, as required by state regulations.

I. Timeout

Timeout is defined in state regulations as a behavior management technique that involves the monitored separation of a student in a non-locked setting, implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program.

Timeout does not include:

1. a student-initiated or student-requested break to utilize coping skills, sensory input, or self-regulation strategies;
2. use of a room or space containing coping tools or activities to assist a student to calm and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan; or
3. a teacher removal, in-school suspension; or any other appropriate disciplinary action.

A. Use of Timeout

Timeout may only be used in situations that pose an immediate concern for the physical safety of the student or others. Staff must return students to their educational program as soon as they have safely de-escalated, regained control and are prepared to meet expectations.

B. Physical Requirements for Rooms or Spaces Used for Timeout

The room or physical space ("space") used for purposes of timeout may be located within a classroom or outside of the classroom. The space must be unlocked, and any door must be able to be opened from the inside. The space must allow for continuous visual and auditory monitoring of the student, and school staff will continuously monitor students in timeout. The space will be large enough to allow a student to move freely and lay down comfortably. The space will be clean and free of objects and fixtures that could be potentially dangerous to a student, and will meet all local fire and safety codes. Wall and floor coverings will, to the extent practicable, be designed to prevent student injury, and there will be adequate lighting and ventilation. The temperature of the space will be within the normal comfort range, and consistent with the rest of the building.

C. Additional Requirements for the Use of Timeout with Students with Disabilities

The IEP of a student with a disability will specify when a behavioral intervention plan includes the use of timeout, including the maximum amount of time they will need to be in timeout as a behavioral consequence, as determined on an individual basis, in consideration of the student's

age and individual needs. The behavioral intervention plan will be designed to teach and reinforce alternative appropriate behaviors.

The district will inform parents of students with disabilities prior to the initiation of a BIP that incorporates the use of timeout, give the parent an opportunity to see the room or physical space used, and provide the parent with copy of this policy and regulation.

D. Factors Precipitating the Use of Timeout

The factors which may trigger the use of timeout can depend on the particular student. Generally, timeout may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

E. Time Limitations for Timeout

The amount of time a student may spend in timeout will vary with the student's age, grade, and development level, individual needs, behavioral intervention plan (for students with disabilities), and the specific circumstances. Students will spend only as much time in timeout as is necessary for them to deescalate, regain control, return to their educational programs, or no longer pose a concern for the physical safety of themselves or others.

Timeout for students with disabilities that are utilized pursuant to their BIP will not be more than the maximum amount of time specified in the BIP.

II. Use of Physical Restraint

Physical restraint immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. Physical restraint does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or for other similar purposes.

A. Requirements for use of Physical Restraint

Physical restraint will only be used in situations where immediate intervention involving the use of reasonable physical force is necessary to prevent imminent danger of serious physical harm to the student or others.

1. The type of physical restraint used shall be the least restrictive technique necessary, and will stop as soon as the imminent danger of serious physical harm is over.
2. Physical restraint will not restrict the student's ability to breathe or communicate, or harm the student.

3. Students will not be restrained in a face-down position.
4. Physical restraint will not be used as a planned intervention on a student's individualized education program, Section 504 accommodation plan, behavioral intervention plan, or other plan developed for a student by the school.
5. Physical restraint will not be used to prevent property damage, except in situations where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.
6. Physical restraint will be administered only by staff who have received training in accordance with state regulations and this policy and regulation.
7. Following a physical restraint, if the student is or is believed to be injured, the school nurse or other medical personnel (i.e., physician, physician assistant, or a nurse practitioner) will evaluate the student to determine and document if any injuries were sustained during the incident.

B. Factors Precipitating the Use of Physical Restraint

The factors which may trigger the use of physical restraint can depend on the particular student, but there must be imminent danger of serious physical harm to the student or others. Generally, physical restraint may be used when a student needs to de-escalate, regain control of their actions and emotions, and prepare to meet expectations to return to the education program. Such students may be unable to control (or exhibit difficulty controlling) their actions or emotions, feel overwhelmed or overstimulated, exhibit violent actions, or pose a danger to themselves or others. Such students generally would not have responded favorably to initial intervention and de-escalation actions by staff, or when positive, proactive intervention strategies used by staff were unsuccessful.

C. Time Limitations for Physical Restraint

Students will remain in physical restraint only while the imminent danger of serious physical harm to the student or others persists.

III. General Requirements for Timeout and Physical Restraint

A. Staff Training

All staff will receive annual training on:

1. the district's policies and procedures on the use of timeout and physical restraint;
2. evidence-based positive, proactive strategies; and
3. crisis intervention and prevention procedures and de-escalation techniques.

All staff authorized to implement timeout or physical restraint, including those who function as timeout monitors, will receive annual, evidence-based training in safe and effective developmentally appropriate timeout and physical restraint procedures.

Only trained staff authorized by the school principal may implement timeout or physical restraint. Staff who are not authorized to implement timeout or physical restraint will receive training on what to do and who to contact if a student is exhibiting behaviors indicating a need for timeout or physical restraint, where the student has not responded to positive and proactive strategies and less restrictive and intrusive interventions and de-escalation techniques.

B. Prohibitions

Students are prohibited from being placed in a locked room or space for timeout, or in a prone restraint (face-down position). In addition, the following actions are prohibited by state regulations:

1. Aversive Interventions

Aversive interventions are defined in state regulations as those which are intended to induce pain or discomfort for the purpose of eliminating or reducing student behavior. It includes applying noxious, painful, intrusive stimuli, strangling, shoving, deep muscle squeezes or similar actions; noxious, painful or intrusive spray, inhalant or taste; denying or delaying food, or altering food or drink to make it distasteful; limiting movement as a punishment, including helmets or mechanical restraints.

Aversive interventions do not include voice control if limited to loud, firm comments; time-limited ignoring of a specific behavior, token fines as part of a token economy system, brief physical prompts to interrupt or prevent a specific behavior, interventions medically necessary to treat or protect the student.

2. Corporal Punishment

Corporal punishment is defined in state regulations as any act of physical force upon a student for the purpose of punishing that student. The term does not include the use of physical restraint as defined in state regulations to protect the student, another student, teacher or any other person from physical injury when alternative procedures and methods not involving the use of physical restraint cannot reasonably be employed to achieve these purposes.

3. Seclusion

Seclusion is defined in state regulations as the involuntary confinement of a student alone in a room or space that they are physically prevented from leaving or they may perceive that they cannot leave at will. Seclusion does not include timeout as defined in this policy and state regulations.

C. Data Collection to Monitor Patterns of Use

1. Documentation

The district will document each incident of timeout (including those pursuant to a BIP) and physical restraint. Documentation will include:

- a. The student's name and birth date;
- b. The setting and location of the incident;
- c. The names of staff members who participated in the implementation, monitoring and supervision of the use of timeout/physical restraint;
- d. A description of the incident, including the duration and type of restraint used (for physical restraint);
- e. Whether the student has an IEP, Section 504 plan, BIP, or other plan developed by the school for the student;
- f. The positive, proactive intervention strategies utilized prior to the use of timeout/physical restraint (for students with disabilities, include whether those strategies were consistent with the BIP, if applicable);
- g. The details of any injuries sustained by the student or staff during the incident and whether the student was evaluated by the school nurse or other medical personnel;
- h. The date and method of parent notification and whether a meeting was held; and
- i. The date the debriefing was held.

This documentation will be reviewed as necessary by supervisory personnel and the school nurse or other medical personnel as necessary. This documentation will be made available to the State Education Department upon request.

2. Debriefing

As soon as is practicable, and after every incident in which timeout and/or a physical restraint is used on a student, a school administrator or designee will:

- a. Meet with the school staff who participated in the use of timeout and/or physical restraint to discuss:
 - i. the circumstances leading to the use of timeout and/or physical restraint;
 - ii. the positive, proactive intervention strategies that were utilized prior to the use of timeout and/or physical restraint; and
 - iii. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student including, if applicable, whether a referral should be made for special education programs and/or other support services or, for a student with a disability, whether a referral for review of the student's individualized education program and/or behavioral intervention plan is needed.
- b. Direct a school staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout and/or physical restraint.

3. Review of Documentation

The school administrator or designee will regularly review documentation on the use of timeout and physical restraint to ensure compliance with school's policy and procedures.

If there are multiple incidents within the same classroom or involving the same staff, the school administrator or designee will take appropriate steps to address the frequency and pattern of use.

D. Parent Notification

Same-day parent notification will be via methods reasonably expected to reach the parent (e.g., email, text, phone, apps or portals, etc.), and may take into account parent preference.

Adoption date:

CORPORAL PUNISHMENT

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

Corporal punishment does not include the use of physical restraint to protect the student, another student, teacher or any other person from physical injury, when alternative procedures and methods not involving the use of physical restraint cannot reasonably be employed to achieve these purposes.

Physical restraint will not be used to prevent property damage, except in situations where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.

The authorized use of timeout and physical restraint is addressed in policy 4321.12 and regulation 4321.12-R.

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

Cross-ref:
4321.12, Timeout and Physical Restraint (All Students)

Ref:
8 NYCRR §100.2(l)(3)
Rules of the Board of Regents §19.5

Adoption date:

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

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

PURCHASING AUTHORITY

The Board of Education designates Jacqueline Pirro, Assistant Superintendent for Business, as Purchasing Agent for the school district. The Board will formally designate the individual named as Purchasing Agent at the annual organizational meeting, which will be recorded in the minutes of that meeting. If the individual so named becomes unable to fulfill the duties during the course of the year, The Board will designate another Purchasing Agent at the next Board meeting. The Board will update the name and title of the Purchasing Agent in this policy every other year, if needed.

Deleted: at its Reorganizational Meeting the

The Purchasing Agent will be responsible for administering all purchasing activities and ensuring the quality and quantity of purchases made by the district.

Deleted: Under the general supervision of the Superintendent of Schools, the

Deleted: or his/her designee

All purchases will be made through the Purchasing Agent.

Deleted: developing the purchasing program of the school district,

Deleted: shall

The Purchasing Agent is authorized to issue purchase orders without prior approval of the Board when formal bidding procedures are not required by law and budget appropriations are adequate to cover such obligations.

Deleted: Business Office by the

Deleted: or his/her designee,

The Purchasing Agent is responsible for preparing all bid specifications and a statement of general bidding conditions to be included in every notice or invitation to bid. If there are questions concerning specifications, the Purchasing Agent will consult with the requisitioner to clarify the matter so as to ensure that the appropriate goods or services are obtained.

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Cross-ref:
2210, Board Organizational Meeting
6700, Purchasing

Ref: Education Law §1709(20-a)
General Municipal Law §104-b(2)(f)

Deleted: The Superintendent may authorize expenditures in excess of the budgeted amount provided a sufficient amount is available in the total budget appropriated to cover the expense.

Adoption date: February 4, 2002
Revision adopted: June 7, 2010
Revision adopted:

USE OF SURVEILLANCE CAMERAS ON SCHOOL PROPERTY

The Board of Education is responsible for maintaining a safe school environment, as well as safeguarding the facilities and property of the district. The Board further recognizes the importance of student, staff and visitor privacy. The Board supports the use of surveillance cameras on school grounds. Cameras are an important component of the District's overall approach to safety, in conjunction with the district's school safety plans. Surveillance cameras are intended to monitor student behavior, promote student and staff safety, and to deter vandalism and other criminal activity. However, this does not preclude other uses deemed appropriate by the Board of Education. Recordings may be used as evidence of misconduct in disciplinary proceedings.

Deleted: After careful consideration, the

District surveillance cameras will only be utilized in areas where there is no "reasonable expectation of privacy." Audio recordings and/or surveillance will not be utilized by the school district employees; however, such prohibition does not preclude the use of audio recordings by law enforcement officials in accordance with their duties and/or as otherwise authorized by law.

Any video recording used for surveillance purposes in school buildings and/or on school property is the sole property of the district. The Superintendent or designee will be the custodian of such recordings. All video recordings will be stored in their original form and secured to avoid tampering and protect confidentiality. The district will comply with all applicable state and federal laws related to student records in retaining these recordings.

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Requests to view a video recording must be made in writing to the Superintendent or designee. If the request is granted, viewing shall occur in the presence of the district's custodian of the recording. Under no circumstances will the video be duplicated and/or removed from district premises, unless in accordance with a court order and/or subpoena.

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Deleted: and will be governed by the New York Public Officers Law (Freedom of Information Law)

The district will post appropriate signage at entrances to the school notifying students, staff and the general public of the district's use of surveillance cameras. Students and staff will receive additional notification. Such notification may include publication in the district calendar, employee handbook and student handbook.

The Superintendent is authorized to develop such regulations and procedures as may be necessary to implement this policy.

- Cross-ref:
1120, School District Records
5500, Student Records
8130, School Safety Plans and Teams

- Ref: 20 U.S.C. §1232g (Family Educational Rights & Privacy Act)
Arts & Cultural Affairs Law Art. 57-A
Public Officers Law §87
8 NYCRR §185.15 (Appendix L), Retention and Disposition Schedule for New York Local Government Records (LGS-1)

Adoption date: November 18, 2013

Revision adopted:

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