7/7/23, 9:44 AM Agenda

Westhampton Beach Home of the Hurricanes School District

AGENDA

TYPE: Reorganizational Meeting **DATE:** 7/11/2023 **TIME:** 7:00 PM **LOCATION:** High School Library

DETAILS:

CALL TO ORDER

Call to Order

2.	Appointment of Temporary Chairperson for Reorganizational Meeting	Action
PLED	GE OF ALLEGIANCE	
1.	Pledge of Allegiance	Info
ORG	ANIZATION FOR SCHOOL YEAR	
1.	Organization for School Year 2023/24	Info
2.	Administration of the Oath of Office to Board Member - Halsey Stevens	Info
3.	Administration of the Oath of Office to Board Member - Heather Wright	Info
4.	Election of President & Oath of Office	Action
5.	Election of Vice President & Oath of Office	Action
6.	Chair of meeting taken by President	Info
APPO	DINTMENTS	
1.	District Clerk & Oath of Office	Action
2.	District Treasurer	Action
3.	Deputy Treasurer	Action
4.	Bond Counsel	Action
5.	District Architect	Action
6.	School Physician	Action
7.	School Insurance Broker	Action
8.	Purchasing Agent	Action
9.	Alternate Purchasing Agent	Action
10.	Claims Auditor	Action
11.	Internal Auditor	Action
12.	External Auditor	Action
13.	HS Extra Classroom Activity Funds - Treasurer & Auditor	Action
14.	MS Extra Classroom Activity Funds - Treasurer & Auditor	Action
15.	ES Extra Classroom Activity Funds - Treasurer & Auditor	Action
16.	Health & Safety Officer	Action
17.	Prevailing Wage Officer	Action
18.	Asbestos Compliance Officer	Action
19.	Public Access Officer	Action
20.	Records Management Clerk	Action
21.	Records Management Officer	Action
22.	Emergency Coordinator	Action

Info

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23.	Hearing Officer - Section 504	Action
24.	Designated Education Official as per Project Save Legislation	Action
25.	Title II, Title VI & Title IX Compliance Officer	Action
26.	Financial Software Systems Administrators	Action
27.	Dignity for All Students (DASA) Coordinator	Action
28.	Data Protection Officer	Action
ENAB	LING RESOLUTIONS	
1.	Adoption of 2023/24 Board Meeting Dates	Action
2.	Designation of Official Newspapers	Action
3.	Designation of Signatory for Federal Funds	Action
4.	Designation of Signatory for State Reports	Action
5.	Authority to certify payrolls	Action
6.	Bonding of District Treasurer & Deputy Treasurer	Action
7.	Re-adoption of resolution indemnifying public officers & employees of public entities	Action
8.	Approval of Board & District memberships in professional organizations	Action
9.	Approval of authorized bank accounts	Action
10.	Designation of petty cash	Action
11.	Authorization to fund the cafeteria cash registers used for the Food Service Program and to have a "change" fund in the middle school and high school	Action
12.	Adoption of Mileage Reimbursement Rate	Action
EDUC	ATIONAL PRESENTATIONS	
PUBL	IC PARTICIPATION	
PUBL	IC PARTICIPATION Note: The audience is asked to kindly present all comments at this time. If the chairman deems it wise, participation may be limited to one (1) five-minute presentation.	Info
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9.	Adoption of resolution authorizing the Board of Education President, or in his or her absence or inability the Vice President, as the Board's designee to act in an emergency should the need arise to appoint a hearing officer	Action
10.	Resolution authorizing the execution of an SRO agreement with the Village of Westhampton Beach for the 2023/24 school year	Action
11.	Resolution authorizing the execution of three (3) individual student tuition contracts for the 2023/24 school year	Action
12.	Resolution authorizing the execution of an agreement with Munistat Services Inc. for the 2023/24 school year.	Action
13.	Resolution authorizing the execution of a consulting agreement with Keeping Your Books Accounting Services for the 2023/24 school year	Action
14.	Resolution authorizing the execution of four (4) IDEA 611/619 memorandums of agreement	Action
15.	Resolution authorizing school food program meal prices for the 2023/24 school year	Action
16.	Resolution authorizing the execution of a revised copier service agreement with Advanced Imaging Systems	Action
17.	Bid Award - Food Service Refrigeration Equipment Repairs	Action
18.	Resolution authorizing the execution of three (3) contracts on behalf of the Teacher Center of the Western Hamptons	Action
PERSO	ONNEL	
1.	Request for Childcare Leave of Absence/HS ESL Teacher	Action
2.	Request for Military Leave of Absence/HS Foreign Language Teacher	Action
3.	Appointment/0.6 FTE HS Social Worker	Action
4.	Appointment/MS Teaching Assistant	Action
5.	Appointment/Additional Sections	Action
6.	Appointment/Extended School Year (ESY) Services	Action
7.	Appointment/Coaching Recommendations	Action
8.	Appointment/Volunteer Coaching Recommendation	Action
REPO	RTS	
1.	Postings	Info
OLD B	BUSINESS	
1.	Resolution to adopt the District-wide School Safety Plan for the 2023-24 school year	Action
NEW	BUSINESS	
EVECI	ITIVE SESSION	

EXECUTIVE SESSION

ADJOURNMENT

June 26, 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 HS Library on June 26, 2023.

Board of Education members present: Ms. Dawn Arrasate, Ms. Joyce L. Donneson, Mr. George R. Kast, Ms. Elizabeth T. Lanni-Hewitt, and Mr. Halsey C. Stevens.

Absent: Ms. Suzanne M. Mensch and Ms. Heather A. Wright.

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy lannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 1 attendee.

The meeting was called to order by Ms. Dawn Arrasate, Vice President, at 7:00 PM.

The pledge was conducted.

PUBLIC PARTICIPATION

A community member thanked the Board for all of their hard work on behalf of the students and community.

APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Donneson, the minutes of the June 5, 2023, Board of Education meeting, to be and hereby are approved.

Vote: Yes 5 No 0

SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of 3/22, 4/20, 5/22, 5/31, 6/5, 6/6, 6/7 and CPSE 4/4, 6/1 and 6/2.

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education has no objections to the recommendations of the Committee and approves the authorization of funds to implement the special education programs and services consistent with such recommendations.

Vote: Yes 5 No 0

FINANCIAL REPORTS

On motion of Mr. Kast, second by Ms. Donneson, the Fund Balance Projection; to be and hereby is accepted.

Vote: Yes 5 No 0

SEQRA RESOLUTION – ELEMENTARY SCHOOL PROJECTS

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

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

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

WHEREAS, the project also included window and curtain wall replacement and the installation of new rooftop HVAC unit for the cafeteria, but were omitted from the list; and

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

THEREFORE, BE IT RESOLVED, that the Board of Education hereby determines that the projects are classified as Type II, and will, therefore, by definition, have no significant adverse impact on the environment.

Vote: Yes 5 No 0

RESERVE FUNDS

On motion of Mr. Stevens, second by Mr. Kast, the following resolution reauthorizing the District's reserve funds, to be and hereby is adopted:

RESOLVED, the Board of Education hereby reaffirms the authorization for the following reserve accounts as prescribed under General Municipal Law: Workers Compensation Reserve, Unemployment Insurance Reserve, Employee Benefits & Accrued Liabilities Reserve, and Employee Retirement Contribution Reserve.

BE IT FURTHER RESOLVED, that the Board of Education authorizes the increased funding of these reserves for the fiscal year ended June 30, 2023 not to exceed \$1,500,000. Final amounts to be placed in each reserve will be determined on or before the setting of the tax levy.

Vote: Yes 5 No 0

SENDING DISTRICT INSTRUCTION CONTRACTS

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the Board of Education President to execute instruction contracts (SA-10 form) with two sending districts (East Moriches and Remsenburg-Speonk), to be and hereby is adopted.

Vote: Yes 5 No 0

LONG ISLAND SCHOOL NUTRITION DIRECTORS COOPERATIVE BIDDING PROGRAM

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the resolution authorizing the execution of a resolution with the Long Island School Nutrition Directors Association Cooperative Bid Committee to represent the District in joint bidding with public school districts in Nassau and Suffolk Counties for selected Food Service Commodities, Food, and Food Service Supplies for the 2023/24 school year, to be and hereby is adopted.

Vote: Yes 5 No 0

RFP AWARDS FINANCIAL SERVICES

On motion of Mr. Kast, second by Mr. Stevens, the recommendation to award the Financial Services RFP to Munistat Services, Inc. for the 2023/24 school year with the option to renew annually, to be and hereby is approved.

Vote: Yes 5 No 0

DRIVER & TRAFFIC SAFETY EDUCATION

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the recommendation to award the Driver & Traffic Safety Education RFP to All Suffolk Auto School. for the 2023/24 school year with the option to renew up to four additional years, as per the RFP, to be and hereby is approved.

Vote: Yes 5 No 0

ACCOUNTING SERVICES

On motion of Mr. Kast, second by Ms. Donneson, the recommendation to award the Accounting Services RFP to Keeping Your Books for the 2023/24 school year with the option to renew annually, to be and hereby is approved.

Vote: Yes 5 No 0

SPECIAL COUNSEL LEGAL SERVICES

On motion of Ms. Donneson, second by Mr. Kast, the recommendation to award the Special Counsel Legal Services RFP to Anne Leahey Law, LLC for the 2023/24 school year, to be and hereby is approved.

Vote: Yes 5 No 0

BID EXTENSION

On motion of Mr. Stevens, second by Mr. Kast, the recommendation to extend the Food Service Equipment repair bid with F.V. Stern & Sons, Inc. for the 2023/24 school year at the current pricing, to be and hereby is approved.

Vote: Yes 5 No 0

CMDI

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the resolution authorizing the execution of an agreement with CMDI (Consulting that Makes a Difference, Inc.) for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 5 No 0

CONSULTING AGREEMENTS

On motion of Ms. Stevens, second by Mr. Kast, the resolution authorizing the execution of the following agreements for the 2023/24 school year, as submitted, to be and hereby is adopted:

- 1. Complete Rehab
- 2. Family Service League
- 3. Norah B. Lasorsa, LCSW, CMHIMP
- 4. Metro Therapy
- 5. Zycron Industries

Vote: Yes 5 No 0

UNIVERSAL PRE-K PROVIDER AGREEMENTS

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of the consulting agreements with Universal Pre-K providers Sunshine Academy, Julie's Storybook Nursery, St. Mark's Bright Beginnings Pre-School, and Love of Learning Nursery School, for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 5 No 0

SWORDFISH CLUB

On motion of Mr. Kast, second by Ms. Donneson, the resolution authorizing the execution of the agreement with the Swordfish Club for the summer of 2023, as submitted, to be and hereby is approved.

Vote: Yes 5 No 0

APPR AMENDMENT

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the following resolution regarding the District's APPR Educator Evaluation Plan to be and hereby is adopted:

RESOLUTION APPR – EDUCATOR EVALUATION PLAN UPDATE

BE IT RESOLVED that the Board of Education of the Westhampton Beach Union Free School District, upon the recommendation of the Superintendent of Schools, hereby approves the submission of an updated APPR Educator Evaluation Plan application to the New York State Education Department and hereby authorizes the Superintendent of Schools and the Board President to execute and submit such application on behalf of the District.

Vote: Yes 5 No 0

IMPARTIAL HEARING OFFICER

On motion of Mr. Kast, second by Ms. Donneson, the resolution to confirm the appointment of Israel Wahrman as an impartial hearing officer, to be and hereby is adopted.

Vote: Yes 5 No 0

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STAFF CONTRACT EXTENSIONS / SALARY AGREEMENTS

On motion of Mr. Stevens, second by Mr. Kast, the resolution authorizing the President of the Board of Education to execute contract extensions/salary agreements with Confidential Secretaries, Lisa Hannaford and Carole Hillman, to be and hereby is adopted.

Vote: Yes 5 No 0

TENURE DATE AMENDMENT

On motion of Mr. Stevens, second by Mr. Kast, the resolution to amend the tenure date for Caitlynn Webber to be June 23, 2023, to be and hereby is adopted.

Vote: Yes 5 No 0

POSITION ABOLISHMENT

On motion of Mr. Kast, second by Mr. Stevens, the resolution to abolish a 1.0 FTE Elementary teaching position in accordance with the budget adopted for the 2023/24 school year effective June 30, 2023, to be and hereby is adopted.

Vote: Yes 5 No 0

CAITLYNN WEBBER

On motion of Ms. Donneson, second by Mr. Kast, the resolution to excess Caitlynn Webber as a result of the abolishment of a teaching position in the tenure area of Elementary Education, effective June 30, 2023, to be and hereby is adopted.

Vote: Yes 5 No 0

THOMAS VOLK

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resignation of Thomas Volk from his position as a HS Teacher Aide effective June 30, 2023 in order to accept the position of HS Teaching Assistant beginning September 5, 2023, to be and hereby is adopted.

Vote: Yes 5 No 0

On motion of Mr. Kast, second by Ms. Donneson, the appointment of Thomas Volk as a HS Teaching Assistant effective September 5, 2023 with a four-year probationary period through August 31, 2027 in the tenure area of Teaching Assistant, \$25,000 per year, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 5 No 0

THOMAS MOSCATIELLO

On motion of Mr. Stevens, second by Ms. Lanni-Hewitt, the resignation of Thomas Moscatiello from his position as a HS monitor effective June 6, 2023, to be and hereby is accepted.

Vote: Yes 5 No 0

ROCIO ARGOTE LINARES

On motion of Ms. Donneson, second by Ms. Lanni-Hewitt, the resignation of Rocio Argote Linares as a HS Food Service Worker effective June 30, 2023, to be and hereby is accepted.

Vote: Yes 5 No 0

June 26, 2023 5

LAURA HANSEN

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the provisional appointment of Laura Hansen as a Senior Office Assistant assigned to the Elementary School, effective July 1, 2023 at Step 19, \$67,670, to be and hereby is approved.

Vote: Yes 5 No 0

MATTHEW ANDREW

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the appointment of Matthew Andrew as a Social Studies teacher assigned to the High School effective September 5, 2023, with a four-year probationary period through August 31, 2027 in the tenure area of Social Studies, at Step 2D, MA, \$64,276, to be and hereby is approved.

Vote: Yes 5 No 0

EMILY ISSELBACHER

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Emily Isselbacher as a .8 FTE Speical Education teacher assigned to the High School, effective September 5, 2023, at Step 2G, MA+30, \$69,710 (prorated); and as a .2 FTE Permanent Substitute at \$150/day (prorated), to be and hereby is approved.

Vote: Yes 5 No 0

MARISSA DIVERIS

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the appointment of Marissa Diveris as a .8 FTE Social Studies teacher assigned to the High School and Middle School, effective September 5, 2023, at Step 1A, BA, \$52,525 (prorated), pending receipt of official transcripts; and as a .2 FTE Permanent Substitute at \$150/day (prorated), to be and hereby is approved.

Vote: Yes 5 No 0

PETER DETORE

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the appointment of Peter DeTore as a .7 FTE Physical Education teacher assigned to the High School, effective September 5, 2023, at Step 2A, BA, \$55,395 (prorated); and as a .3 FTE Permanent Substitute at \$150/day (prorated), to be and hereby is approved.

Vote: Yes 5 No 0

KAITLYN GUTERES

On motion of Mr. Kast, second by Ms. Donneson, the appointment of Kaitlyn Guteres as a HS Foreign Language Leave Replacement Teacher, at Step A1, BA, at a salary of \$52,525, beginning September 5, 2023 through June 26, 2024, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 5 No 0

MS WIN & ENL ACADEMY

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the recommendation that all district teaching and professional staff be eligible to work in the MS WIN Academy & ENL Academy for the 2023/24 school year at the professional hourly rate of \$50.22/hr., to be and hereby is approved.

Vote: Yes 5 No 0

MS/HS AFTER SCHOOL DETENTION

On motion of Ms. Donneson, second by Ms. Lanni-Hewitt, the recommendation that all district teaching and professional staff be eligible to work in the MS/HS After School Detention Programs for the 2023/24 school year at \$25/hr., to be and hereby is approved.

Vote: Yes 5 No 0

CARRIE BENDER

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the appointment of Carrie Bender to provide support services for Students with Disabilities, effective July 1, 2023 through June 30, 2024, at the hourly professional rate of pay (\$50.22/hr.), to be and hereby is approved.

Vote: Yes 5 No 0

COACHING APPOINTMENTS

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

Sport	Level	Coach	Step	Salary
Boys Soccer	Var	Randy Lein	3	\$7.259.03
Boys Cross Country	Var	Hannah Martin	1	\$5,655.32

Vote: Yes 5 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

There were no Old Business items on the agenda for discussion.

NEW BUSINESS

There were no New Business items on the agenda for discussion.

EXECUTIVE SESSION

On motion of Ms. Donneson, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:15 p.m. to discuss ongoing special education litigation matters, to be and hereby is approved.

Vote: Yes 5 No 0

On motion of Mr. Kast, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 7:45 p.m., to be and hereby is approved.

Vote: Yes 5 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Mr. Stevens, all business being completed, Ms. Arrasate declared the meeting adjourned at 7:45 p.m.

Judy lannone, District Clerk

June 26, 2023

THE VILLAGE OF WESTHAMPTON BEACH AND THE WESTHAMPTON BEACH SCHOOL DISTRICT

SCHOOL RESOURCE OFFICER PROGRAM MUNICIPAL COOPERATION AGREEMENT

This Agreement is made and entered into this _____ day of _______, 2023, by and between the Village of Westhampton Beach (the "Village") and the Westhampton Beach School District (the "School").

RECITALS

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

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

- 1. <u>Term and Termination</u>: The term of this Agreement shall be for a one-year period beginning on September 1, 2023 and ending on June 30, 2024. Either party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other party.
- 2. Cost Sharing: The School agrees to partially fund the cost to the Village for the School Resource Officer and will pay the Village \$70,870 per year, representing 180 days of a Step 3 police officer's annual salary. The amount of \$35,435 shall be due and payable by the School to the Village on or before September 1, 2023, and a second payment in the amount of \$35,435 shall be due and payable by the School to the Village on or before February 1, 2024. A School Resource Officer shall be present during the 180 days of the school year. The designated School Resource Officer shall endeavor to coordinate his/her vacation time with the school's schedule. If, however, the designated School Resource Officer takes vacation, personal, comp time or sick leave during the 180 days of the school year, the Village will use its best efforts to either (a) provide a replacement School Resource Officer or (b) schedule a patrol officer or officers to conduct a walkthrough of each school building at least once per day, at no additional charge to the School. If neither of these options is available to the Village, and the vacation, personal, comp time or sick leave extends more than one (1) day, the Village agrees to provide the School with a per diem credit for each such vacation or sick day that the SRO is absent. In the event such

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

- 3. <u>Obligations of the Village</u>: During the term of the Agreement, the Village hereby covenants and agrees to the following:
 - a. The Village agrees to assign one police officer to work in the Westhampton Beach School District as a School Resource Officer ("SRO") during the regular school year primarily during the hours between 7:00am and 3:00pm. The District includes the High School, Middle School and Elementary School. It is understood that the SRO is under the supervision and control of the Village's Chief of Police and may be directed to provide non-SRO services during regular school hours for required departmental training, and if emergency circumstances exist in accordance with subparagraph "d" below. It is understood that the term "emergency circumstances" as used in this Agreement shall not include employing the School Resource Officer to fill in for other police officers to provide routine police services during periods of short staffing at the police department. If the SRO is directed to provide non-SRO services during regular school hours, the Chief of Police or his designee will notify the Superintendent of Schools of the reassignment as soon as practicable.
 - b. The Village will attend meetings with the School to further the goal of the SRO Program ("partnership meetings") and participate in information sharing as legally permitted, problem-solving, evaluation and data collection processes, as agreed to with the School.

c. The SRO will:

- 1. assist the School in patrolling the school perimeter, in mentoring students and in investigations,
- 2. maintain a visible presence on campus and provide other support to the school as determined collaboratively between the Village and the School,
- 3. develop crime prevention programs, conduct security inspections and make recommendations to school administration to deter criminal or delinquent activities.
- 4. assist school administrators in emergency crisis planning and building security matters, work with the School on drills and exercises, and provide training for school staff and security personnel in handling crisis situations,
- 5. develop and implement classes in law related education to support the educational efforts of the faculty, and
- 6. improve security protocols, coordinate updates to the response plan for an active shooter event, and be a point person when there are concerns about a student.
- d. Notwithstanding the services referred to in "c" above, the School acknowledges that the SRO is a police officer under the supervision and control of the Village's Chief of Police and, as a result, the exclusive authority to direct the

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

- 4. <u>Obligations of the School</u>: During the term of this Agreement, the School hereby covenants and agrees to the following:
 - a. Each school in the District will designate a liaison to work with the SRO and maintain ongoing communication,
 - b. Facilitate the integration of the SRO into the school community,
 - c. Share information as permitted by law,
 - d. Provide information regarding school events,
 - e. Provide a master key to each school and the alarm code, to be used only in the event of an emergency,
 - f. Provide an office space area for the SRO,
 - g. Provide support and resources to facilitate the success of the SRO Program,
 - h. Attend partnership meetings and participate in information sharing, problem solving, evaluation, and data collection processes, as agreed to on a case by case basis, and
 - i. Fully collaborate and assist the Police Department in any undertakings associated with the tactical planning, drills, joint exercises and training for what is commonly known as "active shooter" protocols.
- 5. <u>Supplemental Services of SRO</u>: The School may request the Village to provide additional SRO services for evening or weekend events such as parent-teacher meetings, Back-to-School Nights, Open Houses, etc. The Village will use its best efforts to provide these requested services by the SRO. The School shall reimburse the Village for the actual cost of such additional SRO services.

6. Relationship of the Parties:

- A. Reimbursement to the Village in exchange for staffing the SRO Program does not constitute employment of the officer, and no special relationship is created or established with the School, or its officers, employees or successors, or with any third party as a result of the Agreement. Further, nothing in this Agreement is intended to or shall in any manner affect or limit the privileges or immunities or other protections accorded to the Village or its employees under federal, state or local law.
- B. Nothing in this Agreement is intended to, nor shall it, shift to the Village any legal responsibilities, if any, that the School may have to the public or to others present on its premises.
- C. Neither party nor any of the party's agents are or shall be considered to be agents of the other in connection with the performance of any obligation under the Agreement.
- D. The School District is not for any purpose to be considered a joint employer of the SRO.

- E. The Village will consult with the School and receive input into the selection of any replacement School Resource Officer.
- 7. <u>Notices</u>: All notices by either party to the other will be in writing and will be deemed given and served upon the party if delivered personally or three (3) days after depositing in the US mail addressed as follows:

Village: Village of Westhampton Beach

Attn: Village Clerk 165 Mill Road

Westhampton Beach, New York 11978

School: Westhampton Beach School District

Attn: Superintendent of Schools

340 Mill Road

Westhampton Beach, New York 11978

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

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

Village of Westhampton Beach	Westhampton Beach School District
Mayor	Superintendent

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

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 29, 2023

Re: Munistat Financial Advisory Services 2023-2024

I am recommending the Board of Education approve the financial services agreement with Munistat Services for the 2023-24 school year. Munistat Financial Services was awarded the Request for Proposal at the June 26, 2023 BOE meeting.

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

NEW YORK OFFICE

12 Roosevelt Avenue Port Jefferson Station, NY 11776 631-331-8888



CONNECTICUT OFFICE

129 Samson Rock Drive, Suite A Madison, CT 06443 203-421-2880, 203-421-2087

June 28, 2023

MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, ______ (the "Effective Date") between the Westhampton Beach Union Free School District, ("District") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the District desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the District in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

- 1. <u>Municipal Advisory Services</u>. The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders. The District acknowledges and agrees that most tasks requested by the District will not require all services provided for in the Work Orders and, as such, the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the services described in the Work Orders shall be promptly reflected in an amendment to this Agreement and such amendment may be agreed to either in writing or electronically by email.
- 2. <u>Term and Termination</u>. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B.**
- 3. Agreement to Provide Information. The District agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The District further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided.
- 4. <u>Compensation</u>. Munistat shall receive a fee for any services rendered to the District pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

- 5. <u>Indemnity</u>. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.
- 6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the District's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/ companysearch.html and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. <u>Disclosure of Conflicts of Interest</u>. The District acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The District further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The District hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the District as noted in Appendix C. In this regard, District hereby authorizes the Assistant Superintendent for Business to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the District.

Munistat certifies, under penalty of perjury, that it has and implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Our policy meets the requirements of section 201-g of the Labor Law.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT	MUNISTAT SERVICES, INC.	
	MI Mull	
By:	By:	
Name:	Name: Noah Nadelson	
Title:	Title: Chief Executive Officer	

APPENDIX A

SERVICES

Munistat shall provide, upon request, services related to the issuance of debt, as applicable, and set forth below. The District acknowledges and agrees that most tasks requested by the District will not require all the services described below, and as such, the specific scope of services for such task shall be limited to those services required to complete the transaction. Any material changes in or additions to the scope of services described below shall be promptly reflected in an amendment to this Agreement.

For the TANs:

- All necessary research and preparation of the Preliminary Official Statement, in accordance with the SEC Disclosure Regulations.
- Review of the actual and projected cash flows to ensure compliance and justification for borrowing amount.
- If a rating on the TAN's is requested, we will submit all required documents and information to the appropriate rating agency and represent the District in the credit evaluation conference call.
- Supervise word processing, proofreading of Preliminary Official Statement, Notice of Sale, and effect electronic dissemination of such documents to prospective bidders.
- Preparation and filing of required documents for The Depository Trust Company (DTC).
- Be present at the bid opening; arrange for and be present to assist at the closing.
- Preparation and distribution of Final Official Statements in accordance with purchaser's requests.
- Preparation of the computation of note interest due for use in the budget and cash flow processes.

For the SEC Filing Requirement:

• As the District's designated dissemination agent, we will be responsible for all necessary research and analysis in order to prepare the Annual Information Statements as required and will fire it together with the audited financial statements of the District, on or before the due date with The Electronic Municipal Market Access System ("EMMA") accordance with SEC Rule 15c12-12 and the District's Undertaking to Provide Continuing Disclosure. We will also be responsible for the filing of all Notes of Material Events with EMMA at no additional charge.

Bond Financings:

- Meet with appropriate District Officials to discuss plan of finance and establish the timeline.
 - Preparation of maturity and estimated debt service schedules for bond issues in accordance with Local Finance Law.
- We will assist the District with the preparation of the Official Statement, based on information provided by the District and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.

- We distribute Official Statements and/or Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third party, distribution and electronic bidding platform.
- If necessary, we submit requested documents and information to the rating agencies and, if we feel the situation warrants, we will make an appointment with a credit analyst in order to present our views regarding the District's rating.
- Prior to the bond sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- For issues over \$5 million, we ensure the publication of the Notice of Sale for bond issues within the required time limits.
- For issues over \$5 million, we prepare the Debt Statement for certain bond issues and file it with the State Comptroller's office.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the District, bond counsel, the underwriter, and the bond insurance company (if applicable).
- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the final Debt Service Schedule (and, where applicable, the apportionments of such overall Debt Service Schedule into the appropriate funds), and distribute copies of such schedules to the issuer, and bond counsel.

Note Financings:

- Meet with appropriate District Officials to discuss plan of finance and establish the timeline.
- We will assist the District with the preparation of the Official Statement, based on information provided by the District and/or third parties, including Bond Counsel for certain language relating to legal matters. Munistat will make no representation, warranty or guarantee regarding the accuracy of completeness of the information in the Preliminary Official Statement or Official Statement, and its assistance in preparing these documents should not be construed as a representation that it has independently verified such information.
- We distribute Official Statements and Notices of Sale to the investment community through various information repositories and post the documents on "Ipreo", a third party, distribution and electronic bidding platform.
- Prior to the sale, we submit the required information to the CUSIP Service Bureau. It is generally the function of bond counsel and the underwriter to ensure that the bonds are printed in correct form and on a timely basis.
- We handle the bid opening at our office and verify the calculation of the winning bid.
- We coordinate the financial details of the closing with the District, bond counsel, the underwriter, and the bond insurance company (if applicable).

- We coordinate the preparation of the Final Official Statement with the underwriter, bond counsel and, where applicable, the bond insurance company.
- We prepare the computation of note interest and principal payment due (and, where applicable, the apportionments of such overall payments due into the appropriate funds), and distribute copies of such schedules to the issuer.

Lease financings:

• If appropriate, we assist the District in lease financings (energy performance contract, vehicle, LED lighting, etc.). Such services include but are not limited to: coordinate the collection of financial and operating information, verify and analyze the projected cash flows, draft the Request for Proposals, accept the bids via competitive public sale on the lease and help determine the award, prepare various estimated debt service schedules, determine amounts to be included in ensuing operating budgets, and coordinate the closing.

APPENDIX B

FEES AND EXPENSES

Tax Anticipation Notes and Annual Disclosure:

The all-inclusive fee for our services will be \$7,200 (\$4,600 for the TAN's and \$2,600 for the SEC filing). The administrative and out-of-pocket costs, such as postage, word processing, overnight delivery charges, website posting, email distribution of Final Official Statements, state filings, submission of documents to ratings agencies and The Depository Trust Company, copies and scanning are included in the fees set forth above.

Additional Services (Bonds, Notes and Lease) if applicable:

- The fees for our services for capital project financings will *not exceed* the following: Serial Bonds and Energy Performance Contract Leases Base fee of \$8,500 for each bond issue and \$0.85 per \$1,000 thereafter; Refunding Serial Bonds Base fee of \$12,500 for each bond issue and \$1.50 per \$1,000 thereafter; Bond Anticipation Notes Base fee of \$4,500 for each note and \$0.50 per \$1,000 thereafter. The fee for general consulting services will be \$185 per hour with the terms of the service agreed upon prior to the engagement.
- The fees for our services include all out-of-pocket expenses. Other normal issuing costs, such as bond counsel fees, rating agency fees and publication of resolutions and Notices of Sale are billed directly to the District by the respective parties.
- Munistat Services, Inc. will not charge to attend meetings of the Board, work sessions, meetings
 with bond counsel, ratings agencies, or any other meetings associated with a capital project. We do
 not charge any fees for services delivered prior to a referendum, including preparation of estimated
 debt service and tax rate impact schedules. There will be no charge until, and unless the closing of
 the bonds or notes take place.

APPENDIX C

DISCLOSURE OF CONFLICTS OF INTEREST

Fixed Fee

Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Contingent Compensation

Certain fees to be paid by the District to Munistat Services, Inc. are contingent on the size and successful closing of the transaction. Although this form of compensation may be customary, it presents a conflict because Munistat Services, Inc. may have an incentive to recommend unnecessary financings to the District. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Munistat Services, Inc. may have an incentive to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Munistat Services, Inc. manages and mitigates these conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities which require it to put the interests of the District ahead of its own.

Other Material Conflicts of Interest

Munistat Services, Inc. has determined, after exercising reasonable diligence, that it has no other known material conflicts of interest that would impair its ability to provide advice to the District in accordance with its fiduciary duty to municipal entity clients. To the extent any such material conflicts of interest arise after the date of this Agreement, Munistat Services, Inc. will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 29, 2023

Re: District Accounting Services 2023-2024

Attached for the Board of Education's approval please find a consultant agreement with Keeping Your Books for district accounting services. Keeping Your Books was awarded the Request for Proposal at the June 26, 2023 BOE meeting. Ms. Savino provides various accounting services to the district.

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

THIS AGREEMENT made this **28** day of **Jule**, 2023, by and between the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT ("the DISTRICT") and Keeping Your Books. ("CONSULTANT") is constituted as follows:

WHEREAS, upon the recommendation of the Superintendent of School, the DISTRICT desires to enter a Consultant Agreement with Keeping Your Books to provide various accounting services to the District to be compensated at the rate of \$150.00 per hour;

WHEREAS, CONSULTANT has agreed to serve in such capacity;

NOW THEREFORE, the parties stipulate and agree as follows:

- 1. This Agreement will possess a duration of July 1, 2023 through and including June 30, 2024, unless otherwise terminated as set forth herein.
- 2. CONSULTANT will be paid at the rate of \$150.00 per hour.
- 3. CONSULTANT will be engaged as an independent contractor, and therefore will be solely responsible for the payment of Federal and State income taxes applicable to this AGREEMENT; there being no withholding to be made from payment made from payment to CONSULTANT.
- 4. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this AGREEMENT including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance.
- 5. DISTRICT, will submit a Form 1099 at year-end to the Federal Government if CONSULTANT'S gross income exceeds \$600, which will be reported for income tax purposes.
- 6. DISTRICT will have the right to terminate this AGREEMENT upon 10 (ten) days' notice.
- 7. CONSULTANT will perform services under the supervision of the Assistant Superintendent for Business.
- 8. CONSULTANT knowingly, voluntarily and openly, being under no coercion and/or duress whatsoever, waives any right he/she may have to an appointment, seniority, and/or any benefits except as set forth herein.
- 9. The CONSULTANT further agrees that he/she will defend, indemnify and hold harmless the DISTRICT, its administrators, Board of Education, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees in defending any action, judgments, fines and amounts paid in settlement in connection with

any threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duty by the CONSULTANT or any of its officers, directors, agents or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this AGREEMENT.

- 10. The DISTRICT further agrees that it shall defend, indemnify and hold harmless the CONSULTANT, its administrators, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees in defending any action, judgments, fines and amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the DISTRICT or any of its officers, directors, agents or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this AGREEMENT.
- 11. CONSULTANT has read and fully understood each and every term, provision, and/or waiver contained in this Agreement, and has entered into same knowingly, voluntarily and openly, under no coercion and/or duress of any kind and nature, and acknowledges that he/she has not been mislead in any way in connection with employment, status, compensation, and/or any of the waivers, terms and/or provisions of this agreement.
- 12. This AGREEMENT, and any amendments to this AGREEMENT, will not be in effect until agreed to in writing, signed by authorized representatives of both parties, and ratified by the Board of Education.

President, Board of Education Suzanne Mensch

Westhampton Beach UFSD 340 Mill Road Westhampton Beach, NY 11978 Consultant
Annette Savino, CPA

Keeping Your Books 25 Public Road Hauppauge, NY 11788

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 29, 2023

Re: IDEA 611 and 619 Flow-Through Funds 2023-2024 School Year

I am recommending the Board of Education approve the following contracts with local education agencies for sub-allocatons of IDEA Sections 611 and 619 funds based on special education services they provide.

- Alternatives for Children
- Cam-Held Enterprises, Inc d/b/a Jusk Kids Early Childhood Learning Center
- Suffolk County Department of Health Services
- NYSAR, Inc., Suffolk AHRC

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

MEMORANDUM OF AGREEMENT

Between

Alternatives for Children (ASEP)

And

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

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and <u>Alternatives for Children</u>, 14 Research Way, East Setauket, NY 11733, hereinafter referred to as the "ASEP" with respect to special education services for the <u>2023-2024</u> school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

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

I. PURPOSE:

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

II. DURATION OF AGREEMENT:

This Agreement shall be for the period July 1, 2023 through June 30, 2024.

III. SERVICES:

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

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

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

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

- B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the 2023-2024 school year.
- C. The ASEP agrees to submit to the LEA by <u>October 1, 2024</u> an invoice with final expenditure report for the services provided pursuant to this Agreement.
- D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.
- E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2023-2024 school year:

The October 5, 2022 student count from the LEA for IDEA Section 611 was 1 at a cost of \$1778 each.

The October 5, 2022 student count from the LEA for IDEA Section 619 was 1 at a cost of \$828 each.

V. INDEMNIFICATION:

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

VI. ASSURANCES:

The parties agree that:

- A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.
- B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.
- C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

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

ASEP:	<u>LEA</u> :
Authorized Representative	Authorized Representative
Title	President, Board of Education Title
Date	Date

MEMORANDUM OF AGREEMENT

Between

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

And

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

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and <u>Just Kids Early Childhood Learning Center</u>, 35 Longwood Road, Middle Island, NY 11953, hereinafter referred to as the "ASEP" with respect to special education services for the <u>2023-2024</u> school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

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

I. PURPOSE:

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

II. DURATION OF AGREEMENT:

This Agreement shall be for the period July 1, 2023 through June 30, 2024.

III. SERVICES:

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

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

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

- B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2023-2024** school year.
- C. The ASEP agrees to submit to the LEA by October 1, 2024 an invoice with final expenditure report for the services provided pursuant to this Agreement.
- D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.
- E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2023-2024 school year:

The October 5, 2022 student count from the LEA for IDEA Section 611 was 4 at a cost of \$1778 each.

The October 5, 2022 student count from the LEA for IDEA Section 619 was 4 at a cost of \$828 each.

V. INDEMNIFICATION:

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

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

VI. ASSURANCES:

The parties agree that:

- A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.
- B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.
- C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

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

ASEP:	<u>LEA</u> :
Authorized Representative	Authorized Representative
Title	President, Board of Education Title
Date	

MEMORANDUM OF AGREEMENT

Between

Suffolk County Department of Health Services (ASEP)

And

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

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and <u>Suffolk County Department of Health Services</u>. 50 Laser Court, Hauppauge, NY 11788, hereinafter referred to as the "ASEP" with respect to special education services for the <u>2023-2024</u> school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

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

I. PURPOSE:

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

II. DURATION OF AGREEMENT:

This Agreement shall be for the period July 1, 2023 through June 30, 2024.

III. SERVICES:

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

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

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

- B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2023-2024** school year.
- C. The ASEP agrees to submit to the LEA by <u>October 1, 2024</u> an invoice with final expenditure report for the services provided pursuant to this Agreement.
- D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.
- E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2023-2024 school year:

The October 5, 2022 student count from the LEA for IDEA Section 611 was 3 at a cost of \$1778 each.

The October 5, 2022 student count from the LEA for IDEA Section 619 was 3 at a cost of \$828 each.

V. INDEMNIFICATION:

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

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

VI. ASSURANCES:

The parties agree that:

- A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.
- B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.
- C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

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

ASEP:	<u>LEA</u> :
Authorized Representative	Authorized Representative
Title	President, Board of Education Title
Date	 Date

MEMORANDUM OF AGREEMENT

Between

NYSARC, Inc., Suffolk AHRC as an Approved Special Education Program (ASEP)

hnΔ

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

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and NYSARC, Inc. Suffolk AHRC. 2900 Veterans Memorial Highway, Bohemia, NY 11716, hereinafter referred to as the "ASEP" with respect to special education services for the 2023-2024 school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

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

I. PURPOSE:

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

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A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

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

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

- B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2023-2024** school year.
- C. The ASEP agrees to submit to the LEA by <u>October 1, 2024</u> an invoice with final expenditure report for the services provided pursuant to this Agreement.
- D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.
- E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2023-2024 school year:

The October 5, 2022 student count from the LEA for IDEA Section 611 was 1 at a cost of \$1778 each.

The October 5, 2022 student count from the LEA for IDEA Section 619 was 0.

V. INDEMNIFICATION:

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

VI. ASSURANCES:

The parties agree that:

- A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.
- B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.
- C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

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

ASEP:	LEA:
Authorized Representative	Authorized Representative
Title	President, Board of Education Title
Date	Date

Westhampton Beach Union Free School District Business Office

To: Carolyn Probst

From: Jacqueline Pirro

Date: June 22, 2023

Re: School Food Program Prices for the 2023-2024 School Year

In accordance with "National School Lunch Program: School Food Service Account Revenue Amendments Related to the Healthy, Hunger- Free Kids Act of 2010" paid lunch revenue must be reviewed annually. This is to ensure that sufficient funds are provided to the nonprofit school food service account and is mandated by the USDA.

I respectfully request the Board of Education approve the district school food prices as follows: \$3.50 lunch and \$2.00 breakfast; premium meal \$3.70 in the Middle School and \$4.50 in the High School, adult meal \$5.00 + tax, milk, if purchased solely, .50 cents a pint.

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



Westhampton Beach UFSD Food Service

To: Jacqueline Pirro

From: Naim Walcott

Date: June 26, 2023

Re: Meal Pricing

In accordance with the NYS Paid Lunch Equity Tool, we would like to recommend charging a lunch price of \$3.50 and a breakfast price of \$2.00 through the 2023-2024 school year. We recommend increasing the adult meal price to \$5.00 + tax.

The milk price, if purchased solely, will continue to be \$.50 a pint.

Premium meal prices will remain the same \$3.75 in the middle school and \$4.50 in the high school.



www.aisliny.com

946 West Main Street - Riverhead - New York 11901 - 631-727-3354 - Fax: 631-727-7299
- Service Agreement

		Customer I	nforma	ation .	
La company of the second of th		Customeri	morme	ition.	
Bill to Location:					
Name:	Westhampton Beac	h UFSD, Accour	nts Paya	able	Billing Type:
Address:	34	0 Mill Road			X Monthly
City/State/Zip Code:	Westhampto	on Beach, NY 11	1978		Quarterly
Email Address:	ggaines@whbschools.org Phone: 288-3800			Semi-annual	
	A				Annual
Service Location:					
ement Details					
Equipment:		Equipme	ent Insta	all Date	
X Copier	Duplicator*	Printer Cont	tract Sta	rt Date	7/1/2023
Color Copier Facsimile**				notified in wri	automatically renewed at prevailing rates unlessing 30 days prior.
*Ink, masters & thermal print heads are not included. **Imaging units & toner are not included.			Supplies ser shipping cha	t via 3rd party carrier (e.g. UPS) will incur irges.	
			ļ.		
Service Plan:					
All Inclusive M	laintenance (Includes e	verything except r	paper & s	taples)	

Unit ID	Model Number	Serial Number	Location	Meter Name	CPC Charge
10880	TASKALFA 65001	N4U2701942	KINDERGARTEN WING	B&W	0.0049
10883	TASKALFA 65001	N4U2701938	MS, GUIDANCE	B&W	0.0049
10914	TASKALFA 4550CI	NWS2900924	BUSINESS OFFICE	B&W	0.0088
11539	TASKALFA 6501i	L8X4501412	BLDGS & GRNDS- x295	B&W	0.0053
11540	TASKALFA 8001I	L8T4501015	HIGH SCHOOL ROOM 131	B&W	0.0053
11559	TASKALFA 3501I	L7S4708639	HIGH SCHOOL, CAFETERIA	B&W	0.0053
11859	TASKALFA 6501I	L8X5703122	ELEMENTARY FACULTY RM 210	B&W	0.0049
11860	TASKALFA 4501I	L7N5909188	HS, ATHLETICS OFFICE	B&W	0.0049
12348	TASKALFA 6002I	W2Z7903839	HS LIBRARY	B&W	0.007
12349	TASKALFA 6002I	W2Z7903820	HS ATTENDANCE	B&W	0.007
12350	TASKALFA 7002I	VAP7801368	HS GUIDANCE	B&W	0.006
12351	TASKALFA 8002I	VAK7801142	HS RM 127	B&W	0.0056
12991	TASKALFA 8003I	RRG9700126	HIGH SCHOOL FACULTY, 127	B&W	0.0051
12992	TASKALFA 7003I	RRK9700080	MS MAIN OFFICE	B&W	0.0055
12993	TASKALFA 80031	RRG9700133	ELEMENTARY STORAGE ROOM D	B&W	0.0051
13291	TASKALFA 8003I	RRG0800821	WHB ELEM, FACULTY ROOM	B&W	0.0051
13292	TASKALFA 8003I	RRG0800787	WHB MS, 1ST FL FACULTY	B&W	0.0051
13293	TASKALFA 8003I	RRG0800770	WHB HS, FACULTY RM 131	B&W	0.0051
13338	TASKALFA 70031	RRKOX01174	ADMIN PPS RECEPTION	B&W	0.0055
13339	TASKALFA 7003I	RRK0X01227	ELEM, NEAR RM 300 5TH GRADE WING	B&W	0.0055
13362	TASKALFA 70031	RRK1101445	MS FACULTY 2ND FL	B&W	0.0055
13363	TASKALFA 70031	RRK1101435	MS FACULTY 2ND FL	B&W	0.0055
13364	TASKALFA 70031	RRK1101531	HS MAIN OFFICE	B&W	0.0055
13742	TASKALFA 6004I	W9T2608992	SUPERINTENDENT 2ND FL	B&W	0.0064
13788	TASKALFA 60041	W9T2X13509	WHB ELEM MAIN OFFICE	B&W	0.0064
13789	TASKALFA 6004I	W9T2X13525	WHB MS FACULTY RM 218	B&W	0.0064
13790	TASKALFA 6004I	W9T2Y14234	WHB MS 1ST FL FACULTY	B&W	0.0064
				Color	0.0715

This agreement shall be subject to the	e terms and conditions on tr	le reverse side.	
		Much for	5/12/2023
Customer Signature	Date	Advanced Imaging Systems, Inc.	Date
	The state of the s	M Hannigan/ Contract Administrator	
Printed Name & Title		Printed Name & Title	

Terms and Conditions

General Scope:

This contract covers both labor and materials for an unlimited number of adjustments and repairs as necessitated by normal usage and usage within the manufacturers published specifications. Damage or loss resulting from misuse or perils such as fire, theft, power surges (not protected by an Advanced Imaging Systems approved line conditioner) or water damage is not covered. The use of non-OEM parts, supplies, components, modifications, or unqualified personnel to effect repairs or changes will cause this agreement to be null and void. Proper electric outlet and voltage is the responsibility of the customer that meets manufacturer's specifications. Equipment overhauls are chargeable for both labor and materials.

Advanced Imaging Systems may cancel this contract with written notice if the use of the covered equipment is outside the General Scope as described above, or the equipment has been deemed to be obsolete by the manufacturer.

Service Calls:

Service calls will be made during normal business hours at the installation address specified. Travel and labor time on calls after business hours, Saturday, Sunday, and holidays are charged to the customer at double rates. Advanced Imaging Systems cannot be held responsible for service charges incurred due to use of inferior, off-brand, Non-OEM supplies that may cause wear and tear, leakage, or part failure. Such issues are deemed to be outside the scope of this agreement and therefore chargeable.

Extent of Labor Services:

Labor services afforded during a contract service call include lubrication of the unit and the adjustment, repair, or replacement of functional parts or elements as described on the reverse side.

Consumables:

Contracts including toner will receive toner in accordance with Manufacturer yields based on five (5%) coverage.

Parts Authorization:

This contract authorizes replacement of parts not covered by this contract at the time of service if deemed necessary by an Advanced Imaging Systems representative.

Term:

This contract shall become effective upon receipt by Advanced Imaging Systems of payment of the contract charge. The contract will remain in force for (12) months and will automatically renew from year to year unless written notice of cancellation is received thirty (30) days prior to the end of the current term.

Advanced Imaging Systems may at its discretion upon the anniversary date increase the base and or overage rate up to 15%. Customer agrees to pay the contract charges as described on the reverse side including annual increases as described above. This contract is not transferable from the original purchaser.

Key Operator Training:

Key operators shall be responsible for periodic cleaning of such areas as machine exterior, toner and staple installation, removal of minor paper jams. Minor cleaning should be performed at least once a week.

Warranty Limitation:

Other than the obligations set forth herein, disclaims all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. In addition, Advanced Imaging Systems disclaims liability for any indirect or consequential damages arising out of the use of the equipment or delays in repair of the equipment due to the availability of parts from our manufacturers.

Network Limitation:

Dealer services under this contract do not include the support of operating systems, applications software or hardware malfunctions attributable to customer software or network hardware. Dealer will determine the cause of the covered hardware issues by connecting a laptop directly to the hardware. If the hardware operates normally when connected to dealer laptop the problem will be attributed to customer's network or software and is not covered under this contract. Dealer may offer to solve the problem for the customer but this is charged on a time and materials basis.

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

To: Carolyn Probst

From: Jacqueline Pirro

Date: June 29, 2023

Re: Refrigeration Equipment Repair Bid 2023/2024

Bids were opened on June 29, 2023 for Refrigeration Equipment Repair. Bid specifications were sent to two vendors with one vendor submitting a bid.

I am recommending the Board of Education accept the bid from ProCold East Refrigeration Utilities, as they were the sole bidder and we have a positive relationship with them.

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

Teacher Center of the Western Hamptons Instructor Contract



Instructor: Kelly Hogan 11 Andiron Lane Brookhaven, NY 11719

Course: Making Google Apps Work for You: Optimizing Your Google Apps for Your Classroom

Course Dates & Times: 7/10-8/7 2023, Online

Total Cost: \$1,200

Kelly Hogan (Course Instructor)

Dariah Luciano (TCWH Director)

Suzanne Mensch (BOE President)

Teacher Center of the Western Hamptons Instructor Contract



Instructor: Christine Harrison

Address: 18 Leslie Court

PO Box 337

Speonk NY 11972

Course: Spanish for Educators

Course Dates & Times: July 19th & 20th - 8:00 a.m. - 3:30 p.m.

Total Cost: \$1,200

Christine M. Harrison

Dariah Luciano (TCWH Director)

Suzanne Mensch (BOE President)

Teacher Center of the Western Hamptons Instructor Contract



Instructor:
Name Jennifer Chernis
Address 14 Carlile Rd Center Moriches, NY 11934

Course: Cricut for Beginners
Course Dates & Times: July 17th & 18th
Total Cost: \$1,200

Jennifer Chernis

Dariah Luciano (TCWH Director)

Suzanne Mensch (BOE President)



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

SCHEDULE - A (Certified Staff)

SCHEDULE - B (Co-Curricular Appointments)

A - CERTIFIED STAFF

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

1. Appointment

	NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
Ko	arla Contreras Perez	Teaching Assistant	Teaching Assistant	Middle School	XXX	\$25,000	9/5/23	8/31/27

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Katherine Carr	0.6 FTE School Social Worker	Step 2D, MA, \$64,276 (prorated)	9/5/23 - 6/30/24
Frank Monastero	0.2 FTE MS Band Teacher	\$23,267	9/5/23 - 6/30/24
Joshua Seifert	0.2 FTE HS Band Teacher	\$23,267	9/5/23 - 6/30/24

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

NAME	POSITION	EFFECTIVE DATE	REASON
Sandra Flores	HS Foreign Language Teacher	9/5/23 - 11/3/23	Military Leave of Absence
Tara Bishop	HS ENL Teacher	9/19/23 - 11/9/23	Childcare Leave of Absence

NEW APPOINTMENT LANGUAGE

Date Submitted to the Board of Education:	

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

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

B - CO-CURRICULAR APPOINTMENTS

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

NAME	POSITION	RATE OF PAY
Emily Isselbacher	Special Education Extended School Year Services	\$50.22/hour

Date Submitted to the Board of Education:_____

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

NAME	SCHOOL	SPORT
Tyler Simpson	High School	Football

Date Submitted to the Board of Education:_____

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

NAME	SCHOOL	SPORT	SALARY
John Broich	High School	Girls Cross Country - Varsity	\$6,003.08
Hannah Martin	High School	Boys Cross Country - Varsity	\$5,655.32
Michael O'Hare	Middle School	Cross Country - MS	\$4,311.03
Bryan Schaumloffel	High School	Football - Varsity	\$8,947.40
Mark Johnson	High School	Football - Varsity Assistant	\$7,089.96
Cole Magner	High School	Football - Varsity Assistant	\$7,089.96
Jesse O'Neill	High School	Football - Varsity Assistant	\$6,875.96
Jeffrey Doroski	High School	Football - JV	\$6,380.98
Drew Peters	High School	Football - JV	\$6,573.58
Joseph Mensch	High School	Football - JV	\$6,380.98
Sean Montpetit	Middle School	Football - MS	\$4,428.77
Cole Malsky	Middle School	Football - MS	\$4,193.37
Asa Grunenwald	Middle School	Football - MS	\$4,311.03
Alfred Musumeci	High School	Golf - Varsity	\$5,934.51
Terence Moran	High School	Golf - JV	\$4,747.60
Randall Lein	High School	Boys Soccer - Varsity	\$7,259.03
Peter DeTore	High School	Boys Soccer - Varsity Assistant	\$5,943.40
Michael Smith	Middle School	Boys Soccer - MS	\$4,311.03
Erika Habersaat	High School	Girls Soccer - Varsity	\$7,259.03
Jaclyn Olivotti	High School	Girls Soccer - Varsity Assistant	\$5,943.40
Matthew Reed	High School	Girls Tennis - Varsity	\$6,446.19
Korey Williams	High School	Girls Tennis - JV	\$5,021.47
Carrie Bender	Middle School	Girls Tennis - MS	\$4,193.37
Joshua Tuttle	High School	Boys Volleyball - Varsity	\$7,058.42
Jacqueline Intravaia	High School	Boys Volleyball - Varsity Assistant	TBD
Kyle Allen-Morabito	High School	Boys Volleyball - JV	\$5,156.95

Eric Ferrente	High School	Girls Volleyball - Varsity	\$6,857.76
Sarah Fabian	High School	Girls Volleyball - Varsity Assistant	TBD
Scott Leogrande	District	Athletic Trainer	\$42.55/hour
Dana Hoyt	District	Equipment Manager	\$6,118.47

Bulletin No. 22/23 - 70

2023/24 0.2 FTE VACANCIES

(2) 0.2 FTE Band Teacher

Please apply by July 10, 2023 to:

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

June 22, 2023

Bulletin No. 22/23 - 71

2023/24 ANTICIPATED VACANCY

Elementary School Title I Staff

Please apply by July 10, 2023 to:

Jeremy Garritano
Elementary School Principal
Westhampton Beach School District
631-288-3800

June 22, 2023

Bulletin No. 22/23-72

2023/2024 VACANCY

0.6 FTE District-Wide School Social Worker

For the 2023-24 school year (Grant funded one year position)

Please apply by July 10, 2023 to:

Dr. MaryAnn Ambrosini Director of Pupil Personnel Services Westhampton Beach School District

June 22, 2023

Bulletin No. 22/23 - 73

VACANCY

High School ENL Leave Replacement Teacher September 20, 2023 - November 10, 2023

Please apply by July 11, 2023 to:

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

June 23, 2023

Bulletin No. 22/23 - 74

VACANCY

High School Foreign Language (Spanish) Teacher Leave Replacement September 1, 2023 - November 3, 2023

Please apply by July 11, 2023 to:

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

June 23, 2023

Bulletin No. 22/23 – 75

2023/24 VACANCY

Varsity Cheerleading Coach

Fall and Winter Seasons

Candidate must have all NYSPHSAA and Section XI certifications completed prior to August 21, 2023

Please apply by July 17, 2023 to:

Jason Cohen
Director of Health, Physical Education & Athletics
Westhampton Beach School District
631-288-3800

June 29, 2023

Westhampton Beach School District

District-wide School Safety Plan



Westhampton Beach School District

District-wide School Safety Plan

Introduction

The Westhampton Beach Union Free School District's Comprehensive School Safety Plan (as required by the Safe Schools Against Violence in Education Law and Commissioner's Regulation §155.17) has been established to provide for the safety and security of students, staff, and visitors in our schools. This component of Project SAVE is a comprehensive planning effort that addresses risk reduction, response, and recovery with respect to a variety of potential emergency situations that may occur in the Westhampton Beach School District and its component school buildings.

The Board of Education has appointed, under the direction of the Superintendent of Schools, a School Safety Team to develop this District-wide School Safety Plan. This plan addresses the needs of all schools within the Westhampton Beach School District and is consistent with the more detailed Building-level Emergency Response Plans. A copy of this District-wide School Safety Plan is posted on the District's website and is available upon request at the District Office. Building-level Emergency Response Plans are to remain confidential in accordance with Education Law §2801-a.

The Westhampton Beach School District supports the Safe Schools Against Violence in Education (SAVE) legislation and is committed to providing a safe and secure learning environment for students and staff. This District-wide School Safety Plan will be reviewed annually after its adoption by the Board of Education, such review to take place prior to July 1 of each school year.

Section 1: General Considerations and Planning Guidelines

A. Purpose

The Westhampton Beach Union Free School District's School Safety Plan was developed pursuant to Commissioner's Regulations §155.17. At the direction of the Board of Education, the Superintendent of Schools appointed a District Safety Team charged with the development, maintenance, and annual review of this plan. The District-wide School Safety Plan, in conjunction with the Building-level Emergency Response Plans, is designed to prevent or minimize the effects of serious violent incidents and emergencies, and to facilitate the District's response and coordination with local and county resources.

B. Identification of the District-wide School Safety Team

The Westhampton Beach Board of Education, upon the recommendation of the Superintendent, has appointed the following members to the District-wide School Safety Team:

Name	Title
Carolyn Probst	Superintendent of Schools
Halsey Stevens	Board of Education Trustee
Mark Yakaboski	School Resource Officer
Jeremy Garritano	Elementary School Principal
Charisse Miller	Middle School Principal
Bryan Bookamer	High School Assistant Principal
Korey Williams	Teacher
Anthony Martino	Assistant Plant Facilities Administrator
William Ray	Senior Guard
Orlando Rivera	School Guard

The team will convene periodically to assess safety/security issues and will review the District-wide Safety Plan at least once annually prior to July 1.

C. Concept of Operations

- The District-wide School Safety Plan is directly linked to Building-level Emergency Response Plans and has been developed to address the specific needs of the Westhampton Beach School District. Protocols reflected in the District-wide School Safety Plan will guide the implementation of the individual Building-level Emergency Response Plans.
- In the event of an emergency or violent incident, the Building-level Emergency Response Plans will guide the response of District personnel. The Principal will immediately notify the Superintendent of Schools. In the absence of the Superintendent of Schools, the Principal will notify the next highest-ranking member in the chain of command.
- Where appropriate, the police and other local emergency officials will be contacted immediately. Local emergency response efforts may be supplemented by county and state resources when necessary through existing protocols.

D. Plan Review and Public Comment

- Pursuant to Commissioner's Regulations §155.17(e)(3), this plan will be made available for public comment at least 30 days prior to its adoption. The district-wide plan may be formally adopted by the Board of Education only after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties.
- A full copy of the District-wide School Safety Plan and any amendments will be submitted to the New York State Education Department within 30 days of adoption by the Board of Education.
- This plan shall be reviewed periodically during the year and will be maintained by the District-wide School Safety Team. The required annual review will be completed on or before July 1 of each year after its initial adoption by the Board of Education.
- The District-wide School Safety Plan shall be posted to the District's website. Hard copies will be available upon request at the District Office.

Section 2: Risk Reduction / Prevention and Intervention

Reduction and mitigation of risks, prevention programs, and interventions are crucial components of a comprehensive school safety plan. Being proactive, rather than reactive, can help prevent violent incidents and other emergencies.

A. Prevention / Intervention Strategies

Program Initiatives

The Westhampton Beach School District has implemented a number of prevention and intervention programs, as outlined below:

- Peer Mediation
- Character Education Programs
- Teacher, Staff, and Student Training on the Dignity for All Students Act (DASA)
- H.U.G.S. After School Program
- Prevention Pilots
- Check and Connect Program
- Hurricane Kindness Project
- Mindfulness Program
- School Counseling Groups
- Cyberbullying Presentations for Students
- Digital Citizenship Program
- Health Curriculum Bullying Prevention Component
- Youth 2 Youth, Friends for Friends, and Gay Straight Alliance Clubs

Training, Drills, and Exercises

The best way to prepare for an actual emergency is to train students and staff in emergency response procedures through frequent drills and exercises. The following is a summary of training activities:

- Fire/evacuation drills, lockdown drills, and bus drills in accordance with New York State Education Law §807(1a) (b) and Commissioner's Regulations §155.17. Police and other first responders are often invited to take part in these required drills.
- Annual Early Evacuation Drill in accordance with Commissioner's Regulations §155.17 to test communication procedures, transportation procedures, and evacuation procedures.
- Table top exercises with local police and first responders.
- Full scale active shooter drill with multiple police agencies.
- Ongoing multi-hazard emergency training for school personnel (in District training and attendance at conferences and workshops).

Implementation of School Security and Facilities Initiatives

- All school buildings are locked at all times, with a single point of entry for visitors.
- All employees wear photo ID badges issued by the District.
- Visitors must be buzzed into the school buildings by a front desk greeter. Visitors must sign in and obtain a visitor badge.
- A team of school guards is deployed across the District.
- Security cameras have been installed at main entrances and at other strategic points throughout the District.
- A two-way radio system facilitates communication among security, monitors, front desk greeters, custodial, grounds, and administrative staff.
- The District, in collaboration with local police agencies, will deploy other methods deemed necessary to protect the health, safety, and welfare of students and staff.
- All safety, security, and emergency planning protocols are under continual review and reevaluation to ensure that current best practices are being implemented.

Vital Educational Agency Information

Each Building-level Emergency Response Plan contains vital information, including: student enrollment/class lists, emergency contact numbers, faculty and staff lists, transportation routes, and building floorplans. All information is available to the command post and first responders remotely through mobile technology devices.

B. Early Detection of Potentially Violent Behaviors

Early detection of potentially violent behaviors can reduce the risk of school violence and minimize the danger to students, faculty, and staff. Training in this area is a critical component of the overall school safety program. Training in early detection, pre-attack indicators, and intervention/prevention strategies will be conducted through in-house professional development, attendance at workshops and conferences, and other methods deemed appropriate.

Students and staff are trained in accordance with the requirements of the Dignity for All Students Act (DASA). Bullying, harassment, and violent behaviors are immediately addressed through the Code of Conduct. The District's mental health staff is trained to help in identifying family, community, and other factors that may influence a child's behavior.

The District's students and staff are continually reminded that if something seems out of the ordinary to report it immediately. The message is "If you see something, hear something, suspect something, or your intuition tells you something isn't right - say something immediately."

C. Hazard Identification

Each Building-level Emergency Response Plan includes sites of potential emergencies, which have been identified by Building-level Safety Teams. These may include school buildings, playground areas, athletic fields, properties adjacent to school buildings, buses, nearby intersections, etc. Each Building-level Emergency Response Plan includes hazard-specific response information.

In addition to the potential hazards included in the Building-level Emergency Response Plans, the following are areas of District-wide concern:

- Gabreski Airport /Air National Guard Base
- Long Island Railroad
- Proximity to the Ocean and Potential Storm Impacts

Section 3: Response

The effective response of staff and students when faced with an emergency situation can save lives and reduce the potential for negative outcomes. The Westhampton Beach School District has developed Building-level Emergency Response Plans to guide the response to violent incidents and other emergencies. Frequent training and drills can help prepare members of the school community to respond effectively in accordance with Building-level Emergency Response Plans.

A. Notification and Activation (Internal and External Communications)

Quick, concise, and accurate communication is essential in the event of a violent incident or other emergency. If an incident occurs, the following protocols will be followed:

- The Building Principal or designee will be notified immediately.
- Depending on the nature and severity of the incident, the Building Principal or designee will contact the police and other first responders by calling 911. All staff are empowered to call 911 when the nature of the emergency warrants an immediate police or other emergency response.
- The Building Principal or designee will notify the Superintendent of Schools or designee as soon as practicable.
- The Superintendent of Schools or designee will notify all schools within the District of the violent incident or other emergency and direct the appropriate response (lockdown, lockout, evacuation, etc.).
- If warranted, the Superintendent of Schools or designee will set up a District-level command post to assist in coordinating the emergency response.
- Internal communication will be made utilizing landline phones, cell phones, two-way radios, text messaging, or other methods deemed appropriate based on the circumstances.
- When necessary, parent and community notification will be conducted through the District's Parent Square communication system. The District's website and social media sites will also be used as appropriate.

B. Response Protocols

The Westhampton Beach School District has detailed Building-level Emergency Response Plans to guide the response to violent incidents and other emergencies. Each Building-level Emergency Response Plan contains an Incident Command System (ICS). In the event of a significant building-level emergency or district-wide emergency, the Superintendent of Schools or designee shall activate the District-wide Incident Command System and coordinate the District's response.

The following is the District-wide Chain of Command:

- 1. Superintendent of Schools
- 2. Assistant Superintendent for Personnel and Instruction
- 3. Assistant Superintendent for Business
- 4. High School Principal

The Superintendent of Schools or designee will serve as the Public Information Officer.

The Building-level Emergency Response Plans describe a number of protective action options to safeguard students, staff, and visitors in the event of a violent incident or other emergency.

C. Situational Responses

The Westhampton Beach School District's School Safety Team recognizes that many different types of emergencies may arise and our planning must outline hazard-specific responses. The Building-level Emergency Response Plans include detailed response protocols for a variety of potential emergencies as outlined below. All school staff will be appropriately trained and familiar with the Building-level Emergency Response Plans so that appropriate action can be taken in the event of an emergency.

Threats of Violence

- Any implied or direct threat of violence shall be reported to the Building Principal or designee.
- The Building Principal will notify the police of the threat and request assistance in evaluating and assessing the veracity and level of the threat.
- The Building Principal will notify the Superintendent of Schools, who will activate the Threat Assessment Team.
- The Threat Assessment Team will assist in evaluating the threat, the District's response, and the proper documentation of the threat through the Violent and Disruptive Incident Report (VADIR).

Violent Incident

- Any violent incident shall be reported immediately to the Building Principal or designee.
- The Building Principal will take action in accordance with the Building-level Emergency Response Plan. The Building Principal will notify the police by calling 911 if the incident warrants a police response.
- The Building Principal will notify the Superintendent of Schools as soon as possible.
- The Threat Assessment Team will assist in evaluating the District's response and ensure that the incident is properly reported through the Violent and Disruptive Incident Report (VADIR).

Explosive/Bomb Threats

- Any explosive/bomb threat shall be reported immediately to the Building Principal or designee. The Building-level emergency Response Plan will guide the response.
- If the threat is received by phone, the person taking the call should ascertain as much information as possible using the *New York State Police Bomb Threat Call Checklist*.
- The Building Principal will notify the police and other emergency responders by calling 911 from a landline phone.
- The Building Principal will notify the Superintendent of Schools, who will follow the communication/notification protocols outlined above.
- If warranted, the Superintendent of Schools or designee will set up a District-level command post to assist in coordinating the emergency response.

Intruder

- The first person becoming aware of an intruder or suspicious person will notify the Principal or designee immediately.
- If the intruder or suspicious person appears to be an imminent threat, the police shall be called immediately by dialing 911 and the lockdown protocols will be implemented as outlined in the Building-level Emergency Response Plan.
- If the intruder or suspicious person does not appear to pose a threat, the Building Principal will notify security by two-way radio and will approach the intruder or suspicious person to determine his/her reason for being in the building.
- If the intruder or suspicious person has a legitimate reason for being present in the building, he/she will be escorted to the front desk to be properly signed-in and issued a visitor pass.
- If the intruder or suspicious person does not have a legitimate reason for being present in the building, he/she will be escorted out by the Principal and security. Staff will be informed to guard against re-entry. The police will be called immediately if there is any attempt at re-entry.
- If, at any time, the intruder or suspicious person fails to comply or the situation escalates, the police will be called immediately and the lockdown protocol will be implemented in accordance with the Building-level Emergency Response Plan.
- The Building Principal will notify the Superintendent of Schools as soon as possible regarding any intruder or suspicious person.

Hostage Situation

- Any hostage taking situation shall be reported immediately to the Building Principal or designee. The police will be notified by calling 911.
- The Building Principal shall determine the appropriate response in accordance with the Building-level Emergency Response Plan.
- The Building Principal will notify the Superintendent of Schools, who will follow the communication/notification protocols outlined above.
- If warranted, the Superintendent of Schools or designee will set up a District-level command post to assist in coordinating the emergency response.

Missing Student/Kidnapping

- Any incident involving a missing student or suspected kidnapping will be reported immediately to the Building Principal.
- If a school staff member witnesses an apparent kidnapping, the staff member will immediately call 911 and inform the Building Principal.
- The Building Principal shall determine the appropriate response in accordance with the Building-level Emergency Response Plan.
- During school hours, when a student who has already been documented as present is determined to be missing, the Building Principal or designee will be notified immediately. School staff and security will search the building.
- The Building Principal or designee will contact the parent/guardian. If the student remains unaccounted for, the Building Principal will contact the police.
- In the event that a parent/guardian contacts the school after school hours to report that a student did not arrive home as expected, the Building Principal shall be notified immediately.
- The building will be searched and a P.A. announcement shall be made to see if the student is still present on campus. The bus company will be contacted to see if the student was transported home.
- The parent should be advised to contact the student's friends or any other location the student may have gone after school.
- If the student remains unaccounted for, the Building Principal will contact the police.
- The Building Principal will notify the Superintendent of Schools as soon as possible regarding any missing child or suspected kidnapping.

D. Protective Action Options

The Westhampton Beach School District trains students and staff in a variety of protective action protocols, as outlined in the Building-level Emergency Response Plans. The following protective action options may be utilized in response to an emergency situation in coordination with local emergency responders:

School Cancellation

- The Superintendent of Schools, along with other staff and local emergency officials when appropriate, will monitor any circumstances that may warrant a school cancellation.
- The Superintendent of Schools or designee will make a final determination based on the available information and consultation with emergency officials when appropriate.
- If the decision is made to cancel school, notification to families and the community will be managed through the District's Parent Square communication system. The District's website, social media sites, and media outlets will also be used as appropriate.

Early Dismissal

- The Superintendent of Schools, along with other staff and local emergency officials when appropriate, will monitor any circumstances that may warrant an early dismissal.
- The Superintendent of Schools or designee will make a final determination based on the available information and consultation with emergency officials when appropriate.
- If the decision is made to close school early, the transportation contractor (Montauk Bus Company) will be contacted to arrange for transportation to accommodate the early dismissal.
- Notification to families and the community will be managed through the District's Parent Square communication system. The District's website, social media sites, and media outlets will also be used as appropriate.
- Appropriate personnel will remain in the District until all students have been safely returned home.

Emergency Evacuation

- The Superintendent of Schools, along with other staff and local emergency officials when appropriate, will evaluate the threat and monitor any circumstances that may warrant an emergency evacuation.
- The Superintendent of Schools or designee will make a final determination to evacuate based on the available information and consultation with emergency officials when appropriate.
- If the decision is made to evacuate, the transportation contractor (Montauk Bus Company) will be contacted to arrange for transportation.
- All evacuation routes will be checked and cleared prior to the evacuation. The building perimeter will also be checked for any external threats.
- All students and staff will be evacuated to a predetermined location in accordance with the Building-level Emergency Response Plans.
- All students and staff will be accounted for, with any missing students or staff members reported to the Building Principal immediately.
- Notification to families and the community will be managed through the District's Parent Square communication notification system. The District's website, social media sites, and media outlets will also be used as appropriate.

- If necessary, an information center will be set up to handle parent and media inquiries.
- Appropriate personnel will remain until all students have been safely returned home.

Sheltering

- The Superintendent of Schools, along with other staff and local emergency officials when appropriate, will evaluate the threat and monitor any circumstances that may necessitate the sheltering of students.
- The Superintendent of Schools or designee will make a final determination to shelter (internally or externally) based on the available information and consultation with emergency officials when appropriate.
- Students and staff will be sheltered in accordance with the Building-level Emergency Response Plans. Appropriate steps will be taken to ensure the safety and security of sheltering locations.
- All students and staff will be accounted for, with any missing students or staff members reported to the Building Principal immediately.
- The District will coordinate with local and county resources to make appropriate arrangements for food, water, first-aid, and other human needs.
- Notification to families and the community will be managed through the District's Parent Square communication system. The District's website, social media sites, and media outlets will also be used as appropriate.
- If necessary, an information center will be set up to handle parent and media inquiries.
- Appropriate personnel will remain until all students have been safely returned home.

Lockdown or Lockout

- The Superintendent of Schools, Building Principals, and local emergency officials when appropriate, will evaluate the threat and monitor any circumstances that may necessitate a lockdown or lockout.
- In an emergency situation involving an immediate threat, a lockdown or lockout will be initiated in accordance with the Building-level Emergency Response Plan.
- The lockdown or lockout will remain in effect until the threat level subsides. The decision to end a lockdown or lockout will be made in accordance with the Building-level Emergency Response Plans (in coordination with local emergency responders when appropriate).
- All students and staff will be accounted for, with any missing students or staff members reported to the Building Principal immediately.
- Notification to families and the community will be managed through the District's Parent Square communication system. The District's website, social media sites, and media outlets will also be used as appropriate.
- If necessary, an information center will be set up to handle parent and media inquiries.

Section 4: Recovery

In the event of a serious incident that has a major effect on students, staff, and the greater community, a well-coordinated recovery plan is essential to successfully re-establishing normal school operations and supporting the well-being of persons affected by the incident.

A Post-Incident Response Team will be supported with all available District resources to aid in the recovery. Local, county, and state resources and personnel will be obtained as necessary depending on the nature of the incident and complexity of the recovery.

Mental health services will be coordinated through the Post-Incident Response Team to support the mental health needs of students and staff resulting from the incident. When necessary, the Post-Incident Response Team will coordinate with other local and county mental health services to secure additional resources.

The District-wide School Safety Team will work with local emergency responders to debrief and evaluate all aspects of the District's response in an effort to improve emergency planning, risk reduction, and response to future incidents.

Questions or comments related to the District-wide School Safety Plan can be addressed to:

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