

# **EASTPORT-SOUTH MANOR CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION**

Nicholas Vero, President • Cheryl Hack, Vice President  
Marie Brown • Marion Diener • Jeffrey Goldhammer • Karen Kesnig • Danielle Warsaw

Sharon P. Murray, District Clerk

Patrick K. Brimstein, Ed.D., Superintendent of Schools

Stuart Berman, District Treasurer

Timothy Laube, Assistant Superintendent for Business & Operations  
Linda A. Weiss, Assistant Superintendent for Personnel and Accountability

## **MEETING AGENDA**

**Board Meeting Room - Junior-Senior HS**

**March 6, 2019**

**7:00 P.M.**

## **CALL TO ORDER**

**PLEDGE OF ALLEGIANCE** – South Street Students

## **PRESENTATIONS**

- A. Student Ambassador –
- B. Recognition of Manorville Ambulance EMT Lisa Fitz, Brian Dalba, Nicolas Caporusso

## **ACCEPTANCE OF MINUTES**

- A. February 13, 2019 Regular Meeting

## **REPORTS/ANNOUNCEMENTS – SUPERINTENDENT OF SCHOOLS**

## **PUBLIC PARTICIPATION – 1<sup>ST</sup> INVITATION**

*Please Note: This is the opportunity for persons who wish to speak or who have written letters to the board regarding topics that are included on this agenda. Speakers are asked to keep their comments brief, and to speak for no longer than five minutes.*

## **AREAS OF OPERATION**

- A. Business Report
  - 1. 2019/2020 Spending Plan – *Salaries & Benefits*
  - 2. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the Single Audit Report from R.S. Abrams & Co., LLP for the fiscal year ended June 30, 2018, with a corrective action plan not required for this fiscal year.
  - 3. Approval of Treasurer’s Reports for December, 2018

**B. Curriculum and Instruction Report**

1. Enhancements to Special Education Program – Dr. Turnow and Dr. Brady

**C. Personnel Report**

1. Resignations – 1
2. Leave of Absence – 8
3. Appointments
  - a. Teacher – 1
  - b. Per Diem Substitute – 1
  - c. Civil Service – 2
4. Six Period Pay
5. Interscholastic Appointment – 1
6. Supplemental Pay – 1
7. Salary Advancements – 3
8. Student Teacher/Observer/Internship - 5

**OLD BUSINESS**

- A. ESMTA letter to community

**NEW BUSINESS**

- A. WHEREAS, the District determined that repairs had to be made to the septic system at Tuttle Avenue School in order to prevent further damage and thus, the repairs constituted an emergency; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the repairs to the Tuttle Avenue School septic system be hereby declared an emergency necessitating immediate repairs.
2. Due to the emergency nature of the aforesaid repairs which was a blockage in the septic system, the necessary repairs and work are declared to be an ordinary contingent expense.

3. Funding for this authorization, in the amount of \$2,170.00 to Direct Drainage, will come from undesignated fund balance and appropriations remaining from the 2018-2019 budget.
4. The Board of Education hereby ratifies and confirms that repair work began prior to the adoption of this resolution.

- B. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the Health & Welfare Services Contract for the 2018/2019 school year with Sayville Union Free School District for students attending private and/or parochial school in their district and authorizes the Board President or designee to sign on behalf of the District.
- C. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the Special Education Services Agreement for the 2018/2019 school year with Hilary Gomes Ph.D. ABPdN, for the purpose of providing pediatric neuropsychology evaluations and authorizes the Board President or designee to sign on behalf of the District.
- D. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the Assignment of Contract by Wiedersum Associates Architects, PLLC to H2M Architects & Engineers, due to a corporate merger, and authorizes the Board President or designee to sign on behalf of the District.
- E. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education award Printing Bid No. 19-20 011, which was opened on March 6, 2019, to Morgan Electronic Sales, Inc., the lowest responsible bidder.
- F. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the donation of \$12,602.85 from ESM Community for the Arts, to be allocated to pay the stipends for the Dayton Avenue and Eastport Elementary Spring plays, and

FURTHER BE IT RESOLVED, that the Board approve the following budget adjustments:

Account Code A2850.150-00-0000	\$10,656.00
Account Code A9020.800-00-0000	\$ 1,131.67
Account Code A9030.800-00-0000	\$ 815.18

- G. BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the school calendar for the 2019/2020 school year.
- H. Eastern Suffolk BOCES Call for Nominations
- I. Award of Contracts for Smart School Bond project – see memo from Tim

## **STUDENT SERVICES**

- A. Acknowledge receipt and review of recommendations from the Committees on Special Education.

## **POLICY**

- A. Second Reading – Policy No. 6830, Expense Reimbursement

## **BOARD COMMITTEE REPORTS**

- Budget Advisory Committee
- Health & Safety Committee
- Facilities Committee
- Legislative Committee
- Policy Review Committee
- Security Committee

## **COMMUNICATIONS ACKNOWLEDGEMENT**

- January Claims Report for January 2019 from Nawrocki Smith
- Warrants Including Revenue Budget Status & Appropriation Status Reports as of 03/1/19
- ES BOCES Liaison Connection Newsletter
- ES BOCES Official Call of Annual Meeting
- ES BOCES Shared Services Guide
- SCOPE Winter 2019 Newsletter

## **GENERAL DISCUSSION**

### **ESM PRIDE**

## **PUBLIC PARTICIPATION – SECOND INVITATION**

## **DATES TO REMEMBER**

March 7 <sup>th</sup>	ESMPTSO Meeting – 6:30 PM @ JSHS
March 12 <sup>th</sup>	TAS Kindergarten Registration
March 13 <sup>th</sup>	SSS Kindergarten Registration SMPTA – 10:00 AM
March 18 <sup>th</sup>	ESMCA Meeting – 7:00 PM @ JSHS
March 20 <sup>th</sup>	JSHS Early Dismissal – Teacher/Parent Contact Board of Education Meeting – 7:00 PM <i>Executive Session anticipated to begin at 5:30 PM</i>

## **ADJOURNMENT**

## **Regular Board of Education Meeting February 13, 2019**

A regular meeting of the Board of Education of the Eastport-South Manor Central School District, Suffolk County, New York, was held in the Board Meeting Room, Eastport-South Manor Jr. Sr. High School, Manorville, New York on **February 13, 2019**.

Board of Education Members present: Mrs. Marie Brown, Mrs. Marion Diener, Mr. Jeffrey Goldhammer, Mrs. Cheryl Hack, Mrs. Karen Kesnig, Mr. Nicholas Vero, Mrs. Danielle Warsaw.

Also Present: Patrick Brimstein, Superintendent of Schools, Timothy Laube, Assistant Superintendent for Business and Operations; Linda Weiss, Assistant Superintendent for Personnel and Accountability; Sharon Murray, District Clerk

The meeting was called to order.

### **EXECUTIVE SESSION**

**MOTION** made by Marion Diener, seconded by Nicholas Vero for the Board to enter into executive session at 5:30 p.m. for the purpose of discussing a specific personnel matter.

Vote: Yes – 7, No – 0.

**MOTION** made by Karen Kesnig, seconded by Marion Diener for the Board to reconvene to public session at 7:10 p.m.

Vote: Yes – 7, No – 0.

Dayton Avenue students led the Pledge of Allegiance. Students from the Garden Club presented the work they accomplished and the vegetables they grew.

### **PRESENTATIONS**

- Student Ambassador Will Kropp reported on the JSBS events and accomplishments for the past month and the upcoming events for February.
- Recognized the Manorville Ambulance EMTs and bus drivers that cared for one of our South Street Students.

### **MINUTES**

The minutes of the January 23, 2019 regular meeting were accepted.

### **REPORTS/ANNOUNCEMENTS**

- Dayton Avenue 4th graders enjoyed a presentation by Quogue Wildlife Refuge where students examined first hand animal adaptation and the habitat that they live in through the lens of the owl.
- The Senior Theatre Group presentation of “Baggage” to the younger students was outstanding and sent a great message. The question and answer period was very insightful.

- Continuing to work on the proposed budget for the 2019/20 school year which will be beneath the tax cap and still provide a comprehensive educational experience for all students.
- Mrs. Weiss is continuing to work with the Sandy Hook Promise group and as you will see later in the meeting, the district will be initiating the Say Something Anonymous Reporting System.
- The Suffolk County Sheriff's Office Security Assessment Report was submitted to Dr. Brimstein who reviewed with them, assessing the possible vulnerable areas that will be addressed.
- Congratulations to our 2019 Valedictorian Thomas Cassar and Salutatorian Nicholas Morello.

## **PUBLIC PARTICIPATION**

None.

## **AREAS OF OPERATION**

### **BUSINESS REPORT**

Mr. Laube presented the 2019/2020 Spending Plan for High School and Elementary.

### **CURRICULUM AND INSTRUCTION**

Mr. Frankel presented an iReady Implementation Update.

### **HUMAN RESOURCES**

**MOTION** made by Karen Kesnig, seconded by Marion Diener for the Board to approve a consent agenda for the following personnel matters:

Vote: Yes – 7, No – 0.

### **Resignations**

NAME	AREA	REASON	EFFECTIVE
Young, Suzanne	Teacher Aide 6.5 (TAS)	Personal	1/28/19

### **Leave of Absence**

NAME	AREA	REASON	EFFECTIVE
Employee #73	Mathematics Teacher (JH/HS)	FMLA	2/27/19-5/15/19 *Return date of 5/16/19
Bellofatto, Joseph	Permanent Substitute (JH/HS)	To accept another position in district (section 3A)	2/27/19-5/15/19
Employee #150	Physical Education Teacher (JH/HS)	FMLA	2/27/19-3/14/19
Masuck, Barbara	Teacher Aide 5.5 (TAS)	Personal	2/25/19-4/28/19

Ragimierski, Maureen	Teacher Assistant (EES)	To accept another position in district (1/23/19 agenda section 3A)	1/28/19-6/26/19
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## Appointments

**The following appointments are conditional, subject to clearance approval by the State Education Department fingerprinting check:**

### **TEACHER**

NAME	AREA	CREDENTIALS	SALARY	EFFECTIVE
Bellofatto, Joseph	Mathematics Teacher (JH/HS)	Math 7-12, Permanent Visual Arts, Professional	Workday 1-20: \$130/day Workday 21-40: \$160/day BA/1: \$50,958 MA/1: \$58,502	2/27/19-5/15/19

### **PER DIEM SUBSTITUTES**

NAME	AREA	SALARY	EFFECTIVE
Havern, Melissa	Teacher	\$100/day	2/14/19-6/26/19
Kane, Nicole	Teacher	\$100/day	2/14/19-6/26/19

### **CIVIL SERVICE**

NAME	AREA	SALARY	EFFECTIVE
Brown, Bryant	Groundskeeper I *Permanent Appointment	\$44,066 Prorated	2/24/19
Mondi, Roseann	Teacher Aide 6.5 – TAS	\$12.00/hr	2/14/19
Munster, Jared	Custodial Worker I *Permanent Appointment	\$39,092 Prorated	2/23/19
Segreto, Danise	Teacher Aide 5.0 - DO	\$12.00/hr	2/14/19

## Extra Curricular Activities

NAME	AREA	SALARY
McDonald, Kaitlyn	EES Spring Play 2018-2019 Set & Costume Design	\$1,644 *Funds donated by ESMCA
Noble, Richard	HS Spring Musical 2018-2019 Lighting Designer	\$2,529
Raynor, Elizabeth	HS Spring Musical 2018-2019 Costume Designer	\$2,529

## Interscholastic Appointments

### **Spring Coaches**

NAME	AREA	SALARY
Carlson, Christopher	Varsity Girls Lacrosse (Assistant)	COMMUNITY
DiMarco, John	Varsity Boys Track (Assistant)	\$6,338
Hanlon, Kenneth	JH Boys Lacrosse (Head)	\$4,697
Hayes, Brendan	Varsity Boys Lacrosse (Assistant)	COMMUNITY
Kull, Chelsea	Varsity Girls Softball (Assistant)	COMMUNITY
Stroh, Fred	JV Boys Tennis (Head)	\$4,697

### Sixth Period Pay

Teacher	Department	NOTES	AMOUNT
Bellofatto, Joseph	Mathematics	Every day	\$7,240 Prorated *End date 2/27/19-5/15/19

### Supplemental Pay

NAME	AREA	SALARY
Ackerman, Jennifer	Physical Education Teacher Substitute Alternative High School 2018-2019	\$87.79/hr
Crabtree, Victoria	English Teacher Alternative High School 2018-2019	\$71.85/hr
Ferrito, Susan	CSE Chairperson *Annual Reviews	\$88.80/hr *Maximum 10 hours per week *through March 6, 2019
Koenig, Robert	CSE Chairperson *Annual Reviews	\$86.80/hr *Maximum 10 hours per week *through March 6, 2019
Malsky, Keith	Substitute Club Chaperone Shared Aide 2018-2019	\$23.41/hr
Malsky, Keith	ABA Provider 2018-2019	\$57.00/hr
Rubin, Bonnie	Teacher Aide coverage 3/8/19, 3/11/19	\$12.97 *Not to exceed 4 total hours
Tomasulo, Keri	Chaperone Shared Aide Dayton Avenue Spring Play	\$20.00/hr *Not to exceed 85 hours

### Student Teacher/Observer/Internship

NAME	AREA	SCHOOL	Effective
Cali, Christina	Elementary	St. Joseph's College	2/15/19-6/21/19
Montiel, Anotnia	Elementary	St. Joseph's College	2/15/19-5/7/19
Russo, Alexa	Elementary	St. Joseph's College	2/15/19-5/6/19
Silvestri, Steven	Mathematics	St. Joseph's College	2/15/19-6/21/19



## **OLD BUSINESS**

### Armed Security Guard Proposition

**MOTION** made by Karen Kesnig, seconded by Jeffrey Goldhammer for the Board to approve the following propositions for the 2019-2020 budget vote with the figures to be included once they are available:

Vote: Yes – 7, No – 0.

### PROPOSITION NO. 1 – Budget 2019-2020

To adopt the annual budget of the School District for the 2019-20 school year, in the amount of [X], and to authorize the requisite portion thereof to be raised by taxation on taxable property in the District.

### PROPOSITION NO. 2 – Armed Security Guards

In the event Proposition No. 1 is approved by sixty (60%) percent of the qualified voters present and voting, shall the Board of Education be authorized to retain armed security guards as a result increase the annual budget of the School District for the 2019-2020 school year by [X] for a total annual budget for the 2019-2020 school year in the amount of [X].

Adoption of Proposition No. 1 alone does not exceed the statutory tax cap, and therefore, an affirmative vote by a simple majority of the qualified voters present and voting would be required for approval. Adoption of both Propositions 1 & 2 would require a total tax levy increase of [X] which exceeds the statutory tax cap of [X] for the 2019-20 school year and, therefore, an affirmative vote by sixty (60%) percent of the qualified voters present and voting would be required for both Proposition Nos. 1 & 2 to be approved.

## **NEW BUSINESS**

### Tenure – Assistant Superintendent for Business and Operations

**MOTION** made by Karen Kesnig, seconded by Marie Brown, that upon the recommendation of the Superintendent that Timothy Laube, Assistant Superintendent for Business and Operations be granted tenure, effective immediately.

Vote: Yes – 7, No – 0.

### Service Agreement – Dr. Cynthia Jucunski

**MOTION** made by Karen Kesnig, seconded by Danielle Warsaw for the Board to approve the Service Agreement with Dr. Cynthia Jucunski for overseeing CSE meetings for the 2018/2019 school year and authorizes the Board President or designee to sign on behalf of the District.

Vote: Yes – 7, No – 0.

### Public Relations

After discussing the viability of a PR representative for the district, the Board has asked the administration to come back with a recommendation.

### Consent Agenda

**MOTION** made by Karen Kesnig, seconded by Marie Brown for the Board to approve a consent agenda for the following resolutions:

Vote: Yes – 7, No – 0.

### SS-ARS – Say Something Anonymous Reporting System

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the implementation of the SS-ARS - Say Something Anonymous Reporting System which is a youth violence prevention program from Sandy Hook Promise, and authorizes the Board President or designee to sign on behalf of the District.

Special Education Services Agreement – Sachem CSD

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the Special Education Services Agreement for the 2018/2019 school year with Sachem Central School District for the purpose of providing special education and related services to students with disabilities and authorizes the Board President or designee to sign on behalf of the District.

Special Education Services Agreement – Center Moriches UFSD

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education approve the Special Education Services Agreement for the 2018/2019 school year with Center Moriches UFSD for the purpose of providing special education and related services to students with disabilities and authorizes the Board President or designee to sign on behalf of the District.

Educational Services Agreement – Hope for Youth

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board approve the Educational Services Agreement for the 2018/2019 school year with Hope for Youth for the purpose of short term residential placement, crisis intervention and/or clinical assessment and authorizes the Board President or designee to sign on behalf of the District.

Donation & Budget Adjustment – Athletic Booster Club

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the donation of \$1,725.00 from the Athletic Booster Club, Inc. to cover the cost of the Boys/Girls Cross Country overnight field trip from September 2018, which was board approved on September 12, 2018, and

FURTHER BE IT RESOLVED, that the Board approve the budget adjustment to Account Code A5540.410-HS-0000 in the amount of \$1,725.00.

Donation & Budget Adjustment - Munistat

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education accept the donation of \$250.00 from Munistat with said funds to be allocated to the TE 202 Cash Scholarship Account and awarded as a scholarship to a senior student, and

FURTHER BE IT RESOLVED, that the Board approve the budget adjustment to Account Code TE 202 in the amount of \$250.00.

Obsolete Equipment

BE IT HEREBY RESOLVED, upon the recommendation of the Superintendent that the Board of Education declare the following equipment in the Dayton Avenue basement as the equipment is broken beyond repair:

- 7 Five Drawer Lateral File Cabinet (Asset Tag Nos. 001543/1258, 001541/1254, 001540/1255, 001539/1256, 001542/1257, 20071371/3261, 001544/1259).
- 2 Four Drawer Lateral File Cabinet (Asset Tag Nos. 1238, 1263)

**STUDENT SERVICES**

Acknowledged receipt and review of recommendations from the Committees on Special Education.

## **POLICY**

### Adoption – Code of Conduct

**MOTION** made by Marie Brown, seconded by Cheryl Hack for the Board to waive the second reading and adopt the changes to the Code of Conduct.

Vote: Yes – 7, No – 0.

### Adoption – Policy No. 6700-R, Purchasing Regulation

**MOTION** made by Nicholas Vero, seconded by Marion Diener for the Board to waive the second reading and adopt Policy No. 6700-R, Purchasing Regulation.

Vote: Yes – 7, No – 0.

First Reading – Policy No. 6830, Expense Reimbursement.

Mrs. Diener asked for the policy committee to look into the School Admissions Policy to address the dropout population. She also asked if it was possible to offer the GED program in the alternative high school.

## **COMMITTEE REPORTS**

### Health & Safety Committee

- A meeting will be scheduled for early March.

### Legislative Committee Meeting

- Had a meeting with Assemblyman Thiele who is working on legislation for the district to get our money
- The legislative breakfast was held last Saturday and every school district is seeing a decrease in enrollment but an increase in free lunch applicants which shows there are families that are in need. Senator LaValle and Assemblyman Thiele agree that all districts are looking into how to bring SROs to their districts as well as addressing the mental health issues.

### Policy Committee

- The next meeting is scheduled for February 28<sup>th</sup> at 5:30 PM in the HS Library.

## **COMMUNICATIONS ACKNOWLEDGEMENT**

Warrants including Revenue Budget Status & Appropriation Status Reports as of 1/31/2019; Long Island Education Coalition (LIEC) – Costs & Outcomes 2018 2018; Council of School Superintendent's Report of School Aid, 2019-20 Governor's Proposed Budget; Nassau-Suffolk School Boards 2019 Legislative Priorities.

## **GENERAL DISCUSSION**

None.

## **ESM PRIDE**

- The following wrestlers won the League V Wrestling Tournament Championships, being the most league champions in ESM History: Adam Busiello, Zach Redding, Matt Knote, Joe Gannone, Christian Gannone, Steven Kane, Ben Hawthorn.
- Adam Busiello and Zach Redding won the Suffolk County Championship this past weekend.

- Winter track athletes Michael Silveri, Evan Dalton and Marcy Hogan qualified to compete in the NYS Championships.

## **PUBLIC PARTICIPATION**

Linda Wygonik.

## **EXECUTIVE SESSION**

**MOTION** made by Marie Brown, seconded by Karen Kesnig for the Board to adjourn to executive session for the purpose of discussing a specific personnel matter.

Vote: Yes – 7, No – 0.

## **ADJOURNMENT**

**MOTION** made by Karen Kesnig, seconded by Cheryl Hack for the Board to reconvene to public session at 9:45 p.m. and adjourn the meeting.

Respectfully submitted,

Sharon P. Murray  
District Clerk

**HEALTH AND WELFARE SERVICES AGREEMENT**

This Agreement is entered into this *7th day of February, 2019* by and between the Board of Education of the *Sayville Union Free School District* (hereinafter "*SAYVILLE*"), having its principal place of business for the purpose of this Agreement at 99 Greeley Avenue, Sayville, New York, and the Board of Education of the *Eastport-South Manor* (hereinafter "*Eastport-South Manor*"), having its principal place of business for the purpose of this Agreement at 149 Dayton Avenue, Manorville, NY.

**W I T N E S S E T H**

**WHEREAS**, *Eastport-South Manor* is authorized pursuant to Section 912 of the Education Law, to enter into a contract with *SAYVILLE* for the purpose of having *SAYVILLE* provide health and welfare services to children residing in *Eastport-South Manor* and attending a non-public school located in *SAYVILLE*,

**WHEREAS**, certain students who are residents of *Eastport-South Manor* are attending non-public schools located in *SAYVILLE*,

**WHEREAS**, *SAYVILLE* has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows.

1. The term of this Agreement shall be from *July 1, 2018, through June 30, 2019*, inclusive.
2. *SAYVILLE* warrants that the health and welfare services will be provided by licensed health care providers. *SAYVILLE* further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. *SAYVILLE* further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. *SAYVILLE* shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. *SAYVILLE* understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by *SAYVILLE* shall be consistent with the services available to students attending public schools within the *SAYVILLE* School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

***It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.***

5. In exchange for the provision of health and welfare services pursuant to this Agreement, ***Eastport-South Manor*** agrees to pay ***SAYVILLE*** the sum of **\$1,211.40** per eligible pupil for the 2018-2019 school year.
6. ***Eastport-South Manor*** shall pay ***SAYVILLE*** within thirty (30) days of ***Eastport-South Manor's*** receipt of a detailed written invoice from ***SAYVILLE***. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, ***SAYVILLE*** shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by ***Eastport-South Manor*** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, ***SAYVILLE*** shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by ***Eastport-South Manor*** shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. ***SAYVILLE*** shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either ***SAYVILLE'S*** or ***Eastport-South Manor's*** compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

***SAYVILLE:***

Dr. John Stimmel  
Superintendent of Schools  
Sayville UFSD  
99 Greeley Avenue  
Sayville, NY 11782

***Eastport-South Manor:***

Dr. Patrick K. Brimstein  
Superintendent of Schools  
Eastport-South Manor  
149 Dayton Avenue  
Manorville NY 11949

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of

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

18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the ***Eastport-South Manor***.
22. Each party will indemnify and hold harmless from all liabilities and damage, including attorneys' fees, arising from its own negligence under this Agreement."

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

***Eastport-South Manor***

\_\_\_\_\_  
Superintendent of Schools

***Eastport-South Manor***

\_\_\_\_\_  
President, Board of Education

***Sayville School District***

\_\_\_\_\_  
President, Board of Education



**Dr. Hilary Gomes Ph.D. ABPdN**  
**550 North Country Rd. Suite B**  
**St. James, NY 11780**  
**(631)848-8591**

This agreement made between **Dr. Hilary Gomes Ph.D. ABPdN**, hereinafter referred to as the "Agency" and **Eastport/South Manor Central School District**, hereinafter referred to as the "School". The terms of this agreement shall extend from **February 1, 2019 to June 30, 2019.**

**NOW THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:**

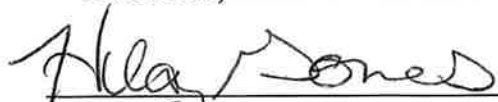
1. At the school district's request, the agency will provide a pediatric neuropsychology evaluation.
2. The Agency will bill the School the following rate for professional services rendered by the agency.

**\$3300.00 for neuropsychological consultation**

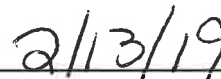
3. The School agrees to keep all information contained within this contract confidential as may be appropriate and shall not disclose the contents thereof with agency personnel or contractees.
5. Not with standing any other provisions in this contract, the School shall be responsible for advising the agency of specific services provided pursuant to this contract which must comply with pertinent provisions of federal, state and local statutes, rules and regulations.
6. Should any part of this agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining parts of this agreement. Such remaining parts shall remain in full force as if this agreement has been executed with the invalid part eliminated.
7. The parties hereto agree this Agreement is effective for the **2018-2019 School Year** from the date hereof. This agreement shall be considered as a firm commitment on the part of the parties hereto **commencing February 1, 2019.**

**IN WITNESS WHEREOF**, this agreement has been duly executed and signed by:

\_\_\_\_\_  
**President, Board of Education**

  
\_\_\_\_\_  
**Dr. Hilary Gomes Ph.D.**

\_\_\_\_\_  
**(Date)**

  
\_\_\_\_\_  
**(Date)**



February 12, 2019

Board of Education  
Eastport-South Manor Central School District  
149 Dayton Avenue  
Manorville, NY 11949

RE: ASSIGNMENT OF YOUR CONTRACT WITH WIEDERSUM ASSOCIATES ARCHITECTS  
WA # 1738 – EASTPORT / SOUTH MANOR CENTRAL SCHOOL DISTRICT  
PROPOSAL FOR SMART SCHOOL BOND ACT

Ladies and Gentlemen:

We are very excited to be joining forces with H2M architects + engineers, a firm with more than 400 dedicated professionals, including architects, engineers, land surveyors, landscape architects, planners, scientists and support staff. The size and scope of services that H2M offers will allow us to provide you with the full spectrum of design and technical resources under one roof.

We greatly appreciate the business relationship we have been fortunate enough to develop with you and look forward to continuing to provide you with the best value in architecture, engineering and related professional services. The entire core team at Wiedersum Associates Architects, PLLC will be moving forward with me to H2M. We assure you that we will continue to directly manage your project personally, no different than in the past.

We are, therefore, seeking your approval to assign your contract from Wiedersum Associates Architects, PLLC to H2M, in order to ensure that we continue to provide you with seamless service during our business transition. If this arrangement is acceptable to you, please return an executed copy of the attached Assignment. If you would like to further discuss this transition, please contact me as soon as possible.

We thank you for your cooperation, sincerely appreciate your continued confidence, and look forward to continuing to serve you on this and future projects.

Very truly yours,

Richard W. Wiedersum, R.A.

ASSIGNMENT OF CONTRACT

All rights and obligations of Wiedersum Associates Architects, PLLC, arising after March 1, 2019, under the professional services contract dated March 10, 2004, with a rider through November 21, 2017, between Wiedersum Associates Architects, PLLC and Eastport-South Manor Central School District, are hereby assigned to, and accepted by, H2M architects + engineers.

For Wiedersum Associates Architects, PLLC

Richard W. Wiedersum, R.A.  
Principal

For H2M architects + engineers

Joseph M. Mottola, AIA  
Chief Operating Officer  
Executive Vice President

Assignment Approved: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

EASTPORT-SOUTH MANOR CENTRAL SCHOOL DISTRICT  
 149 DAYTON AVENUE  
 MANORVILLE, NY 11949  
 (631) 801-3016  
**PRINTING 19-20 011**  
**BID PROPOSAL FORM**

			<b>Morgan</b>	
1a	<b>School Calendar:</b>	32 pages	9,500 copies	<u>\$5,390.00</u>
	<b>cover &amp; text/graphic</b>	36 pages	9,500 copies	<u>\$5,690.00</u>
	<b>pages, black and pms293U</b>	44 pages	9,500 copies	<u>\$5,890.00</u>
	<b>blue</b>	48 pages	9,500 copies	<u>\$6,190.00</u>
1b	<b>School Calendar:</b>	32 pages	9,500 copies	<u>\$5,590.00</u>
	<b>cover &amp; text/graphic pages,</b>	36 pages	9,500 copies	<u>\$5,890.00</u>
	<b>covers in full color, all other pa</b>	44 pages	9,500 copies	<u>\$6,490.00</u>
	<b>in black and pms293U blue</b>	48 pages	9,500 copies	<u>\$6,690.00</u>
1c	<b>School Calendar:</b>	32 pages	9,500 copies	<u>\$5,790.00</u>
	<b>covers &amp; text/graphic pages,</b>	36 pages	9,500 copies	<u>\$6,090.00</u>
	<b>entire calendar in full color</b>	44 pages	9,500 copies	<u>\$6,690.00</u>
		48 pages	9,500 copies	<u>\$6,890.00</u>
2	<b>School District Newsletter:</b>	4 pages	9,500 copies	<u>\$990.00</u>
		6 pages	9,500 copies	<u>\$1,890.00</u>
		8 pages	9,500 copies	<u>\$1,890.00</u>
		12 pages	9,500 copies	<u>\$2,290.00</u>
3	<b>School District Budget Brochure:</b>		9,500 copies	<u>\$990.00</u>
4a	<b>School District Budget Notice: (Black Text)</b>		9,500 copies	<u>\$490.00</u>
4b	<b>School District Budget Notice: (Two Color)</b>		9,500 copies	<u>\$590.00</u>
5	<b>School District Budget/Bond Pamphlet:</b>		per 100	<u>\$30.00</u>
			per 500	<u>\$150.00</u>
6	<b>Report Card Envelopes:</b>		per 100	<u>\$30.00</u>
			per 500	<u>\$150.00</u>
7	<b>Fast Facts Booklet:</b>		500 copies	<u>\$110.00</u>
			1,000 copies	<u>\$129.00</u>
8	<b>NCR Discipline Referral Form:</b>		500 copies	<u>\$177.00</u>
			1,000 copies	<u>\$245.00</u>

9	<b>Emergency Contact Card:</b>	500 copies	<u>\$58.00</u>
		1,000 copies	<u>\$84.00</u>
10	<b>NCR Notice of Suspension Form:</b>	500 copies	<u>\$144.00</u>
		1,000 copies	<u>\$156.00</u>
11	<b>NCR Detention Notice Form:</b>	500 copies	<u>\$140.00</u>
		1,000 copies	<u>\$150.00</u>
12	<b>Informational Letter:</b>	1,000 copies	<u>\$200.00</u>
		5,000 copies	<u>\$500.00</u>
		9,000 copies	<u>\$660.00</u>
13	<b>Lunch Menus:</b>	2,000 copies	<u>\$210.00</u>
		Additional 100 copies	<u>\$6.00</u>
14	<b>Hall Passes:</b>	per 500	<u>\$560.00</u>
		Per 1,000	<u>\$965.00</u>
15	<b>Textbook/Library Payment Card:</b>	per 500	<u>\$24.00</u>
		Per 1,000	<u>\$35.00</u>
16	<b>Student Book Receipt Card:</b>	per 500	<u>\$30.00</u>
		Per 1,000	<u>\$60.00</u>

**Misc. Printing:**

17	Envelopes #10, no window, black ink	per 500	<u>\$39.00</u>
18	Envelopes #10 with window black ink	per 500	<u>\$44.00</u>
19	Envelopes #10 no window, two color ink	per 500	<u>\$48.00</u>
20	Business Cards	per 500	<u>\$40.00</u>
21	Business Cards for PBIS	per 500	<u>\$40.00</u>

**Direct to Door Mailing Services:**

22	Price for each mailing	<u>\$375.00</u>
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**FORMS:**

Non-Collisive Rec'd?	<u>x</u>
Indem. Agreement?	<u>x</u>
Form of Disclosure	<u>x</u>
Iran Divestment?	<u>x</u>
Sex. Harassment	<u>x</u>

- ( ) Required  
**(X) Local**  
 ( ) Notice

## EXPENSE REIMBURSEMENT

*NOTE: Boards of Education are authorized to reimburse Board members, officers and employees for expenses reasonably, actually and necessarily incurred in the performance of their duties, provided they comply with required procedures. This sample policy and accompanying regulation set out some guidelines and procedures for the Board's consideration.*

School district employees, officials and members of the Board of Education will be reimbursed for reasonable, actual and necessary out-of-pocket expenses which are legally authorized and incurred while traveling for school related activities.

*Note: The Board may set the mileage rate for use of private vehicles for school business. Usually this is done at the annual reorganizational meeting. Although it is not required, many boards set the rate at the current rate fixed by the federal IRS for business travel. If your rate differs, please amend the text below.*

Only expenses necessary to the purpose of the travel shall be reimbursable. Transportation costs such as taxi cabs are allowable only for essential transportation. Mileage will be paid at the rate fixed by the federal Internal Revenue Service for business travel. Tax exemption certificates shall be issued and utilized as appropriate.

The Superintendent, or designee, shall determine and approve which meetings and conferences may be attended by Board members and the Superintendent of Schools. ***[Please note that if the Board wishes to have the Board President or Superintendent authorize attendance at meetings or conferences, this paragraph must be modified to reflect that.]***

The Superintendent shall determine, in the first instance, whether attendance by district staff at any conference or professional meeting is in the best interest of the district and eligible for reimbursement of expenses under this policy.

To obtain reimbursement, the claimant must complete and sign an expense voucher, attach all receipts or other expense documentation, together with a copy of the approved conference attendance request form and evaluation report (if required), and submit the same to the appropriate administrator. Reimbursement shall only be made after such claim has been audited and allowed.

Regulations concerning expense reimbursement shall be attached to this policy and shall be reviewed annually and revised as appropriate.

Ref: Education Law §§1604(27); 1709(30); 1804; 2118; 3023; 3028  
 General Municipal Law §77-b

Adoption date:

## EXPENSE REIMBURSEMENT REGULATION

*NOTE: It is good business practice for school districts to adopt local rules addressing travel, meals and other administrative expenses.*

*This is a sample regulation only. The district should amend it to reflect its own procedures.*

The district shall reimburse district employees, officials and members of the Board of Education for reasonable, actual and necessary out-of-pocket expenses incurred while traveling for school-related business upon receipt of a completed voucher with itemized receipts along with approved attendance form. The following rules shall guide the reimbursement of school-related travel expenses:

*NOTE: These rules would be subject to anything inconsistent in collective bargaining agreements.*

### Transportation

- Travel shall be by the most economical method, whether by private automobile, school vehicle or common carrier such as bus, train or plane.
- If travel is by private automobile, mileage shall be reimbursed at the level approved by the Internal Revenue Service for business travel. Parking and tolls will also be reimbursed but gasoline will not.
- Rental car expenses will be reimbursed only if authorized in advance. Receipts must be attached.
- Air travel is only allowed when determined by the Board President or the Superintendent to be in the district's best interest. Air travel shall be reimbursed at the lowest feasible fare available and shall not exceed regular coach class fare. Travel arrangements should be made as soon as reasonably practicable so as to avoid payment of a higher fare due to a late booking.

### Lodging

*NOTE: By law, a district can only reimburse employees for lodging charges which were actually incurred. However, the district may wish to set a maximum lodging rate for which they will reimburse notwithstanding the amount actually charged for the room. To that end, the district may wish to use the federal travel reimbursement rates, which are also used by the New York State government, to set such a maximum rate. These rates can be found at <http://www.gsa.gov/portal/content/104877>.*

*The rates for lodging (and for meals and incidental expenses) vary by county and major cities. These federal/state rates do not apply specifically to school districts; however, they do serve as good general guidelines.*

## NYSSBA Sample Regulation 6830-R

- Persons traveling on district-related business are expected to secure the most reasonable rate for necessary hotel accommodations. The district will reimburse for actual lodging fees up to the maximum lodging fee set by the federal government for that location.
- When the rate is pre-determined by the organization sponsoring the event, the traveler shall secure a room rate at no more than the pre-determined rate notwithstanding what the federal travel reimbursement rate is. Hotel accommodations at a rate other than the most reasonable rate or a pre-determined rate described above will be reimbursed only if approved by the Board President (for members of the board and the Superintendent) and the Superintendent (for all others) prior to the stay.

### Meals

*NOTE: Again, the district may wish to use the federal reimbursement rates as a maximum reimbursement rate for meals, which varies by location of travel. For more information on the meal allowance breakdown for New York rate go to <http://www.gsa.gov/portal/content/104877>.*

*Under section 77-c of the General Municipal Law, a school board may determine, by resolution, to allow and pay a reasonable per diem allowance for meals in lieu of such actual and necessary expenses. In determining the amount of such allowance, the board shall consider the prevailing costs for meals in the area in which the travel will occur, but in no event shall such allowance exceed the standard meal allowance for business-related travel adopted or prescribed for federal income tax purposes. If the Board opts to allow per diem allowances for meals, itemized receipts will nevertheless be required to be presented.*

Reimbursable meal charges, including gratuities, for persons traveling for district-related business. For the cost of meals based on location, refer to <https://www.gsa.gov/>

### Personal Expenses

The district does not reimburse persons traveling on district-related business for personal expenses including, but not limited to, pay television, hotel health club facilities, alcoholic beverages, theater and show tickets, and telephone calls and transportation costs unrelated to district business.

Adoption date: