

**LONG BEACH PUBLIC SCHOOLS
Long Beach, New York**

March 11, 2014

Ladies and Gentlemen:

The Long Beach Board of Education is the authorized state agency responsible for setting educational policy in the District. It consists of five trustees, each serving a three-year term. Board members pay school taxes at the regular rate and receive no salary or other financial compensation.

All meetings, except executive sessions, are held before the public. Members of the public may address the Board of Education on any specific agenda item during special times reserved for that purpose prior to Board discussion and action. The public may also address the Board of Education on any matter of concern at a second public session after the Board of Education completes agenda action items. Visitors should not address the Board in public relative to questions or comments regarding specific staff members or specific students. Such concerns should be brought to the attention of appropriate staff or to Board members by telephone, in writing, or by scheduling a personal meeting, as appropriate to the circumstances.

Visitors' comments will be limited to three (3) minutes per agenda item to each individual speaker on items on the business meeting agenda and five (5) minutes to speak under new or old business. An individual may speak only once on a specific topic. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION
Long Beach Public Schools
Regular Board Meeting – March 11, 2014
Long Beach Public Library Auditorium**

AGENDA

REGULAR MEETING

7:30 P.M.

- I. Pledge of Allegiance and Opening Remarks – Board President
- II. Hearings on Alternative Veterans Exemptions
 - *Property Owners*
 - *Gold Star Parent*
 - *Cooperatives*
 - *Transfer within School District*
- III. Report of Superintendent of Schools
 - ***Presentation – Draft Budget – Elementary Schools***
- IV. Board of Education Comments
- V. Questions and Comments from the Public - Items on Tonight's Agenda Only
- VI. Student Organization Announcements
- VII. Presentation of the Treasurer's Report of January 2014
- VIII. Approval of Minutes of Board of Education Executive Sessions, Work Sessions and Regular Meeting of February 5, February 11, February 25 and February 26, 2014
- IX. Presentations of the Superintendent:
 1. Personnel Matters: Certificated
 2. Personnel Matters: Non-Certificated
 3. Second Reading of Revised Policy # 3260: Budget Advisory Committee
 4. Second Reading of Revised Policy #5321: Credit Cards
 5. Second Reading of Policy #6120: Equal Employment Opportunity
 6. Second Reading of Revised Policy #6551: Family and Medical Leave Act
 7. Approval of Agreement –Transportation Software Application

8. Approval of Agreement Staff Development
9. Approval of Special Education Agreement
10. Adoption of Special Education Plan
11. Acceptance of Change Orders
12. Alternative Veterans Tax Exemptions
13. Acceptance of Recommendations of the Committee on Special Education
14. Acceptance of Donation
15. Payment of Legal Bills: Legal Services
16. Approval of Use of Schools

X. Questions and Comments from the Public

XI. Announcements:

1. Long Beach Classroom Teachers Association
2. Administrative, Supervisory and PPS Group
3. Long Beach Schools Employees' Association
4. Parent/Teacher Association

XII. Board of Education - Additional New/Old Business, if any

XIII. Adjournment

RESOLUTIONS

BE IT RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education approves the following personnel actions.

1. CERTIFICATED PERSONNEL

(a) Resignations

- 1. Name: Margaret Newman
 Assign./Loc: Part Time Teacher Assistant/East School
 Effective Date: March 11, 2014 close of day

- 2. Name: Rachel Fraser
 Assign./Loc: Part Time Teacher Assistant/West School
 Effective Date: March 6, 2014 close of day

(b) Leaves of Absence

Name: Sharon Cohen
 Assign./Loc: Teacher of Speech and Hearing Handicapped/Hebrew Academy of Long Beach
 Effective Dates: May 7, 2014-June 30, 2014
 Reason: Maternity

Name: Claire Stanek
 Assign./Loc: Social Studies Teacher/ (.8) high school/ (.2) middle school
 Effective Dates: September 1, 2014-June 30, 2015
 Reason: Adoption

(c) Appointment: Part Time Temporary Teacher Assistants 17.5 hours per week effective date through June 26, 2014 (or earlier at the district's discretion) According to CSE recommendation or 504 plan. Rate according to contract. *Subject to negotiations

Name	Location	Certification	Grade II/Step	Hourly Rate* \$	Effective Start Date
1. Courtney Wilson	East School	Initial Child Ed 1-6	II/Step 1	16.90	3/3/14
2. Ashley Robinson	East School	Level I TA	II/Step 1	16.90	2/24/14
3. Alexandra Clark	Middle School	Level I TA	II/Step 1	16.90	2/24/14
4. Felor Torbati	Middle School	Level I TA	II/Step 1	16.90	2/24/14

(d) Appointment: Parent Training/Transition Program-Variou School Buildings/Student Homes-2013-2014 School Year-Rate of Pay-\$68.34*-*subject to negotiations

Stacey Durnan

1. CERTIFICATED PERSONNEL

(e) Appointment: Test Preparation for the 2013-2014 school year-rate of pay\$73.03* per hour-maximum 10 hours each *Subject to negotiations

	Name	Subject
1.	Jenna Schebler	Mathematics
2.	Maria Hartmann	English
3.	Ashley Didio	English
4.	Arkady Simonovsky	Mathematics
5.	Tamara Filloramo	English
6.	Ellen McElroy	Mathematics
7.	Rosemary McComb-Amorini	Mathematics
8.	Cherie Mannarino	Science
9.	Nancy Josephs	Science
10.	Marissa Scholl	Science

(f) Reclassifications:

	Name	Assignments	New Class	Effective Date
1.	Gillian Bella	Teacher/FLES	MA+30	2/1/14
2.	Steven Bialick	Teacher/English	MA+20	9/1/14
3.	Glenn Gartung	School Social Worker	MA+100	9/1/13
4.	Angela Abate Madigan	Teacher/Elementary	MA+40	9/1/13
5.	Melissa Pecere	Teacher/Special Ed	MA+20	2/1/14
6.	Kristi Simonetti	Teacher/Elementary	MA+50	2/1/14
7.	Michelle Vais	Teacher/Elementary	MA+70	9/1/13
8.	Nicole Vasheo	Teacher/Special Ed	MA	2/1/14
9.	Lisa Weitzman	Teacher/Special Ed	MA+60	9/1/13
9.	Jason Zizza	Teacher/Physical Ed	MA+60	9/1/13

(g) Recommendation for Appointment on Tenure the staff members listed below are eligible for appointment on tenure in the area and on the date indicated. They have been found to be competent, efficient and satisfactory in their total professional performance.

	Name	Tenure Area	Date
1.	Michele Natali	Middle School Principal	7/01/14
2.	Timothy Piciullo	Secondary Vice Principal	7/20/14
3.	Sean Murray	Elementary Principal	9/01/14
4.	Sabrina Cantore	Executive Director of Pupil Personnel Services	10/03/14

(h) Probationary Extension: Recommend that the Board of Education extend the probationary period of a certified employee by one year, in accord with information previously provided to the Board.

2. NON-CERTIFICATED PERSONNEL

(a) Resignation for the Purpose of Retirement

Name: Vincent Caputo
Assign./Loc: General Mechanic/Buildings and Grounds
Effective Date: February 14, 2014

(b) Leaves of Absence

1. Name: Arlene Werner
Assign./Loc: Part Time Building Aide/high school
Effective Dates: February 12, 2014-April 8, 2014
Original Dates: January 27, 2014-February 11, 2014
Reason: Medical
2. Name: Tomiann Jackson
Assign./Loc: Part Time Food Service Worker/middle school
Effective Dates: February 28, 2014 pm-March 31, 2014
Reason: Medical

(c) The following Per Diem Substitute is recommended for approval for the 2013-2014 school year

Name	Position
Lisa Valencia	Teacher Assistant

(d) Completion of Probationary Appointment

The staff member listed below has completed his probationary appointment, and has received a satisfactory evaluation and is hereby recommended for permanent appointment.

Name: Alfredo Gomez
Assign./Loc.: Head Custodian/East School
Effective Date: April 20, 2014

3. SECOND READING OF REVISED POLICY #3260: BUDGET ADVISORY COMMITTEE

4. SECOND READING OF REVISED POLICY #6830.1: CREDIT CARD (NEW #5321)

5. SECOND READING OF POLICY #6120: EQUAL EMPLOYMENT OPPORTUNITY

6. SECOND READING OF REVISED POLICY #6551: FAMILY AND MEDICAL LEAVE ACT

7. APPROVAL OF AGREEMENT – TRANSPORTATION SOFTWARE APPLICATION

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves Agreement with TransFinder for its software system including maintenance and support at a cost of \$19,995.00 for the period March 12, 2014 through March 12, 2015; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Agreement with TransFinder and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

8. APPROVAL OF AGREEMENT – STAFF DEVELOPMENT

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves Agreement with CPI for professional staff development for crisis intervention at a cost of \$23,813.00 for the period November 1, 2013 through June 30, 2014; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Agreement with CPI and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

9. APPROVAL OF SPECIAL EDUCATION AGREEMENT

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves Agreement with The Graham School for tuition in the amount of \$20,942.37 for the period January 13, 2014 through June 30, 2014; and

BE IT FURTHER RESOLVED, that the Board of Education hereby approves the Agreement with The Graham School and authorizes the Chief Operating Officer to execute the Agreement on its behalf.

10. ADOPTION OF SPECIAL EDUCATION PLAN

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the Plan for Special Education consistent with the regulations of the New York State Education Department.

11. ACCEPTANCE OF CHANGE ORDERS

A) CHANGE ORDER #1 WITH MAINLINE ELECTRIC (CONTRACT #5-LCX-DWSR-4) LIDO/MIDDLE SCHOOL COMPLEX – STORM RESTORATION PROJECT

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include carbon monoxide detectors; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #1 (Contract #5-LCX-DSWR-4) to the contract with Mainline for the additional cost of \$4,888.62; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 1 (Contract #5-LCX-DSWR-4) to the contract with Mainline on its behalf.

B) CHANGE ORDER #2 WITH MAINLINE ELECTRIC (CONTRACT #5-LCX-DWSR-4) LIDO/MIDDLE SCHOOL COMPLEX – STORM RESTORATION PROJECT

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include the furnishing and installation of gas detectors; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #2 (Contract #5-LCX-DSWR-4) to the contract with Mainline for the additional cost of \$14,362.36; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 2 (Contract #5-LCX-DSWR-4) to the contract with Mainline on its behalf.

**C) CHANGE ORDER #3 WITH MAINLINE ELECTRIC (CONTRACT #5-LCX-DWSR-4)
LIDO/MIDDLE SCHOOL COMPLEX – STORM RESTORATION PROJECT**

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include data and electric coordination at Middle School Science and Art Rooms; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #3 (Contract #5-LCX-DSWR-4) to the contract with Mainline for the additional cost of \$36,397.08; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 3 (Contract #5-LCX-DSWR-4) to the contract with Mainline on its behalf.

**D) CHANGE ORDER #4 WITH MAINLINE ELECTRIC (CONTRACT #5-LCX-DWSR-4)
LIDO/MIDDLE SCHOOL COMPLEX – STORM RESTORATION PROJECT**

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include electrical generator and sump pump control panel; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #1 (Contract #5-LCX-DSWR-4) to the contract with Mainline for the additional cost of \$738.62; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 4 (Contract #5-LCX-DSWR-4) to the contract with Mainline on its behalf.

**E) CHANGE ORDER #5 WITH MAINLINE ELECTRIC (CONTRACT #5-LCX-DWSR-4)
LIDO/MIDDLE SCHOOL COMPLEX – STORM RESTORATION PROJECT**

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include data and electrical coordination; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #5 (Contract #5-LCX-DSWR-4) to the contract with Mainline for the additional cost of \$17,792.53; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 5 (Contract #5-LCX-DSWR-4) to the contract with Mainline on its behalf.

**F) CHANGE ORDER #1 WITH ULTIMATE POWER, INC. (CONTRACT #2-L-DWSR-3)
LINDELL ELEMENTARY SCHOOL – STORM RESTORATION PROJECT**

WHEREAS, the Long Beach City School District ("District") has engaged Ultimate Power, Inc. ("Ultimate") for mechanical work at Lindell Elementary School pursuant to an award on May 14, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include provision of additional insulation on steam piping in crawlspace to replace insulation removed by asbestos abatement; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Ultimate;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #1 (Contract #2-L-DWSR-3) to the contract with Ultimate for the additional cost of \$32,236.83; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 1 (Contract #2-L-DWSR-3) to the contract with Ultimate on its behalf.

**G) CHANGE ORDER #7 WITH ELDOR CONTRACTING CORP. (CONTRACT #4-HS-DWSR-4)
LONG BEACH HIGH SCHOOL- STORM RESTORATION PROJECT**

WHEREAS, the Long Beach City School District ("District") has engaged Eldor Contracting Corp. ("Eldor") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on June 25, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include final electrical connections to new chiller; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Eldor;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #7 (Contract #4-HS-DSWR-4) to the contract with Eldor for the additional cost of \$5,995.93; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 7 (Contract #4-HS-DSWR-4) to the contract with Eldor on its behalf.

**H) DEDUCT CHANGE ORDER #1 WITH WHM PLUMBING & HEATING CONTRACTORS
(CONTRACT #6-EWLH-2) LINDELL ELEMENTARY SCHOOL - PHASE 3A**

WHEREAS, the Long Beach City School District ("District") has engaged WHM Plumbing & Heating Contractors ("WHM") for plumbing work at Lindell Elementary School pursuant to an award on July 22, 2010; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract for a credit in the amount of \$11,018.24 as a credit for unused allowances; and

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Deduct Change Order #1 (Contract #6-EWLH-2) to the contract for a credit with WHM in the amount of \$11,018.24; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 1 (Contract #6-EWLH-2) to the contract with WHM Plumbing and Heating Contractors on its behalf.

I) DEDUCT CHANGE ORDER #2 WITH WHM PLUMBING & HEATING CONTRACTORS (CONTRACT #6-EWLHS-2) WEST ELEMENTARY SCHOOL – PHASE 3A

WHEREAS, the Long Beach City School District ("District") has engaged WHM Plumbing & Heating Contractors ("WHM") for plumbing work at Lindell Elementary School pursuant to an award on July 22, 2010; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract for a credit in the amount of \$6,355.38 as a credit for unused allowances; and

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Deduct Change Order #1 (Contract #6-EWLH-2) to the contract for a credit with WHM in the amount of \$6,355.38; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 2 (Contract #6-EWLHS-2) to the contract with WHM Plumbing and Heating Contractors on its behalf.

J) DEDUCT CHANGE ORDER #2 WITH WHM PLUMBING & HEATING CONTRACTORS (CONTRACT #6-EWLHS-2) EAST ELEMENTARY SCHOOL – PHASE 3A

WHEREAS, the Long Beach City School District ("District") has engaged WHM Plumbing & Heating Contractors ("WHM") for plumbing work at East Elementary School pursuant to an award on July 22, 2010; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract for a credit in the amount of \$10,000 as a credit for unused allowances; and

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Deduct Change Order #2 (Contract #6-EWLH-2) to the contract for a credit with WHM in the amount of \$10,000; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 2 (Contract #6-EWLHS-2) to the contract with WHM Plumbing and Heating Contractors on its behalf.

**K) CHANGE ORDER #5 WITH HVAC, INC. (CONTRACT #8-LCXAR-3)
LIDO COMPLEX- ADDITIONS & ALTERATIONS – PHASE 3B**

WHEREAS, the Long Beach City School District ("District") has engaged HVAC, INC. ("HVAC") for mechanical work at the Lido Complex pursuant to an award on May 10, 2011; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include overhead and profit for storm related work; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from HVAC;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #5 (Contract #8-LCXAR-3) to the contract with HVAC for the additional cost of \$32,962.32; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No.5 (Contract #8-LCXAR-3) to the contract with HVAC on its behalf.

**L) CHANGE ORDER #47 WITH MPCC CORP. (CONTRACT #8-LCXAR-1)
LIDO COMPLEX- ADDITIONS & ALTERATIONS – PHASE 3B**

WHEREAS, the Long Beach City School District ("District") has engaged MPCC CORP. ("MPCC") for general construction work at the Lido Complex pursuant to an award on December 6, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include The replacement of 52 vision light kits, replacement of floor patch, disposal of temporary playground surfacing, re-preparation of topsoil, replacement of framing, disposal of damaged fixtures, and replacement of damaged doors; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from MPCC;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #47 (Contract #8-LCXAR-1) to the contract with MPCC for the additional cost of \$29,790.68; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No.47 (Contract #8-LCXAR-1) to the contract with MPCC on its behalf.

**M) CHANGE ORDER #48 WITH MPCC CORP. (CONTRACT #8-LCXAR-1)
LIDO COMPLEX- ADDITIONS & ALTERATIONS – PHASE 3B**

WHEREAS, the Long Beach City School District ("District") has engaged MPCC CORP. ("MPCC") for general construction work at the Lido Complex pursuant to an award on December 6, 2013; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include reinforcement at Area A Mechanical Room shear wall ; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from MPCC;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #48 (Contract #8-LCXAR-1) to the contract with MPCC for the additional cost of \$12,392.73; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No.48 (Contract #8-LCXAR-1) to the contract with MPCC on its behalf.

**N) CHANGE ORDER #9 WITH MAINLINE ELECTRIC (CONTRACT #8-LCXAR-4)
MIDDLE SCHOOL/LIDO COMPLEX- PHASE 3B**

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on April 5, 2011; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include modification of racks, revision of lighting layout, additional Fire Alarm work and additional smoke detectors; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #9 (Contract #8-LCXAR-4) to the contract with Mainline for the additional cost of \$19,504.42; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No. 9 (Contract #8-LCXAR-4) to the contract with Mainline on its behalf.

**O) CHANGE ORDER #10 WITH MAINLINE ELECTRIC (CONTRACT #8-LCXAR-4)
MIDDLE SCHOOL/LIDO COMPLEX – PHASE 3B**

WHEREAS, the Long Beach City School District ("District") has engaged Mainline Electric ("Mainline") for electrical work at Long Beach Middle School/Lido Complex pursuant to an award on April 5, 2011; and

WHEREAS, the District's architect and construction manager recommend modification to the existing contract to include additional electrical work on T & M, revision of power/data and lighting at Art Room; and

WHEREAS, the District's architect and construction manager recommend moving forward with this work now considering the reasonable pricing the District received from Mainline;

THEREFORE BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby accepts Change Order #10 (Contract #8-LCXAR-4) to the contract with Mainline for the additional cost of \$25,172.36; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Chief Operating Officer to execute Change Order No.10 (Contract #8-LCXAR-4) to the contract with Mainline on its behalf.

12. APPROVAL OF ALTERNATIVE VETERANS TAX EXEMPTIONS

WHEREAS, veterans have provided an invaluable service to this country by risking their lives to protect the freedoms enjoyed by all citizens of the United States; and

WHEREAS, in recognition of this service and the sacrifices that it entailed, on December 18, 2013 Governor Cuomo signed a bill to allow school districts to partially exempt property owned by certain qualified veterans; and

WHEREAS, such bill requires the governing body of a school district to pass a resolution to adopt such bill;

BE IT RESOLVED, that the Long Beach City School District does hereby adopt the exemption provided for in Real Property Tax Law ("RPTL") §458-a;

BE IT FURTHER RESOLVED, that the Long Beach City School District does hereby adopt the expanded definition of the term "qualified owner", as that term is defined under RPTL §458-a, to include a "Gold Star Parent" as that term is defined under RPTL §458-a;

BE IT FURTHER RESOLVED, that the Long Beach City School District does hereby allow a cooperative corporation to be eligible to receive such exemption pursuant to RPTL §458-a(6)(d);

BE IT FURTHER RESOLVED, that the Long Beach City School District does hereby allow a qualified veteran under RPTL §458-a to transfer, on a pro-rated basis, his exemption to another home purchased within the Long Beach City School District.

13. ACCEPTANCE OF RECOMMENDATIONS OF THE COMMITTEE ON SPECIAL EDUCATION

14. ACCEPTANCE OF DONATION

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts a donation from the Kellenberg Memorial High School Boys' Basketball Team in the amount of \$1,000 for the Long Beach High School Basketball Program.

15. PAYMENT OF LEGAL BILLS: LEGAL SERVICES

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$8,214.11 to the firm of Ingerman Smith, LLP for the monthly retainer and extraordinary legal services rendered during the period of December 1 through December 31, 2013 and \$18,608.18 for the monthly retainer and extraordinary legal services for the period January 1 through January 31, 2014.

16. APPROVAL OF USE OF SCHOOLS

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the use of schools, as attached, not to conflict with District events. However, please note that events may have to be modified/rescheduled based on building construction schedules.

Community Relations

SUBJECT: BUDGET ADVISORY COMMITTEE

The Board of Education may, at its discretion, appoint a Budget Advisory Committee (BAC) at the annual reorganization meeting to review and make recommendations, on a **biennial** basis. The Board of Education shall give the BAC its charge no later than **September 15th** of the new school year.

There will be a maximum of 12 members on the committee. Each Board of Education member may appoint one (1) member to the committee. The Board of Education will make every effort to balance interested groups within the community. The remaining seven (7) members will be chosen by a lottery conducted by the District Clerk at a time designated by the Board of Education and made public. The Budget Advisory Committee will appoint a Chairperson for its membership at the first meeting who will serve as the sole contact person with the District Clerk. All requests for information must go through the District Clerk.

Each member shall understand that the committee reports directly to the Board of Education and that any information given to the committee is confidential. All public announcements concerning the organization, membership, operation, recommendations and dissolution of such committees shall be made by the Board of Education at its discretion. No member of the committee may disperse recommendations or other information of the committee to the public or news media entity including social media.

The final report to the Board of Education is to remain confidential until the Board releases the information. The Board of Education is the only entity permitted to release information regarding the final report.

The BAC shall function in an advisory capacity only, with the Board of Education retaining the right to accept, reject or modify all or any part of the Committee's recommendations.

Adoption: June 14, 2010
Revised 1st Reading: February 11, 2014
Revised 2nd Reading: March 11, 2014

Non-Instructional/Business Operations

SUBJECT: CREDIT CARDS

The Superintendent of Schools, ~~Deputy Superintendent~~, the Chief Operating Officer, the Assistant Superintendent for Curriculum and Instruction, the **Executive Director for Human Resources** and the District Clerk will be issued a credit card in order to assist in the execution of their job responsibilities. All credit cards will be issued in the name of the individual and the Long Beach City School District.

The use of credit cards is not intended to circumvent the District's procurement policy. Credit cards shall be used for official school business and when a purchase order is not accepted or impractical.

Credit Card users must obtain itemized receipts in order to provide evidence that expenses are prudent and proper. Supporting documentation must accompany receipts for expenses for individuals other than the card user.

Individuals issued credit cards shall agree in writing to accept financial responsibility for any inappropriate usage and shall reimburse the District for use of the credit card for purposes other than official school business. Users must take proper care of these credit cards and take reasonable precautions against damage, loss, or theft. Any damage, loss, or theft must be reported immediately to the Business Office and to the appropriate financial institution.

Failure to follow policy regarding proper use may result in credit card revocation and discipline.

Adoption of Revised Policy: September 14, 2010
First Reading of Revised Policy: February 11, 2014
Second Reading: March 11, 2014

Personnel

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of this District to provide, through a positive and effective program, equal opportunities for employment, retention and advancement of all people regardless of race, color, weight, height, religion, national origin, ethnic group, political affiliation, sexual identity, gender, sexual orientation, age, marital status, military status, veteran status, disability, predisposing genetic characteristics, or use of a recognized guide dog, hearing dog or service dog.

Sexual orientation is defined as heterosexuality, homosexuality, bisexuality or asexuality, whether actual or perceived.

The term "military status" means a person's participation in the military service of the United States or the military service of the state, including but not limited to, the armed forces of the United States, the army national guard, the air national guard, the New York naval militia, the New York guard, and such additional forces as may be created by the federal or state government as authorized by law.

Provisions will be provided for the publication and dissemination, internally and externally of this policy to ensure its availability to interested citizens and groups.

Additionally, administration shall establish grievance procedures that provide for the prompt and equitable resolution of complaints alleging discrimination. Those intending to file a grievance due to alleged discrimination must follow the grievance procedure as established by the District.

Prohibition of Retaliatory Behavior

The Board prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participated in the investigation of a complaint of discrimination. Follow-up inquiries shall be made to ensure that discrimination has not resumed and that all those involved in the investigation of the discrimination complaint have not suffered retaliation.

Age Discrimination in Employment Act, 29 United States Code (USC) Section 621
Americans With Disabilities Act, 42 United States Code (USC) Section 12101 et seq.

Prohibits discrimination on the basis of disability.

Section 504 of the Rehabilitation Act of 1973, 29 United States Code (USC) Section 794 et seq.

Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000d et seq.

Prohibits discrimination on the basis of race, color or national origin.

Title VII of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000e et seq.

Prohibits discrimination on the basis of race, color, religion, sex or national origin.

Title IX of the Education Amendments of 1972, 20 United States Code (USC) Section 1681 et seq.

Prohibits discrimination on the basis of sex.

(Continued)

SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY (Cont'd.)

Civil Rights Law Section 40-c

Prohibits discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status or disability.

Executive Law Section 290 et seq.

Prohibits discrimination on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability, military status, predisposing genetic characteristics, marital status, or use of a recognized guide dog, hearing dog or service dog.

Military Law Sections 242 and 243

First Reading: February 11, 2014

Second Reading: March 11, 2014

Personnel

SUBJECT: FAMILY AND MEDICAL LEAVE ACT

The Board of Education, in accordance with the Family and Medical Leave Act of 1993 (as amended) (FMLA), gives "eligible" employees of the District the right to take unpaid leave for a period of up to twelve (12) workweeks in a twelve-month period as determined by the District.

The District uses as a "rolling" twelve (12) month period measured backward from the date of any FMLA leave usage its method for calculating the leave year period for the commencement of the FMLA leave period. In certain cases, FMLA leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

The entitlement to leave for the birth or placement of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Employees are "eligible" if they have been employed by the District for at least twelve (12) months and for at least 1,250 hours of service during the previous twelve-month period. Full-time teachers are deemed to meet the 1,250 hour test. However, a break in employment for military service (i.e., call to active duty) should not interrupt the twelve (12) month/1,250 hours of employment requirement and should be counted toward fulfilling this prerequisite. The law covers both full-time and part-time employees.

Qualified employees may be granted leave for one (1) or more of the following reasons:

- a) The birth of a child and care for the child;
- b) Adoption of a child and care for the child;
- c) The placement of a child with the employee from foster care;
- d) To care for a spouse, minor child or parent who has a "serious health condition" as defined by the FMLA;
- e) To care for an adult child who is incapable of self-care due to a disability (regardless of date of the onset of disability) and has a "serious health condition" as defined by the FMLA; and/or
- f) A "serious health condition" of the employee, as defined by the FMLA, that prevents the employee from performing his/her job.

A "serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider that renders the person incapacitated for more than three (3) consecutive calendar days. Furthermore, the first visit to a health care provider for an employee claiming a "serious health condition" under FMLA must occur within seven (7) days of the aforementioned incapacity with the second required visit occurring within thirty (30) days of the incapacitating event. In order for an employee to claim the need for continuous treatment under FMLA for a chronic serious health condition, the condition must require a minimum

Personnel

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)

of two (2) visits per year to a healthcare provider, continue over an extended period of time, and may cause episodic rather than a continuing period of incapacity. A "serious health condition" is also defined as any period of incapacity related to pregnancy or for prenatal care.

Military Family Leave EntitlementsMilitary Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) is entitled to up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a "military member" who is:

- a) Recovering from a service-connected serious illness or injury sustained while on active duty; or
- b) Recovering from a serious illness or injury that existed prior to the service member's active duty and was aggravated while on active duty; or
- c) A veteran who has a qualifying injury or illness from service within the last five (5) years and aggravates that illness or injury.

This military caregiver leave is available during a single twelve (12) month period during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave. Military Caregiver Leave may be combined with other forms of FMLA-related leave providing a combined total of twenty-six (26) weeks of possible leave for any single twelve (12) month period; however, the other form of FMLA leave when combined cannot exceed twelve (12) of the twenty-six (26) weeks of combined leave. Military Caregiver Leave has a set "clock" for calculating the twelve (12) month period for when FMLA leave begins and tolling starts at the first day of leave taken.

The term "military member" means:

- a) A member of the Regular Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b) A veteran (discharged or released under condition other than dishonorable) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

Personnel

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)"Qualifying Exigency" Leave/Call to Active Duty

An "eligible" employee is entitled to FMLA leave because of "a qualifying exigency" arising out of circumstances where the spouse, son, daughter, or parent of the employee is serving in the Regular Armed Forces or either the National Guard or the Reserves and is on active duty during a war or national emergency called for by the President of the United States or Congress, or has been notified of an impending call to active duty status, in support of a contingency operation. There is no "qualifying exigency" unless the military member is or is about to be deployed to a foreign country.

A "qualifying exigency" related to families of the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve personnel on (or called to) active duty to take FMLA protected leave to manage their affairs is defined as any one of the following reasons:

- a) Short-notice deployment;
- b) Military events and related activities;
- c) Childcare and school activities;
- d) Parental care leave;
- e) Financial and legal arrangements;
- f) Counseling;
- g) Rest and recuperation (for up to fifteen [15] calendar days);
- h) Post-deployment activities; and
- i) Any additional activities where the employer and employee agree to the leave.

In any case in which the necessity for leave due to a qualifying exigency is foreseeable, the employee shall provide such notice to the employer as is reasonable and practicable. This military-related leave is for up to twelve (12) weeks during a single twelve (12) month period. Leave may be taken intermittently or on a reduced leave schedule.

Implementation/Benefits/Medical Certification

At the Board of Education's option, paid leave may be substituted for unpaid leave.

Personnel

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)

An employee on FMLA leave is also entitled to have health benefits maintained while on leave. If an employee was paying all or part of the premium payments prior to leave, the employee will continue to pay his/her share during the leave period.

In most instances, an employee has a right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions at the conclusion of the leave.

The Board of Education has a right to thirty (30) days advance notice from the employee where practicable. In addition, the Board may require an employee to submit certification from a health care provider to substantiate that the leave is due to the "serious health condition" of the employee or the employee's immediate family member. Under no circumstance should the employee's direct supervisor contact any health care provider regarding the employee's condition; all contact in this manner must be made by a health care provider (employed by the employer), a human resource professional, a leave administrator or a management official. If the medical certification requested by the employer is found to be deficient, the employer must indicate where the errors are, in writing, and give the employee seven (7) days to provide corrected materials to cure any deficiency prior to any action being taken.

Special Provisions for School District Employees

An instructional employee is an employee whose principal function is to teach and instruct students in a class, a small group, or an individual setting (e.g., teachers, coaches, driving instructors, special education assistants, etc.). Teaching assistants and aides who do not have instruction as the principal function of their job are not considered an "instructional employee."

Intermittent Leave Taken By Instructional Employees

FMLA leave that is taken at the end of the school year and resumes at the beginning of the next school year is not regarded as intermittent leave but rather continuous leave. The period in the interim (i.e., summer vacation) is not counted against an employee and the employee must continue to receive any benefits that are customarily given over the summer break.

Intermittent leave may be taken but must meet certain criteria. If the instructional employee requesting intermittent leave will be on that leave for more than twenty percent (20%) of the number of working days during the period for which the leave would extend, the following criteria may be required by the employer:

- a) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- b) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.

Personnel

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)

Appropriate notice for foreseeable FMLA leave still applies and all employees must be returned to an equivalent position within the School District. Additional work-related certifications, requirements and/or training may not be required of the employee as a contingent of their return to work.

Leave Taken by Instructional Employees Near the End of the Instructional Year

There are also special requirements for instructional employees taking leave and the leave's relation to the end of the term. If the instructional employee is taking leave more than five (5) weeks prior to the end of the term, the District may require that the employee take the leave until the end of the term if the leave lasts more than three (3) weeks and the employee was scheduled to return prior to three (3) weeks before the end of the term.

If the instructional employee is taking leave less than five (5) weeks prior to the end of the term for any of the following FMLA-related reasons except qualifying exigency, the District may require that the employee remain out for the rest of the term if the leave lasts more than two (2) weeks and the employee would return to work during that two (2) week period at the end of the instructional term.

If the instructional employee begins taking leave during the three (3) weeks prior to the end of the term for any reason except qualifying exigency, the District may require that the employee continue leave until the end of the term if the leave is scheduled to last more than five (5) working days.

Any additional time that is required by the employer due to the timing of the end of the school year, will not be charged against the employee as FMLA leave because it was the employer who requested that the leave extend until the end of the term.

FMLA Notice

A notice which explains the FMLA's provisions and provides information concerning the procedures for filing complaints of violations of the FMLA shall be posted in each school building and a notice of an employee's FMLA rights and responsibilities shall be either placed in the employee handbook of the employer or furnished to each new employee upon hire. The employer has five (5) days to supply such notice from the date of hire.

Administration is directed to develop regulations to implement this policy, informing employees of their rights and responsibilities under the FMLA.

SUBJECT: FAMILY AND MEDICAL LEAVE ACT (Cont'd.)

Family and Medical Leave Act of 1993 (as amended), Public Law 103-3

National Defense Authorization Act of 2008, Public Law 110-181

10 USC 101(a) (13)

29 USC 1630.1 and 2611-2654

29 CFR Part 825 and Part 1630

42 USC 12102

Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191

45 CFR Parts 160 and 164

NOTE: Refer also to Policy #6552 -- Uniformed Services Employment and Reemployment Rights Act (USERRA)/Military Leaves of Absence

Adoption: May 11, 2010
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