

**LONG BEACH PUBLIC SCHOOLS**  
**Long Beach, NY**

August 10, 2021

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 time 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 for each agenda item upon which comment is made. Visitors are precluded from speaking on any agenda item more than once during each meeting.

Social distancing protocols will be adhered to. Masks are recommended.

Sincerely,

Your Board of Education

**BOARD OF EDUCATION  
LONG BEACH PUBLIC SCHOOLS  
LINDELL ELEMENTARY SCHOOL AUDITORIUM  
Tuesday, August 10, 2021  
AGENDA**

**REGULAR MEETING**

**5:30 PM**

- I. Pledge of Allegiance/Call to Order/Opening Remarks – Board President
- II. Audit Committee
  - Report of the Internal Auditor
  - Report of the External Auditor
- III. Report of the Superintendent of Schools
  - Summer School Update
  - Discussion of September Reopening Plans
- IV. Board of Education Comments
- V. Student Organization Announcements
- VI. Questions and Comments from the Public on Tonight’s Agenda Only
- VII. Treasurer’s Report for June 2021
- VIII. Approval of Minutes for Executive Session, Reorganization Meeting and Regular Meeting of July 1, 2021
- IX. Presentations of the Superintendent:
  1. Personnel Matters: Certificated
  2. Personnel Matters: Non-Certificated
  3. Acceptance of Internal Auditor’s Report – Risk Assessment Report 2020-2021
  4. Acceptance of Internal Auditor’s Report and Corrective Action Plan– Information Technology 2019-2020
  5. First Reading of Policy #3421 Title IX and Sex Discrimination
  6. First Reading of Policy #8130 Equal Education Opportunities
  7. Approval of Agreement – High School Hockey League of Nassau County
  8. Approval of Nonresident Tuition Agreements
  9. Approval of Disposition of Obsolete Textbooks
  10. Approval of SEQRA – Lead Agency Designation and Type II Determination
  11. Approval of BOCES Cooperative Agreements
  12. Award of Bids – Food Services
  13. Award of Bid – Security Guard Services
  14. Acceptance of Recommendations of CPSE/CSE
  15. Payment of Legal Bills: Legal Services
  16. Approval of Use of Schools Applications
- X. Board of Education – Additional New/Old Business if any
- XI. Questions and Comments from the Public
- XII. Announcements:
  1. Long Beach Classroom Teachers’ Association
  2. Administrative, Supervisory and PPS Group
  3. LBSEA -Long Beach Schools Employees’ Association – Group C
  4. Parent/Teacher Association
- XIII. Adjournment

## RESOLUTIONS

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

### I. CERTIFICATED PERSONNEL

#### (a) Resignations

Name: Ashley Monastero  
Assign./Loc. Special Education Teacher/LBHS  
Effective Date: August 2, 2021

Name: Lauren Kaufman  
Assign./Loc. Remedial Reading Teacher/LBMS  
Effective Date: August 2, 2021

Name: Andrew Frey-Gould  
Assign./Loc. Music Teacher/Lido School  
Effective Date: July 2, 2021

Name: Margaret Duffy  
Assign./Loc. Part Time Teacher Assistant/Lido School  
Effective Date: June 26, 2021

Name: Christina Franceschini  
Assign./Loc. Part Time Teacher Assistant/Lindell School  
Effective Date: July 15, 2021

Name: Dakota Ejnes  
Assign./Loc. Substitute Teacher/Districtwide  
Effective Date: July 26, 2021

Name: Julia Kolanovic  
Assign./Loc. Permanent Substitute Teacher/LBMS  
Effective Date: July 17, 2021

Name: Kathryn Riker  
Assign./Loc. Part Time Teacher Assistant/West School  
Effective Date: July 29, 2021

Name: Antoinette Pecere  
Assign./Loc. Part Time Teacher Assistant/LBMS  
Effective Date: July 30, 2021

**I. CERTIFICATED PERSONNEL**

**(b) Amended Leave of Absence**

Name: Kaitlin Smith  
Assign./Loc. Reading Teacher/LBMS  
Effective Dates: March 29, 2021-January 28, 2022  
Original Dates: March 29, 2021-June 30, 2021 (On or about)  
Reason: Maternity

**(c) Leave of Absence**

Name: Nicole Albani  
Assign./Loc. Music Teacher/LBHS  
Effective Dates: September 1, 2021-June 30, 2022  
Reason: Maternity

Name: Alyssa Schramm  
Assign./Loc. Science Teacher/LBHS  
Effective Dates: September 1, 2021-June 30, 2022  
Reason: Maternity

Name: Caitlin King  
Assign./Loc. Elementary Teacher/Lido School  
Effective Dates: September 3, 2021-October 18, 2021 (On or about)  
Reason: Maternity/FMLA

Name: Leah Buffalino  
Assign./Loc. Elementary Teacher/LBMS  
Effective Dates: October 18, 2021-December 10, 2021 (On or about)  
Reason: FMLA

**I. CERTIFICATED PERSONNEL**

**(d) Appointment: Probationary Special Education Teachers**

Name:	Lisa Ranneklev*
Assign./Loc:	Probationary Special Education Teacher/LBHS
Certification:	Students with Disabilities 7-12 Generalist-Emergency COVID 19 Professional Mathematics 7-12 Professional Mathematics 5-6 extension
Effective Date:	September 1, 2021
End Date:	August 31, 2025
Tenure Date:	September 1, 2025
Tenure Area:	Education of Children with Handicapping Conditions- General Special Education
Salary Classification:	MA+30/Step 3 (\$78,872 per annum)
Reason:	To fill a vacancy
Comment:	This rescinds a previous .6 Mathematics position
Name:	Caroline Espinet*
Assign./Loc:	Probationary Special Education Teacher/LBMS
Certification:	Initial Students with Disabilities 1-6 Students with Disabilities 7-12-Generalist Supplementary Certificate Initial Childhood Education 1-6 Initial English to Speakers of Other Languages Social Studies 7-12 Supplementary Certificate
Effective Date:	September 1, 2021
End Date:	August 31, 2025
Tenure Date:	September 1, 2025
Tenure Area:	Education of Children with Handicapping Conditions- General Special Education
Salary Classification:	MA/Step 2 (\$72,179 per annum)-subject to negotiations
Reason:	To fill a vacancy
Name:	Kelly McNamara*
Assign./Loc:	Probationary Special Education Teacher/East School
Certification:	Professional Students with Disabilities 1-6 Professional Students with Disabilities B-2 Professional Childhood Education 1-6 Professional Early Childhood Education B-2
Effective Date:	September 1, 2021
End Date:	August 31, 2025
Tenure Date:	September 1, 2025
Tenure Area:	Education of Children with Handicapping Conditions- General Special Education
Salary Classification:	MA/Step 2 (\$72,179 per annum)-subject to negotiations
Reason:	To meet a district need

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

**I. CERTIFICATED PERSONNEL**

**(e) Appointment: Probationary Full Time Teacher Assistant**

Name: Yleana Cascio  
Assign./Loc: Probationary Full Time Teacher Assistant/Lido School  
Certification: Level I Teacher Assistant  
Effective Date: September 1, 2021  
End Date: August 31, 2025  
Tenure Date: September 1, 2025  
Tenure Area: Teacher Assistant  
Salary Classification: Grade IV/Step 1 (\$23, 958 per annum)  
Reason: To meet a district need

**(f) Appointment: Regular Substitute Special Education Teacher**

Name: Amanda Betz  
Assign./Loc: Special Education Teacher/Lindell School  
Certification: Initial Students with Disabilities 1-6 (pending)  
Initial Childhood Education 1-6  
Salary Classification: BA/Step 2 (\$65,827 per annum)-subject to negotiations  
Effective Date: September 1, 2021-January 28, 2022 (or earlier at the district's discretion)  
Tenure Area: Education of Children with Handicapping Condition-  
General Special Education  
Reason: To fill a vacancy

**(g) Appointment: Part Time Teacher of Speech and Hearing Handicapped (.6)**

Name: Martina Beloyianis  
Assign./Loc: Part Time Teacher of Speech and Hearing  
Handicapped/LBHS (.4)/East School (.2)  
Certification: Initial Speech and Language Disabilities  
Effective Dates: September 1, 2021-June 30, 2022(or earlier at the district's  
discretion)  
Tenure Area: Education of Children with Handicapping Conditions-  
Speech and Hearing Handicapped  
Salary Classification: .6 of MA/Step 3 (\$44,887 per annum)-subject to  
negotiations  
Reason: To meet a district need

**I. CERTIFICATED PERSONNEL**

**(h) Appointment: Part Time Foreign Language Teachers**

Name: Lindsay Pichichero  
Assign./Loc: Part Time Foreign Language Teacher (.2)/LBHS  
Certification: Professional French 7-12  
Professional French 1-6 extension  
Effective Dates: September 1, 2021-June 30, 2022 (or earlier at the district's discretion)  
Salary Classification: 0.2 of MA+80/Step 17 (\$25,373 per annum)-subject to negotiations  
Reason: To meet a district need  
Comment: Continues in full time position

Name: Aryls Digena  
Assign./Loc: Part Time Foreign Language Teacher (.2)/LBHS  
Certification: Professional French 7-12  
Effective Dates: September 1, 2021-June 30, 2022 (or earlier at the district's discretion)  
Salary Classification: 0.2 of MA+80/Step 13 (\$23,651 per annum)-subject to negotiations  
Reason: To meet a district need  
Comment: Continues in full time position

Name: Jeannine Simpson  
Assign./Loc: Part Time Foreign Language Teacher (.1)/LBHS  
Certification: Permanent Spanish 7-12  
Permanent Spanish Pre K-6 extension  
Effective Dates: September 1, 2021-June 30, 2022 (or earlier at the district's discretion)  
Salary Classification: 0.1 of MA+60/Step 25 (\$12,511 per annum)-subject to negotiations  
Reason: To meet a district need  
Comment: Continues in full time position

**I. CERTIFICATED PERSONNEL**

**(i) Appointment: Permanent Substitute Teachers**

Name: Edwina Bryant  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Permanent English 7-12  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\* per day (individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Christopher McGorty  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Emergency COVID Social Studies 7-12  
Emergency COVID Students with Disabilities 712-Generalist  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* per day (no medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Erin McGrath  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Emergency COVID English Language Arts 7-12  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\* per day (individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Julie Braddish  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Permanent Special Education  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* per day (no medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Rocco Tenebruso  
Assign./Loc.: Permanent Substitute Teacher/LBHS  
Certification: Professional Physical Education  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$171.09 \* per day (family medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations



**I. CERTIFICATED PERSONNEL**

**(i) Appointment: Permanent Substitute Teachers cont:**

Name: Michael Vasikauskas  
Assign./Loc.: Permanent Substitute Teacher/LBMS  
Certification: Initial Social Studies 7-12  
Initial Social Studies 5-6 extension  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\* per day (individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Linda Galeano  
Assign./Loc.: Permanent Substitute Teacher/LBMS  
Certification: Emergency Covid Spanish 7-12  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* per day (no medical insurance coverage)  
Reason: Annual Appointment  
\*Subject to negotiations

Name: Abigail Ross  
Assign./Loc.: Permanent Substitute Teacher/LBMS  
Certification: Initial Childhood Education 1-6  
Initial Students with Disabilities 1-6 (pending)  
Initial Students with Disabilities B-2 (pending)  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\* per day (individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Anthony Cabasino  
Assign./Loc.: Permanent Substitute Teacher/LBMS  
Certification: Initial Mathematics 7-12 (pending)  
Effective Dates: October 1, 2021-June 15, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* per day (no medical insurance coverage)  
Reason: Annual Appointment  
\*Subject to negotiations

**I. CERTIFICATED PERSONNEL**

**(i) Appointment: Permanent Substitute Teachers cont:**

Name: Kaitlyn McCormack  
Assign./Loc.: Permanent Substitute Teacher/Lindell School  
Certification: Initial Early Childhood Education B-2  
Initial Students with Disabilities B-2  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\*(no medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Collyn Possidel  
Assign./Loc.: Permanent Substitute Teacher/Lindell School  
Certification: Permanent Special Education  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\*(no medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Hannah Gallo  
Assign./Loc.: Permanent Substitute Teacher/West School  
Certification: Initial Childhood Education 1-6  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* (no medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Mary Roberts  
Assign./Loc.: Permanent Substitute Teacher/West School  
Certification: Initial Early Childhood Education B-2  
Initial Childhood Education 1-6  
Initial Students with Disabilities 1-6  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$227.12\* (no medical insurance coverage)  
Reason: Annual appointment  
\*Subject to negotiations

**I. CERTIFICATED PERSONNEL**

**(i) Appointment: Permanent Substitute Teachers cont:**

Name: Jenna Ciuzio  
Assign./Loc.: Permanent Substitute Teacher/Lido School  
Certification: Initial Literacy B-6  
Initial Early Childhood Education B-2  
Initial Childhood Education 1-6  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\*(individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Catherine Karp  
Assign./Loc.: Permanent Substitute Teacher/Lido School  
Certification: Professional Childhood Education 1-6  
Professional Students with Disabilities 1-6  
Professional English Language Arts 7-12  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\*(individual medical insurance coverage)  
Reason: Annual re-appointment  
\*Subject to negotiations

Name: Alisa Gore  
Assign./Loc.: Permanent Substitute Teacher/East School  
Certification: Initial Childhood Education 1-6  
Effective Dates: October 8, 2021-June 23, 2022 (or earlier at the district's discretion)  
Rate of Pay: \$208.93\* (individual medical insurance coverage)  
Reason: Annual appointment  
\*Subject to negotiations



I. CERTIFICATED PERSONNEL

(o) Appointment Part Time Teacher Assistants 17.5 hours per week September 1, 2021 through June 24, 2022 (or earlier at the district's discretion). Rate according to contract.

Name	Step	Rate	Location	Reason
GUANDIQUE, ARACELY	21	27.87	LBHS	ENL
BALTRUSAITIS, HILLARY	22	27.87	LBHS	CSE
GERAGHTY, RACHEL	20	27.87	West	Program
WEINTRAUB, MARA	19	27.87	LBHS	CSE
ZIMMERMAN, IRENE	18	27.87	LBMS	CSE
EDELMAN, ELLEN	16	27.87	LBHS	CSE
MATTHEWS, PATRICIA A	15	27.87	LBHS	CSE
PAGANINI, SUSANNE	15	27.87	LBHS	CSE
BARKSDALE, DIANE	14	27.87	West	CSE
CAHALAN, PATRICIA	14	27.87	Lindell	Program
CREGAN, KAROLYN	14	27.87	LBMS	CSE
CAPONE, KATHLEEN	10	25.48	LBMS	504
DIGIORGIO, SHARON	10	25.48	Lindell	Program
GILLAM, FRANCESCA	10	25.48	Lindell	Program
SANTOS, MARINELLA	10	25.48	LBHS	CSE
FLEISHMAN-EHRlich, LIZA	9	24.63	LBHS	CSE
GOLDENBERG, NINA R	9	24.63	LBMS	CSE
HELLER, JILL A	9	24.63	LBHS	CSE
MELO OLIVERA, MILKAN A	9	24.63	East	CSE
PIERRI, PEGGY	9	24.63	LBHS	CSE
CRAFT, EMILY A	8	23.86	West	CSE
FARRUGGIO, STACY	8	23.86	West	CSE
IMPAGLIAZZO, JENETTE	8	23.86	LBMS	ENL
MC HENRY, NATANYA B	8	23.86	East	CSE
NICPON, JANE P	8	23.86	West	504
RYAN, JANE S	8	23.86	LBMS	CSE
O'DRISCOLL, MAUREEN	8	23.86	Lido	CSE
DRONIA, HALINA	7	23.04	West	504
GIBSON, JANNIS J	7	23.04	Lindell	CSE
HASBERRY, BEVERLY Y	7	23.04	Lindell	CSE
ISOLA, ROSALIE A	7	23.04	West	Program
MATTHEWS, VIRGINIA R	7	23.04	LBHS	CSE
ROESCH, CASEY	7	23.04	LBHS	CSE
SKRHA, CHRISTINE	7	23.04	LBHS	CSE
VERNER, JARRICK	7	23.04	LBHS	CSE
PALAZZO, ROSEANN	7	23.04	Lido	CSE
UMANZOR, ANA	7	23.04	Lido	ENL
BALDEO, CHRISTINA	6	22.25	East	Gen Ed
CAPOZZI, JILL	6	22.25	Lindell	Program
FARINA, ANTONINA	6	22.25	Lindell	504
HAUSMAN, JILL	6	22.25	Lindell	504
KASPER, SUSAN	6	22.25	LBMS	CSE
MILLER-GOTTESMAN, PATRICIA	6	22.25	Lindell	Program
MURPHY, LOUIE ANN S	6	22.25	LBHS	CSE
PARKER, LISA	6	22.25	Lindell	CSE
PRESS, CINDY	6	22.25	Lindell	Gen Ed
RICHARDSON, GINA	6	22.25	Lindell	CSE
SCHARE, SHARON	6	22.25	LBMS	CSE
TOBIN, ROBIN	6	22.25	Lido	Gen Ed
BRYANT, ANGELA	6	22.25	Lido	Gen Ed
LOPEZ, FRANKLYN	6	22.25	Lido	CSE
ADAMES, BRYAN	5	21.45	LBHS	CSE
BUTLER, JESSICA	5	21.45	LBMS	CSE
BUONOCORE-MITCHELL, GRACE	5	21.45	West	Program

I. CERTIFICATED PERSONNEL

- (o) Appointment Part Time Teacher Assistants 17.5 hours per week September 1, 2021 through June 24, 2022 (or earlier at the district's discretion). Rate according to contract.

Name	Step	Rate	Location	Reason
DOYLE, NOREEN	5	21.45	Lindell	Program
FINA, DANIELLE	5	21.45	LBMS	CSE
GHENT, MICHELLE	5	21.45	East	Gen Ed
GONZALEZ, CYNTHIA	5	21.45	East	Gen Ed
KEANE, JENNA	5	21.45	Lindell	Program
LARSON, JEANNE	5	21.45	West	Gen Ed
MAT, NORWAHIDAH	5	21.45	West	Gen Ed
PELLEGRINO, ANASTASIA	5	21.45	LBMS	CSE
D'ANNA, ELIZABETH	5	21.45	Lido	Gen Ed
CASTELLANI, PATRICIA	4	20.63	LBMS	CSE
GREENBERG, YETTA	4	20.63	Lindell	Program
MARTINEZ, BEATRIZ	4	20.63	LBHS	ENL
MEYERS, KATHERINE	4	20.63	East	CSE
OLIVA-KONG, MARY	4	20.63	LBMS	ENL
RIVAS, GLORIA	4	20.63	LBHS	CSE
TOSCANO, MARYELLEN	4	20.63	Lindell	Program
BORNEMAN, JACLYN	4	20.63	Lido	Gen Ed
DANO, DALLAS	3	19.84	Lindell	CSE
GALLEGOS, EDWARD	3	19.84	Lindell	CSE
RAMNARINE, KURT	3	19.84	LBMS	CSE
REHNS, MICHAEL	3	19.84	LBMS	504
SILVERS, AMANDA	3	19.84	LBMS	CSE
LYNCH, RYAN	3	19.84	Lido	Gen Ed
CONNELLY, NICOLE	2	19.02	LBMS	CSE
AMAYA REYES, YESSICA	2	19.02	Lido	Gen Ed
CAMPBELL, UNA MARIE	1	18.26	Lido	Gen Ed
BENZ-JOYCE, SHANE TAYLOR	1	18.26	Lido	CSE
MORSE, JULIA	1	18.26	Lido	CSE
O'NEILL, MARY	1	18.26	Lido	CSE

**I. CERTIFICATED PERSONNEL**

**(p) The following Per Diem Substitute Teachers are recommended for approval for the 2021-2022 school year**

<b>NAME</b>	<b>CERTIFICATION AREA</b>
Jennifer Baylis Aull	Initial Childhood Education 1-6
Nora Bellsey	Permanent Art
Ashley Blatus	Initial Childhood Education 1-6
Julie Braddish	Permanent Special Education
Cathy Brodsky	Permanent N-6
Edwina Bryant	Permanent English
Anthony Cabasino	Initial Mathematics 7-12
Dariel Chernoff	Initial Childhood Education (in process)
Jenna Ciuzio	Initial Spanish 7-12
Gabriella Febrizio	Initial Childhood Education 1-6
Linda Galeano	Emergency COVID Spanish 7-12
Margaret Gallagher	Permanent Special Education
Hannah Gallo	Emergency COVID Childhood Education 1-6
Alisa Gore	Initial Childhood Education 1-6
Seena Gordon	Permanent N-6
Jodi Gusler	Professional Childhood Education 1-6
Darlene Impenna	Permanent N-6
Zoe Irwin	Professional Students with Disabilities 1-6
Terence Kane	Permanent English 7-12
Catherine Karp	Professional Childhood Education 1-6
Keely McEachern	Initial Childhood Education 1-6 (in process)
Kaitlyn McCormack	Initial Early Childhood Education B-2
Christopher McGorty	Emergency COVID Social Studies 7-12
Erin McGrath	Emergency COVID English Language Arts 7-12
Theresa Meehan	Permanent N-6
Geoffrey Noss	School Counselor
Collyn Possidel	Permanent Special Education
Mary Roberts	Initial Early Childhood Education B-2
Abigail Ross	Initial Childhood Education 1-6
Alexandra Senglaub	Initial Childhood Education 1-6
Rocco Tenebruso	Professional Physical Education
Jennifer Rett Wertovitch	Permanent N-6
Michael Vasikauskas	Initial Social Studies 7-12
Jordan Zabary	School Counselor
Bess Zaffuto	Permanent Art

**II. NON CERTIFICATED PERSONNEL**

**(a) Resignation for the Purpose of Retirement**

Name: Roberta Malkin  
Assign./Loc. Typist/Lido School  
Effective Date: September 22, 2021 close of day

**(b) Resignations**

Name: Kelly Smith  
Assign./Loc. Full Time School Nurse/Districtwide  
Effective Date: July 29, 2021

Name: Mauricio Mejia  
Assign./Loc. Assistant Bus Dispatcher/Transportation Department  
Effective Date: July 30, 2021 close of day

Name: Jacqueline Solorio  
Assign./Loc. Part Time Teacher Aide/LBMS  
Effective Date: August 9, 2021

**(c) Leave of Absence**

Name: Thomas Connelly  
Assign./Loc. Part Time Teacher Aide/East School  
Effective Dates: September 1, 2021-December 13, 2021  
Reason: Educational

**(d) Appointment: Part Time Lunch Aides (15 hours per week)**

Name: Cheyenne Johnson  
Assign./Loc.: Part Time Lunch Aide/West School  
Effective Date: September 1, 2021  
Salary Classification: \$15.80 per hour  
Grade/Step: Grade I/Step 2  
Reason: To fill a vacancy

Name: Frank Haggerty  
Assign./Loc.: Part Time Lunch Aide/Lido School  
Effective Date: September 1, 2021  
Salary Classification: \$15.80 per hour  
Grade/Step: Grade I/Step 2  
Reason: To fill a vacancy



**II. NON CERTIFICATED PERSONNEL**

**(e) Appointment: Part Time Lunch Aides (15 hours per week) cont:**

Name: Gloribel Orellana  
Assign./Loc.: Part Time Lunch Aide/Lindell School  
Effective Date: September 1, 2021  
Salary Classification: \$15.07 per hour  
Grade/Step: Grade I/Step 1  
Reason: To fill a vacancy

**(f) Appointment: Probationary Assistant Bus Dispatcher (12 months)**

Name: Cindy Zarate  
Assign./Loc.: Assistant Bus Dispatcher (12 months)/Transportation  
Department  
Effective Date: August 11, 2021  
Probationary End Date: August 10, 2025  
Salary Classification: \$55,907 per annum  
Grade/Step: Grade IV/Step 10  
Reason: To fill a vacancy  
Comments: Resigns Bus Driver position

**(g) Appointment: Probationary Data Specialists (10 months)**

Name: Jennifer O'Neill  
Assign./Loc.: Data Specialist 10 months/Lido School  
Effective Date: September 1, 2021  
Probationary End Date: August 31, 2021  
Salary Classification: \$31,013 per annum  
Grade/Step: Grade I/Step 5  
Reason: To fill a vacancy

**(h) Appointment: Bus Aides for Summer 2021-Rate according to Group C contract-as needed**

Shatiqwa Hudson  
Brisa Melendez-substitute  
Linda McCormack\*-(driver working as a bus aide for the summer)  
**\*Rescind summer bus driver appointment**  
Katherine McDonagh-(driver working as a bus aide for summer)  
Daisy Amely  
Rosa Lezama

II. NON CERTIFICATED PERSONNEL

(i) Appointment Part Time Aides 17.5 hours per week September 1, 2021 through June 24, 2022 (or earlier at the district's discretion). Rate according to contract.

Name	Step	Rate	Location	Reason
CRONOLLY, LOUISE M	20	25.89	East	CSE
PERRONE, MARIA	18	25.89	LBHS	CSE
VUJNOVIC, GORDANA	12	25.16	LBMS	504
SHOENFELD, RUTH	12	25.16	Lido	CSE
GREEN, SHAKEINA	11	24.43	LBMS	CSE
PHILLIPS, TASHA	8	22.22	East	CSE
COMPTON SANDERS, SHAQUENNA	8	22.22	Lido	CSE
YARWOOD, ETHEL	7	21.49	LBMS	CSE
MCCLENDON, DEBORAH	6	20.73	LBHS	CSE
TOLBERT, DERRELL	6	20.73	LBMS	CSE
ALBRIGHT, RUTH	5	20.01	LBMS	CSE
CLOSTER-STEIN, LORI	5	20.01	LBMS	CSE
DESTEFANO, DANIELLE	5	20.01	LBMS	CSE
IMOSSI, RITA	5	20.01	LBMS	CSE
SEIDEN, JILLIAN	5	20.01	Lindell	Program
TEEMER, JAYSHA	5	20.01	LBMS	504
TOMICICK, GABRIELLE	5	20.01	West	504
GAVARES, KELLY	5	20.01	Lindell	CSE
KAPLOWITZ, DANIELLE	5	20.01	Lindell	CSE
GUGLIOTTA, EMILY	5	20.01	Lindell	CSE
KLEINBERG, YASMIN	5	20.01	Lido	CSE
NELLUMS, LASHONDA	5	20.01	Lido	504
PUES, KYLE	5	20.01	Lindell	CSE
MARTIN, BARBARA	4	19.29	LBHS	504
MIRZA, MOHSIN	4	19.29	LBMS	CSE
REILLY, DESIREE	4	19.29	West	504
TURNBULL, CYNTHIA	4	19.29	LBMS	CSE
WHELAN, ANNEMARIE L	4	19.29	Lindell	CSE
REZNICK, JENNIFER	4	19.29	LBHS	CSE
VASQUEZ, LISET	4	19.29	LBMS	CSE
TRONE, JOSHUA	4	19.29	Lido	CSE
BELTRAN, NATALIA	3	18.55	LBMS	CSE
BOYLE, DARYLANN	3	18.55	LBMS	CSE
CASTILLO, CRYSTAL M	3	18.55	West	CSE
CORBETT, JOANNE	3	18.55	LBMS	CSE
FELICIANO, VICTORIA	3	18.55	LBMS	CSE
INNELLA, KIM	3	18.55	LBHS	CSE
NEMOGA, JOYCE	3	18.55	LBHS	CSE
REID, GREGORY	3	18.55	LBMS	CSE
RODRIGUEZ, ELIJAH	3	18.55	LBMS	CSE
SANDMEIRER, BRIAN	3	18.55	LBMS	CSE
FAIRLESS, KETTYBELLA	3	18.55	LBCRS	504
ROCHFORD, CATHERINE	3	18.55	LBCRS	504
ROBSON-LAPI, LINDA	3	18.55	East	CSE
ACEVEDO, CYNTHIA	2	17.84	LBHS	CSE
ALVAREZ, JEFFREY	2	17.84	LBMS	CSE
ARROYAVE, NOELLE	2	17.84	Lindell	CSE
BADE, JACK	2	17.84	LBHS	CSE
CANNER, TIFFANY	2	17.84	Lindell	CSE
FRANK, DARIN	2	17.84	LBMS	CSE
LAINIZ REYES, RENE	2	17.84	Lindell	Program
MILLER, YVONNE	2	17.84	LBHS	CSE
ROMIG, SARAH	2	17.84	Lindell	CSE
SMITH, NICHOLAS	2	17.84	LBHS	CSE

**II. NON CERTIFICATED PERSONNEL**

**(i) Appointment Part Time Aides 17.5 hours per week September 1, 2021 through June 24, 2022 (or earlier at the district's discretion). Rate according to contract. cont**

Name	Step	Rate	Location	Reason
ZATOR, KATIE	2	17.84	LBHS	CSE
KAUFMAN, CORRINE	2	17.09	East	CSE
STOKES, KELLY J	2	17.84	EAST	CSE
WHELAN, JOHN	2	17.84	LBHS	CSE
WONDSSEL, SARAH	2	17.84	Lindell	504
ZATOR, KATIE	2	17.84	LBHS	CSE
YARWOOD, NANCI	2	17.84	East	CSE
BREGLIA, CAITLIN	2	17.84	East	504
KAPLAN, ALLY	2	17.84	Lido	CSE
ACOSTA, TERRY	2	17.84	Lido	504
GAUTO, ANDREA	2	17.84	Lido	CSE
BYRON, TYRESE	2	17.84	Lido	CSE
FOSTER, SHANNON	1	17.09	Lindell	CSE
LUKAZEWSKI, CHAD	1	17.09	LBMS	504
THORSON, WILBUR	1	17.09	LBHS	CSE
CONNELLY, THOMAS J	1	17.09	East	CSE
GABRIEL, ERIN	1	17.09	East	CSE
LUKAZEWSKI, CHAD	1	17.09	LBMS	504
SPINELLI, KAITLYN E	1	17.09	East	CSE
MCLOUGHLIN, JANE	1	17.09	Lindell	CSE

**(j) Completion of Probationary Appointments**

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

Name: Kyle Swan  
Assign./Loc.: Nutrition Services Director/Districtwide  
Effective Date: September 9, 2021

**3. ACCEPTANCE OF INTERNAL AUDITOR'S REPORT – RISK ASSESSMENT REPORT 2020-2021**

**4. ACCEPTANCE OF INTERNAL AUDITOR'S REPORT AND CORRECTIVE ACTION PLAN- INFORMATION TECHNOLOGY 2019-2020 SCHOOL YEAR**

**BE IT RESOLVED**, that the Board of Education of the Long Beach City School District, based on the recommendation of the District's Audit Committee, accepts the Audit Report for the year ended June 30, 2020 as presented by the District's internal auditor, Shari Diamond, approves the Corrective Action Plan and authorizes and directs the Administration to implement the Corrective Action Plan.

**BE IT FURTHER RESOLVED**, that the Board of Education hereby directs the District Clerk to file a certified copy of this resolution and the District's Corrective Action Plan with the Commissioner of Education and the Office of the State Comptroller.

**5. FIRST READING OF POLICY #3421 TITLE IX AND SEX DISCRIMINATION**

**6. FIRST READING OF POLICY #8130 EQUAL EDUCATIONAL OPPORTUNITIES**

**7. APPROVAL OF AGREEMENT – HIGH SCHOOL HOCKEY LEAGUE OF NASSAU COUNTY**

**WHEREAS**, the Long Beach City School District ("District") desires to enter into an agreement with High School Hockey League of Nassau County, Inc. for the 2021-2022 school year for participation in its activities, which include, but are not limited to, hockey games, game ice, game officials and referees;

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the agreement with High School Hockey League of Nassau County, Inc. in the amount of \$25,000, to for the 2021-2022 school year;

**BE IT FURTHER RESOLVED**, that the Board of Education hereby authorizes the District Assistant Superintendent for Finance and Operations to execute said agreement with Frontline on its behalf.

**8. APPROVAL OF NONRESIDENT TUITION AGREEMENTS**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves non-resident tuition Agreements with two families for the period of September 9, 2021 through June 30, 2022.

**9. APPROVAL OF DISPOSITION OF OBSOLETE TEXTBOOKS**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the disposal of obsolete textbooks which are no longer useful or necessary for school district purposes and of no value to the School District as indicated on a list attached to and made part of this resolution.

## 10. APPROVAL OF SEQRA – LEAD AGENCY DESIGNATION AND TYPE II DETERMINATION

**WHEREAS**, the Board of Education of the Long Beach Public Schools/Lowenstein Public Library desires to embark upon the following capital improvement projects:

- Replacement of two existing roof top HVAC units. Demo, electric, gas piping, adapter curbs and fire alarm tie-ins (the "Project"); and

**WHEREAS**, said capital improvements are subject to classification under the State Environmental Quality Review Act (SEQRA); and

**WHEREAS**, maintenance or repair involving no substantial changes in an existing structure or facility are classified as Type II Actions under the current Department of Environmental Conservation SEQRA Regulations (Section 6 NYCRR 617.5 (c)(1)); and

**WHEREAS**, replacement, rehabilitation or reconstruction of a structure or a facility, in kind, on the same site, including upgrading buildings to meet buildings or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 are classified as Type II Actions under the current Department of Environmental Conservation SEQRA Regulations (Section 6 NYCRR 617.5 (c)(2)); and

**WHEREAS**, the SEQRA Regulations declare Type II Actions to be actions that have no significant impact on the environment and require no further review under SEQRA; and

**WHEREAS**, the Board of Education, as the only involved agency, has examined all information related to the capital improvement projects and has determined that the Project is classified as a Type II Action pursuant to Section 617.5(c)(1) and (2) of the SEQRA Regulations;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Education hereby declares itself lead agency in connection with the requirements of the State Environmental Quality Review Act; and

**BE IT FURTHER RESOLVED**, THAT THE Board of Education, after a review of the proposed action, hereby declares that the Project are Type II Actions, which require no further review under SEQRA; and

**BE IT FURTHER RESOLVED**, that the Board of Education hereby shall forward an official copy of this Resolution to the New York State Education Department together with a copy of the correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of the listed project from the New York State Education Department.

## 11. APPROVAL OF BOCES COOPERATIVE AGREEMENTS

### A) 19/20-007 TREE MAINTENANCE & REMOVAL SERVICE

**WHEREAS**, the Long Beach City School District ("District") wishes to participate in the Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") Cooperative Bid 19/20-007 Tree Maintenance & Removal Service for the 2021-22 school year with Nassau BOCES as the lead agency.

**NOW, THEREFORE, BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves participation in the Nassau BOCES Cooperative Bid 19/20-007 Tree Maintenance & Removal Service for the 2021-22 school year; and

**BE IT FURTHER RESOLVED**, the Board of Education hereby authorizes the Assistant Superintendent for Finance and Operations to execute such documentation as is necessary for participation in Cooperative Bid 19/20-007 Tree Maintenance & Removal Service for the 2021-22 school year.

**B) 19/20-15A OIL & GAS BURNER SERVICE EXT. 2**

**WHEREAS**, the Long Beach City School District ("District") wishes to participate in the Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") Cooperative Bid 19/20-15A Oil & Gas Burner Service Ext. 2 Services for the 2021-22 school year with Nassau BOCES as the lead agency.

**NOW, THEREFORE, BE IT RESOLVED**, upon the recommendation of the Superintendent of Schools, the Board of Education approves participation in the Nassau BOCES Cooperative 19/20-15A Oil & Gas Burner Service Ext. 2 Services for the 2021-22 school year; and

**BE IT FURTHER IT RESOLVED**, the Board of Education hereby authorizes the Assistant Superintendent for Finance and Operations to execute such documentation as is necessary for participation in Cooperative 19/20-15A Oil & Gas Burner Service Ext. 2 Services for the 2021-22 school year.

**12. AWARD OF BIDS – FOOD SERVICES**

**A) AWARD OF BID #423-2021 MILK & MILK PRODUCTS**

**WHEREAS**, the District placed a legal notice advertising a bid for milk and milk products in the official district papers on June 3, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the milk and milk products which bids were opened publicly on June 15, 2021; and

**WHEREAS**, Broadway Heights was the lowest priced responsible bidder of the Bid #432-2021 Milk & Milk Products, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Broadway Heights was the lowest priced responsible bidder of the Bid #432-2021 Milk & Milk Products and approves the award of Bid #432-2021 Milk & Milk Products contract, as detailed in Exhibit A, to Broadway Heights in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**B) AWARD OF BID #440-2021 BREAD & FRESH BAKERY PRODUCTS**

**WHEREAS**, the District placed a legal notice advertising a bid for Bread & Fresh Bakery Products in the official district papers on June 3, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on

the Bread & Fresh Bakery Products Bid #440-2021, which bids were opened publicly on June 15, 2021; and

**WHEREAS**, Grimaldi Bakery was the lowest priced responsible bidder of the Bread & Fresh Bakery Products Bid #440-2021, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Grimaldi Bakery was the lowest priced responsible bidder of the Bread & Fresh Bakery Products Bid #440-2021 and approves the award of the Bread & Fresh Bakery Products Bid #440-2021 contract, as detailed in Exhibit A, to Grimaldi Bakery in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

### **C) AWARD OF BID #433-2021 GROCERIES**

**WHEREAS**, the District placed a legal notice advertising a bid for groceries in the official district papers on June 3, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Bid #433-2021 Groceries which bids were opened publicly on June 15, 2021; and

**WHEREAS**, Big Geysler, H. Schrier, Mivila, Jay Bee and Tropicana were the lowest priced responsible bidders on specific portions of the Bid #433-2021 Groceries, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Big Geysler, H. Schrier, Mivila, Jay Bee and Tropicana were the lowest priced responsible bidders on specific portions of the Bid #433-2021 Groceries and approves the award of those specific portions of the Bid #433-2021 Groceries contract, as detailed in Exhibit A, to Big Geysler, H. Schrier, Mivila, Jay Bee and Tropicana in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

### **D) AWARD OF BID #450-2021 DISPOSABLES**

**WHEREAS**, the District placed a legal notice advertising a bid for Disposables in the official district papers on June 3, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Bid #450-2021 Disposables which bids were opened publicly on June 15, 2021; and

**WHEREAS**, Appco, All Star, J&F, WB Mason, Sterling, Schrier, United and Mivila were the lowest priced responsible bidders on specific portions of the Bid #450-2021 Disposables, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Appco, All Star, J&F, WB Mason, Sterling, Schrier, United and Mivila were the lowest priced responsible bidders on specific portions of the Bid #450-2021 Disposables and approves the award of those specific portions of the Bid #450-2021 Disposables contract, as detailed in Exhibit A, to Appco, All Star, J&F, WB Mason, Sterling, Schrier, United and Mivila in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**E) AWARD OF BID #448-2021 BEVERAGES**

**WHEREAS**, the District placed a legal notice advertising a bid for Beverages in the official district papers on June 3, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Bid #448-2021 Beverages, which bids were opened publicly on June 15, 2021; and

**WHEREAS**, Jay Bee and Big Geyser were the lowest priced responsible bidders on specific portions of the Bid #448-2021 Beverages, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Jay Bee and Big Geyser were the lowest priced responsible bidders on specific portions of the Bid #448-2021 Beverages and approves the award of those specific portions of the Bid #448-2021 Beverages contract, as detailed in Exhibit A, to Jay Bee and Big Geyser in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**F) AWARD OF BID #432A-2021 PROVISIONS**

**WHEREAS**, the District placed a legal notice advertising a bid for Provision in the official district papers on June 24, 2021; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Bid #432A-2021 Provisions, which bids were opened publicly on July 6, 2021; and

**WHEREAS**, Fenn Family Provisions, Inc. was the lowest priced responsible bidder of the Bid #432A-2021 Provisions, as detailed in Exhibit A;

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Fenn Family Provisions, Inc. was the lowest priced responsible bidder of the Bid #432A-2021 Provisions and approves the award of Bid #432A-2021 Provisions contract, as detailed in Exhibit A, to Fenn Family Provisions, Inc. in the amounts listed in Exhibit A, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**13. AWARD OF BID – SECURITY GUARD SERVICES**

**WHEREAS**, the District placed a legal notice advertising a bid for Security Guard Service for the district in the official district papers on July 12, 2021, and provided bid documents to Universal Protection Services, LLC d/b/a Allied Universal Services, Wisdom Protective Services, SJR Security Consultants, LLC, ISS Action, Inc., Strategic Security Corp., Securitas Security Services and Security Professionals; and

**WHEREAS**, the District, in accordance with Article 5-A of the General Municipal Law, invited bids on the Security Guard Services for the district which bids were opened publicly on July 16, 2021; and

**WHEREAS**, Universal Protection Services, LLC d/b/a Allied Universal Services was the lowest priced responsible bidder, see below, on the Security Guard Services Bid;



SECURITY GUARD SERVICES BID – Opened 7/16/2021 @11:00AM			
Contractor	Hourly Rate	Overtime Rate	Daily Vehicle or One Time Training
<b>Universal Protection Services d/b/a Allied Universal Security Services</b>	<b>\$27.36</b>	<b>\$39.62</b>	<b>\$55.00/day</b>
Wisdom Protective Services	\$27.78	\$41.67	\$2.20/hr.
SJR Security Consultants, LLC	\$28.14	\$42.21	\$60.00/day
ISS Action, Inc.	\$32.62	\$28.57	\$32.62/hr. trng
Strategic Security Corp.	\$30.76	\$41.84	
Securitas Security Services	NO BID		
Security Professionals	NO BID		

**THEREFORE, BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education hereby determines that Universal Protection Services, LLC d/b/a Allied Universal Services were the lowest priced responsible bidders on the Security Guard Services Bid and approves the award of the Security Guard Services contract to Universal Protection Services, LLC d/b/a Allied Universal Services, and authorizes the Assistant Superintendent for Finance and Operations to execute said agreement on its behalf.

**14. ACCEPTANCE OF RECOMMENDATIONS FROM THE COMMITTEE ON PRE-SCHOOL SPECIAL EDUCATION AND COMMITTEE ON SPECIAL EDUCATION**

**15. PAYMENT OF LEGAL BILLS: LEGAL SERVICES**

**A) VOLZ & VIGLIOTTA**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$4,583.33 to Volz & Vigliotta for the monthly retainer for general counsel legal services for the period of July 1 through July 31, 2021; \$3,458.33 for the monthly retainer for labor counsel legal services for the period of July 1 through July 31, 2021; \$4,598.33 to Volz & Vigliotta for the monthly retainer for general counsel legal services for the period of August 1 through August 31, 2021; and \$3,458.33 for the monthly retainer for labor counsel legal services for the period of August 1 through August 31, 2021.

**B) FRAZER & FELDMAN**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$23,269.70 to Frazer & Feldman for professional legal services for the period of May 1 through May 31, 2021.

**C) HARRIS BEACH**

**BE IT RESOLVED**, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$774.00 to Harris Beach for general corporate profession services for the period of June 2021; \$3,504.50 for professional services relating to the Lido Golf Course Entrance for the period of March 5, 2021 through April 30, 2021; and \$860.00 for general

corporate professional services for the period January 6, 2021, through March 11, 2021.

**16. APPROVAL OF USE OF SCHOOLS APPLICATIONS**

**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 and/or rescheduled based on building schedule.

**APPLICATIONS FOR USE OF SCHOOLS**

<u>Organization</u>	<u>Purpose</u>	<u>Facility Requested</u>	<u>Date Requested</u>
Long Beach Civil Service	Agility Exam	Veterans Field Long Beach Middle School	August 21, 2021 Saturday 11:30am – 12:30pm
Long Beach Bulldogs	Youth Football	High School Alumni Field	August 1, 2021 through October 28, 2021 Tues and Thurs 6:00pm – 8:30pm
West Hempstead High School	Swim Meets	High School Pool	Tues, September 14, 2021 Fri, September 24, 2021 Thur, September 30, 2021 7:00pm – 9:00pm
Long Beach CYO Basketball	Basketball Practice	Lindell Elementary Gymnasium	Thursdays September 14, 2021 through February 15, 2022 6:00pm – 9:30pm

Long Beach CYO Basketball	Basketball Practice	West Elementary Gymnasium	Mon – Wed - Fri September 13, 2021 through February 18, 2022 6:00pm – 9:30pm
Long Beach CYO Basketball	Basketball Practice	East School Gymnasium	Tuesdays September 14, 2021 through February 1, 2022 6:00pm – 9:30pm
Long Beach Theatre Guild	Theatre Rehearsals and Performance	Lindell Elementary Auditorium	Dates as per the attached schedule
Friedberg JCC	Before School Care	East School Cafeteria and Playground	Mon – Fri September 9, 2021 through June 24, 2022 7:00am – 9:15am
Friedberg JCC	Before and After School Care	Lido Elementary Cafeteria, Gym & Playground	Mon – Fri September 9, 2021 through June 24, 2022 7:00am – 9:15am 2:30pm – 6:00pm

Friedberg JCC	Before and After School Care	Lindell Elementary Cafeteria, Gym, Playground and Athl Fld 1 or 2	Mon – Fri September 9,2021 through June 24, 2022 7:00am – 9:15am 2:30pm – 6:00pm
Friedberg JCC	Before and After School Care	West Elementary Cafeteria, Gym, Playground and West End Community Center	Mon – Fri September 9,2021 through June 24, 2022 7:00am – 9:15am 2:30pm – 6:00pm
Long Beach Football Club	Travel Soccer	Middle School Athletic Fields 11 & 12	Sat. & Sun. August 15. 2021 through February 28, 2022 8:00am – 9:00pm
Long Beach Football Club	Travel Soccer	Middle School Athletic Fields 11 & 12	Mon. – Fri. August 15. 2021 through February 28, 2022 5:30pm – 9:00pm
Long Beach Football Club	Travel Soccer	Middle School Veterans Field	Mon. – Fri. August 15. 2021 through February 28, 2022 6:30pm – 9:30pm

Long Beach Football Club	Travel Soccer	High School Alumni Field	August 15, 2021 through February 28, 2022 Saturdays 12:30pm – 9:00pm Sundays 8:00am – 9:00pm
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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION****Overview**

The District is committed to creating and maintaining education programs and activities which are free from discrimination and harassment. This policy addresses complaints of sex discrimination, including sexual harassment, made under Title IX of the Education Amendments Act of 1972 and its implementing regulations (Title IX). It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Title IX prohibits discrimination on the basis of sex in any education program or activity operated by a district that receives federal financial assistance. As required by Title IX, the District does not discriminate on the basis of sex in its education programs and activities or when making employment decisions.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of sex discrimination, including sexual harassment. The District will promptly respond to reports of sex discrimination, ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections to complainants and respondents, and impose sanctions and implement remedies when warranted.

Inquiries about this policy or the application of Title IX may be directed to the District's Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

**Scope and Application of Policy**

This policy is limited to addressing complaints of sex discrimination, including sexual harassment, that fall within the scope of Title IX which, among other things, has a specific definition of sexual harassment and applies only to sex discrimination occurring against a person in the United States. This policy applies to any individual participating in or attempting to participate in the District's education programs or activities including students and employees.

Other District policies and documents address sex-based misconduct and may have different definitions, standards of review, and grievance procedures. These documents must be read in conjunction with this policy as they may cover incidents of sex-based misconduct not addressed by Title IX.

If the allegations forming the basis of a formal complaint of sexual harassment, if proven, would constitute prohibited conduct under Title IX, then the grievance process outlined in this policy would be applied to the investigation and adjudication of all the allegations. Depending on the allegations, additional grievance procedures may apply.

The dismissal of a formal complaint of sexual harassment under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)****What Constitutes Sex Discrimination Including Sexual Harassment**

Title IX prohibits various types of sex discrimination including, but not limited to: sexual harassment; the failure to provide equal athletic opportunity; sex-based discrimination in a District's science, technology, engineering, and math (STEM) courses and programs; and discrimination based on pregnancy.

Under Title IX, sexual harassment includes conduct on the basis of sex that satisfies one or more of the following:

- a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
- b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- c) Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;
- d) Dating violence, meaning violence committed by a person:
  1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. Where the existence of such a relationship will be determined based on a consideration of the following factors:
    - (a) The length of the relationship;
    - (b) The type of relationship;
    - (c) The frequency of interaction between the persons involved in the relationship;
- e) Domestic violence, meaning felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction; or

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- f) Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1. Fear for his or her safety or the safety of others; or
  2. Suffer substantial emotional distress.

**Title IX Coordinator**

\*The District has designated and authorized the following District employee(s) to serve as its Title IX Coordinator(s):

Michael I. DeVito, Esq.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2090  
[mdevito@lbeach.org](mailto:mdevito@lbeach.org)

Michele Natali, Ed.D  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2112  
[mnatali@lbeach.org](mailto:mnatali@lbeach.org)

The Title IX Coordinator(s), who must be referred to as such, will coordinate the District's efforts to comply with its responsibilities under Title IX. However, the responsibilities of the Title IX Coordinator(s) may be delegated to other personnel.

Where appropriate, the Title IX Coordinator(s) may seek the assistance of the District's Civil Rights Compliance Officer(s) (CRCO(s)) and/or Dignity Act Coordinator(s) (DAC(s)) in investigating, responding to, and remedying complaints of sex discrimination, including sexual harassment.

**Reporting Allegations of Sex Discrimination**

Any person may report sex discrimination, including sexual harassment, regardless of whether they are the alleged victim or not. Reports may be made in person, by using the contact information for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. This report may be made at any time (including during non-business hours) by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

Reports of sex discrimination may also be made to any other District employee including a supervisor, building principal, or the District's CRCO. All reports of sex discrimination, including sexual harassment, will be forwarded to the District's Title IX Coordinator. Reports may also be forwarded to other District employees depending on the allegations.

All District employees who witness or receive an oral or written report of sex discrimination must immediately inform the Title IX Coordinator. Failure to immediately inform the Title IX Coordinator may subject the employee to discipline.

(Continued)

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**



## Community Relations

Making a report of sexual harassment is not the same as filing a formal complaint of sexual harassment. A formal complaint is a document either filed by a complainant or a parent or legal guardian who has a right to act on behalf of the complainant or signed by the Title IX Coordinator which alleges sexual harassment against a respondent and requests that the District investigate the allegations. While the District must respond to all reports it receives of sexual harassment, the Title IX grievance process is only initiated with the filing of a formal complaint.

In addition to complying with this policy, District employees must comply with any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*. This includes, but is not limited to, Policy #7550 -- Dignity for All Students (DASA) which requires District employees to make an oral report promptly to the Superintendent or principal, their designee, or the DAC not later than one school day after witnessing or receiving an oral or written report of harassment, bullying, and/or discrimination of a student. Two days after making the oral report, DASA further requires that the District employee file a written report with the Superintendent or principal, their designee, or the DAC.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

### **Grievance Process for Complaints of Sex Discrimination Other than Sexual Harassment**

The District will provide for the prompt and equitable resolution of reports of sex discrimination other than sexual harassment. In responding to these reports, the Title IX Coordinator will utilize, as applicable, the grievance process set forth in Policy #3420 -- Non-Discrimination and Anti-Harassment in the District and any other applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

### **Grievance Process for Formal Complaints of Sexual Harassment**

The District will respond to allegations of sexual harassment in a manner that is not deliberately indifferent whenever it has actual knowledge of sexual harassment in an education program or activity of the District. The District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For purposes of reports and formal complaints of sexual harassment under Title IX, education program or activity includes locations, events, or circumstances over which the District exercised substantial control over both the respondent(s) and the context in which the sexual harassment occurred.

The District will follow a grievance process that complies with law and regulation before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

(Continued)

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

## Community Relations

The District will conduct the grievance process in a timely manner designed to provide all parties with a prompt and equitable resolution. It is anticipated that, in most cases, the grievance process will be conducted within a reasonably prompt manner and follow the time frames established in this policy.

Definitions

- a) "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to a District's Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in this policy.
- b) "Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- c) \*"Days" means school days, and excludes any weekday during which the school is closed.
- d) "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the District investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by email, by using the contact information required to be listed for the Title IX Coordinator, and by any additional method designated by the District. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by email or through an online portal provided for this purpose by the District) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party, and must comply with the requirements of law and regulation.
- e) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

(Continued)

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

## Community Relations

- f) "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. These measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

General Requirements for the Investigative and Grievance Process

During the investigation of a formal complaint and throughout the grievance process, the District will ensure that:

- a) Complainants and respondents are treated equitably. This includes applying any provisions, rules, or practices incorporated into the District's grievance process, other than those required by law or regulation, equally to both parties.
- b) All relevant evidence is objectively evaluated, including both inculpatory and exculpatory evidence. Inculpatory evidence implicates or tends to implicate an individual in a crime or wrongdoing. Exculpatory evidence frees or tends to free an individual from blame or accusation.
- c) The Title IX Coordinator, investigator, decision-maker involved in the grievance process, or any person designated by the District to facilitate any informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- d) Respondents are presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- e) The grievance process, including any appeals or informal resolutions, is concluded within a reasonably prompt time frame and that the process is only temporarily delayed or extended for good cause. Good cause includes, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for

(Continued)

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

## Community Relations

language assistance or accommodation of disabilities. Whenever the time frame is temporarily delayed or extended, written notice will be provided to all complainants and respondents of the delay or extension and the reasons for the action.

- f) The range of possible disciplinary sanctions and remedies that may be implemented by the District following any determination regarding responsibility are described to any known party.
- g) The same standard of evidence is used to determine responsibility in all formal complaints.
- h) The procedures and permissible bases for an appeal are known to all complainants and respondents.
- i) The range of supportive measures available are known to all complainants and respondents.
- j) There is no requirement, allowance of, reliance on, or otherwise use of questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.
- k) The burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not on the parties.
- l) The Title IX Coordinator, the investigator, any decision-maker, or any other person participating on behalf the District does not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the District obtains that party's voluntary, written consent to do so for the grievance process. If the party is not an eligible student, as defined in FERPA as a student who has reached 18 years of age or is attending a post-secondary institution, the District will obtain the voluntary, written consent of a parent.
- m) The parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- n) Credibility determinations are not be based on a person's status as a complainant, respondent, or witness.
- o) The ability of either party to discuss the allegations under investigation or to gather and present relevant evidence is not restricted.
- p) The parties are provided with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney,

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

and not limit the choice or presence of advisor for any complainant or respondent in any meeting or grievance proceeding. However, the District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

- q) Written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, is provided to any party whose participation is invited or expected with sufficient time for the party to prepare to participate.
- r) The parties are provided with equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the District does not intend to rely on in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- s) Any document sent to a minor or legally incompetent person is also sent to the party's parent or legal guardian.
- t) Any document sent to a party is also sent to the party's advisor, if known.

**After a Report of Sexual Harassment Has Been Made**

After receiving a report of sexual harassment, the Title IX Coordinator will:

- a) Promptly contact the complainant to discuss and offer appropriate supportive measures;
- b) Immediately inform the complainant both of the range of appropriate supportive measures available and that these measures are available regardless of whether a formal complaint is filed;
- c) Consider the complainant's wishes with respect to supportive measures; and
- d) Explain to the complainant the process for filing a formal complaint.

The Title IX Coordinator shall, to the extent appropriate, also contact the respondent to discuss and/or impose supportive measures.

Requests for confidentiality or use of anonymous reporting may limit how the District is able to respond to a report of sexual harassment.

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Emergency Removal and Administrative Leave

At any point after receiving a report or formal complaint of sexual harassment, the District may immediately remove a respondent from the District's education program or activity on an emergency basis, provided that the District:

- a) Undertakes an individualized safety and risk analysis;
- b) Determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal; and
- c) Provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

The District should coordinate their Title IX compliance efforts with special education staff when initiating an emergency removal of a student with a disability from an education program or activity as the removal could constitute a change of placement under the IDEA or Section 504.

The District may place a non-student employee respondent on administrative leave with or without pay during the pendency of the grievance process in accordance with law and regulation and any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Filing a Formal Complaint

A complainant may file a formal complaint with the Title IX Coordinator in person or by mail, email, or other method made available by the District. The complainant must be participating in or attempting to participate in the education program or activity of the District at the time of filing the complaint. The filing of a formal complaint initiates the grievance process.

A formal complaint must be signed by the complainant, the complainant's parent or legal guardian as appropriate, or the Title IX Coordinator. Where a parent or legal guardian signs the complaint, the parent or legal guardian does not become the complainant; rather the parent or legal guardian acts on behalf of the complainant. The Title IX Coordinator may sign the formal complaint, but his or her signature does not make him or her a complainant or a party to the complaint. If the formal complaint is signed by the Title IX Coordinator, the Title IX Coordinator is still obligated to comply with the grievance process outlined in this policy.

The complainant, or the complainant's parent or legal guardian, must physically or digitally sign the formal complaint, or otherwise indicate that the complainant is the person filing the formal complaint. When a formal complaint is filed, the Title IX Coordinator must send a written notice of allegations to all parties which includes the identities of all known parties.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

The District will not discriminate on the basis of sex in its treatment of a complainant or a respondent in responding to a formal complaint of sexual harassment.

The formal complaint form may be obtained from the District's Title IX Coordinator or found on the District's website.

Consolidation of Formal Complaints

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Written Notice of Allegations

Upon receipt of a formal complaint, the District will send all known parties written notice of:

- a) The District's grievance process, including any informal resolution process; and
- b) The allegations of sexual harassment which will:
  1. Provide sufficient details known at the time and sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  2. State that the respondent is presumed not to be responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
  3. Inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney;
  4. Inform the parties that they may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint; and
  5. Include notice of any provision in any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about any complainant or respondent that were not included in the initial notice, the District will provide another notice of the additional allegations to the parties whose identities are known.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Investigation of a Formal Complaint

The Title IX Coordinator will oversee the District's investigation of all formal complaints. During the investigation of a formal complaint, the Title IX Coordinator or another District employee may serve as the District's investigator. The District may also outsource all or part of an investigation to appropriate third parties. The outsourcing of all or part of an investigation does not relieve the District from its obligation to comply with law and regulation.

It is anticipated that most investigations will be completed within ten school days after receiving a formal complaint.

During the investigation of a formal complaint, the investigator will, as appropriate:

- a) Collect, review, and preserve all evidence including, but not limited to, any relevant documents, videos, electronic communications, and phone records.
- b) Interview all relevant persons including, but not limited to, any complainants, respondents, and witnesses. Interviews of complainants and respondents will be conducted separately. If a student is involved, the District will follow any applicable District policy, procedure, or other document such as the District's *Code of Conduct* regarding the questioning of students.
- c) Create written documentation of the investigation (such as a letter, memo, or email), which contains the following:
  1. A list of all documents reviewed, along with a detailed summary of relevant documents;
  2. A list of names of those interviewed, along with a detailed summary of their statements;
  3. A timeline of events; and
  4. A summary of prior relevant incidents, reported or unreported.
- d) Keep any written documentation and associated documents in a secure and confidential location.

Prior to completion of the investigative report, the District will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten days to submit a written response, which the investigator will consider prior to completion of the investigative report.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

At the end of the investigation, an investigative report will be created that fairly summarizes all relevant evidence.

At least ten days prior to a hearing or other determination regarding responsibility, the investigative report will be sent to each party and the party's advisor, if any, in an electronic format or a hard copy, for their review and written response.

Dismissal of a Formal Complaint

The District must investigate the allegations in a formal complaint. The District must dismiss a formal complaint under Title IX if the complaint was filed maliciously or if the conduct alleged:

- a) Would not constitute sexual harassment even if proven;
- b) Did not occur in the District's education program or activity; or
- c) Did not occur against a person in the United States.

Further, the District may dismiss a formal complaint or any of its allegations under Title IX, if at any time during the investigation or hearing:

- a) A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any of its allegations;
- b) The respondent is no longer enrolled or employed by the District; or
- c) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or any of its allegations.

Upon a dismissal of a formal complaint, the District must promptly send written notice of the dismissal and reason(s) for the dismissal simultaneously to the parties.

The dismissal of a formal complaint under Title IX does not preclude action under another related District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

Informal Resolutions

Before reaching a determination regarding responsibility, but only after a formal complaint is filed, the District may offer and facilitate the use of an informal resolution process, such as mediation, that does not involve a full investigation and adjudication of the formal complaint.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

It is anticipated that most informal resolutions will be completed within ten school days.

The District will not require that parties participate in an informal resolution process. The District will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student. Further, the District will not require the waiver of the right to an investigation and adjudication of formal complaints of sexual harassment as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right.

If the District offers and facilitates the use of an informal resolution process, it will:

- a) Provide written notice to all known parties which details:
  1. The allegations in the formal complaint;
  2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint;
  3. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared; and
- b) Obtain the parties' voluntary, written consent to the informal resolution process.

**Hearings and Determination Regarding Responsibility**

The District will designate an individual decision-maker or a panel of decision-makers to issue a written determination regarding responsibility. A decision-maker can either be a District employee or, where appropriate, a third-party. They cannot be the same individual as either the Title IX Coordinator or the investigator(s).

The District's grievance process may, but is not required to, provide for a hearing. The determination as to whether a hearing will be provided will be made on a case-by-case basis. If a hearing is provided, the District will make all evidence subject to the parties' inspection and review available to give each party equal opportunity to refer to this evidence during the hearing, including for purposes of cross-examination.

With or without a hearing, before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to:

- a) Submit written, relevant questions that a party wants asked of any party or witness within five school days after the parties have received the investigative report;

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- b) Provide each party with the answers given by any party or witness within five school days of receiving the questions; and
- c) Allow for additional, limited follow-up questions and responses from each party to occur within two school days after the parties have received responses to their initial questions.

Questions and evidence about a complainant's sexual predisposition or prior sexual behavior will not be considered, unless the questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

The decision-maker(s) will issue a written determination regarding responsibility to the Title IX Coordinator, the Superintendent, and all parties simultaneously within thirty school days after all follow-up questions have been responded to or after the hearing, if one has been provided.

To reach this determination, the decision-maker(s) will use clear and convincing evidence standard which is the standard of evidence that will be applied in all formal complaints of sexual harassment. This standard is understood to mean concluding that a fact is highly probable to be true.

The written notice of the determination regarding responsibility will include:

- a) Identification of the allegations potentially constituting sexual harassment;
- b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
- c) Findings of fact supporting the determination;
- d) Conclusions regarding the application of any applicable District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct* to the facts;
- e) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District is imposing on the respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity will be provided by the District to the complainant; and
- f) The District's procedures and permissible bases for the complainant and respondent to appeal.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**Finality of Determination Regarding Responsibility

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination regarding responsibility for sexual harassment has been made against the respondent, remedies will be provided to a complainant and disciplinary sanctions may be imposed on a respondent. Remedies will be designed to restore or preserve equal access to the District's education program or activity. Remedies and disciplinary sanctions will be implemented in accordance with applicable laws and regulations, as well as any District policy, procedure, collective bargaining agreement, or other document such as the District's *Code of Conduct*.

The Title IX Coordinator is responsible for the effective implementation of any remedies and/or disciplinary sanctions. The Title IX Coordinator will work with other individuals as necessary to effectively implement remedies and/or disciplinary sanctions.

Appeals

Either party may file an appeal from a determination regarding responsibility or from the District's dismissal of a formal complaint or any of its allegations. Appeals must be submitted in writing to the Title IX Coordinator within ten school days of the written notice of the determination regarding responsibility or dismissal of the formal complaint or any of its allegations.

An appeal may only be based upon one or more of the following bases:

- a) Procedural irregularity that affected the outcome of the matter;
- b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c) The Title IX Coordinator, investigator, or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The bases on which a party is seeking an appeal should be specifically stated in the party's written appeal.

Upon receipt of an appeal, the District will:

- a) Notify the other party in writing that an appeal has been filed and implement appeal procedures equally for both parties;
- b) Ensure that any decision-maker for the appeal:

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

1. Is not the same person as any decision-maker that reached the initial determination regarding responsibility or dismissal, investigator, or Title IX Coordinator;
  2. Does not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent;
- c) Give all parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome. Parties will have to submit these written statements within ten school days after the parties have been notified of the appeal;
- d) Issue a written decision describing the result of the appeal and the rationale for the result; and
- e) Provide the written decision simultaneously to the Title IX Coordinator, the Superintendent, and all parties within ten school days after receiving the parties written statements in support of, or challenging, the outcome.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The District prohibits retaliation against any individual for the purpose of interfering with his or her Title IX rights or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing under Title IX.

Charging an individual with *Code of Conduct* or other applicable violations that do not involve sex discrimination, including sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination for the purpose of interfering with any right or privilege secured by Title IX, constitutes retaliation. Charging an individual with a *Code of Conduct* or other applicable violation for making a materially false statement in bad faith during a grievance proceeding does not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

All complaints alleging retaliation will be handled in a manner consistent with the District's policies and procedures regarding the investigation of discrimination and harassment complaints, including Policy #3420 -- Non-Discrimination and Anti-Harassment in the District.

If the Title IX Coordinator is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another Title IX Coordinator, if the District has designated another individual to serve in that capacity. If the District has not designated another Title IX Coordinator, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the Title IX Coordinator.

**Confidentiality**

Except where disclosure may be permitted or required by law or regulation, the District will keep confidential the identity of any:

(Continued)

## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

- a) Individual who has made a report or complaint of sex discrimination;
- b) Individual who has made a report or filed a formal complaint of sexual harassment;
- c) Complainant;
- d) Individual who has been reported to be the perpetrator of sex discrimination;
- e) Respondent; and
- f) Witness.

**Training**

The District will ensure that:

- a) All Title IX Coordinators, investigators, decision-makers, or persons who facilitate an informal resolution process receive training on:
  - 1. The definition of sexual harassment as defined in Title IX;
  - 2. The scope of the District's education program or activity;
  - 3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- b) All decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.
- c) All investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- d) All District employees receive training on mandatory reporting obligations and any other responsibilities that they may have relative to Title IX.

Materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment. Training materials will be made publicly available on the District's website.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)****Notification**

The District will notify students, parents or legal guardians of students, employees, applicants for employment, and all unions or professional organizations holding collective bargaining or professional agreements with the District of this policy.

Further, the District will prominently publish this policy and the contact information for the Title IX Coordinator(s) on its website and in other publications, including in each handbook or catalog that it makes available to the individuals and entities referenced above.

**Recordkeeping**

For a period of seven years, the District will retain the following:

- a) Records of each sexual harassment investigation including any:
  1. Determination regarding responsibility;
  2. Audio or audiovisual recording or transcript required under law or regulation;
  3. Disciplinary sanctions imposed on the respondent; and
  4. Remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity.
- b) Any appeal and its result.
- c) Any informal resolution and its result.
- d) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e) For each response to sexual harassment where the District had actual knowledge of sexual harassment in its education program or activity against a person in the United States, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If a District does not provide a complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

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## Community Relations

**SUBJECT: TITLE IX AND SEX DISCRIMINATION (Cont'd.)**

20 USC § 1092(f)(6)(A)(v)  
20 USC § 1681, et. seq.  
34 USC § 12291(a)(8, 10, and 30)  
34 CFR Part 106  
Education Law § 13  
8 NYCRR § 100.2(kk)

NOTE: Refer also to Policies #3420 -- Non-Discrimination and Anti-Harassment in the District  
#6121 -- Sexual Harassment in the Workplace  
#7550 -- Dignity for All Students  
*District Code of Conduct*

First Reading: August 10, 2021  
Second Reading:  
Adoption:



**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES****Overview**

The District is committed to creating and maintaining an environment which is free from discrimination and harassment. This policy addresses the provision of equal educational opportunities to students. It is just one component of the District's overall commitment to maintaining a discrimination and harassment-free educational and work environment.

Consistent with this commitment and in accordance with law and regulation, the District provides equal opportunity for students and does not discriminate against any student enrolled in (or any candidate for admission to) its programs and activities on the basis of any legally protected class or category including, but not limited to: race; color; religion; disability; national origin; sexual orientation; gender identity or expression; military status; sex; age; marital status; pregnancy; parental status; weight; ethnic group; or religious practice. Further, the District provides equal access to its facilities to any group listed in Title 36.

The District adopts this policy as part of its effort to provide for the prompt and equitable resolution of complaints of discrimination. The District will promptly:

- a) Respond to reports of discrimination;
- b) Ensure that all investigations are conducted within a reasonably prompt time frame and under a predictable fair grievance process that provides due process protections;
- c) Impose disciplinary measures;
- d) implement remedies when warranted.

Inquiries about this policy may be directed to the District's Civil Rights Compliance Officer(s) (CRCO(s)):

Michael I DeVito, Esq.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2090  
[mdevito@lbeach.org](mailto:mdevito@lbeach.org)

Michele Natali, Ed.D.  
235 Lido Boulevard  
Lido Beach, NY 11561  
516-897-2112  
[mnatali@lbeach.org](mailto:mnatali@lbeach.org)

**Educational Services for Married/Pregnant Students**

The opportunity to participate in all of the programs and activities of the District will not be restricted or denied because of pregnancy, parenthood, or marriage. Pregnant students will be encouraged to remain and participate in District programs. The forms of instruction provided to these students may include any or all of the following:

- a) Remain in school with provisions for special instruction, scheduling, and counseling as needed;

(Continued)

## Instruction

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES (Cont'd.)**

- b) Receive home instruction;
- c) Attend BOCES programs.

The Superintendent or designee, in consultation with student services staff, the school physician, and the student's personal physician, may make program modifications which are feasible and necessary to accommodate the special needs of these students.

**Reporting Allegations of Discrimination**

In order for the District to implement this policy, and to take corrective action as warranted, it is important that students who believe that they have been a victim of discrimination, as well as any other person who has knowledge of or witnesses any possible discrimination, report the alleged conduct or incident as soon as possible. Reports of discrimination may be made orally or in writing to any District employee including, but not limited to, a teacher, building principal, or CRCO.

All District employees who witness or receive an oral or written report of discrimination must immediately inform the CRCO. Failure to immediately inform the CRCO may subject the employee to discipline. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Additionally, District employees must comply with reporting requirements in any other applicable District policy or document. Applicable policies or documents may include: Policy #3420 -- Non-Discrimination and Anti-Harassment in the District; Policy #3421 -- Title IX and Sex Discrimination; Policy #7550 -- Dignity for All Students; and the District's *Code of Conduct*.

**Grievance Process for Complaints of Discrimination**

The District will act to promptly, thoroughly, and equitably investigate all complaints, whether oral or written, of discrimination and will promptly take appropriate action to protect students from further discrimination.

Various District policies and documents address discrimination. These policies and documents may include: Policy #3420 -- Non-Discrimination and Anti-Harassment in the District; Policy #3421 -- Title IX and Sex Discrimination; Policy #7550 -- Dignity for All Students; and the District's *Code of Conduct*. All complaints will be handled in accordance with the applicable District policies and/or documents.

The determination as to which District policies and/or documents are applicable is fact specific, and the CRCO may work with other District staff such as the District's Title IX Coordinator(s) and/or Dignity Act Coordinator(s) (DAC(s)) to determine which District policies and/or documents are applicable to the specific facts of the complaint.

(Continued)

## Instruction

**SUBJECT: EQUAL EDUCATIONAL OPPORTUNITIES (Cont'd.)**

If an investigation reveals that discrimination has occurred, the District will take immediate corrective action as warranted. This action will be taken in accordance with applicable law and regulation, as well as any applicable District policy, regulation, procedure, collective bargaining agreement, third-party contract, or other document such as the District's *Code of Conduct*.

**Prohibition of Retaliatory Behavior (Commonly Known as "Whistle-Blower" Protection)**

The District prohibits retaliation against any individual because the individual made a report or complaint, testified, assisted, or participated or refused to participate in an investigation, proceeding, or hearing related to a complaint of discrimination.

Complaints of retaliation may be directed to the CRCO. If the CRCO is unavailable, including due to a conflict of interest or other disqualifying reason, the report will be directed to another CRCO, if the District has designated another individual to serve in that capacity. If the District has not designated another CRCO, the Superintendent will ensure that another person with the appropriate training and qualifications is appointed to act as the CRCO.

Where appropriate, follow-up inquiries will be made to ensure that the discrimination has not resumed and that those involved in the investigation have not suffered retaliation.

Age Discrimination Act of 1975, 42 USC § 6101 et seq.  
 Americans with Disabilities Act (ADA), 42 USC § 12101 et seq.  
 Equal Educational Opportunities Act of 1974, 20 USC § 1701 et seq.  
 Section 504 of the Rehabilitation Act of 1973, 29 USC § 790 et seq.  
 Title IV of the Civil Rights Act of 1964, 42 USC § 2000c et seq.  
 Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq.  
 Title IX of the Education Amendments Act of 1972, 20 USC § 1681 et seq.  
 28 CFR Part 35  
 34 CFR Parts 100, 104, 106, 110, and 270  
 45 CFR Part 86  
 Civil Rights Law §§ 40, 40-c, and 47-b  
 Education Law §§ 10-18, 313, 2801, 3201, and 3201-a  
 New York State Human Rights Law, Executive Law § 290 et seq.  
 8 NYCRR § 100.2  
 9 NYCRR § 466 et seq.

NOTE: Refer also to Policies  
 #3410 -- Code of Conduct  
 #3420 -- Non-Discrimination and Anti-Harassment in the District  
 #3421 -- Title IX and Sex Discrimination  
 #7550 -- Dignity for All Students  
 #7551 -- Sexual Harassment of Students  
 District *Code of Conduct*

First Reading: August 10, 2021

Second Reading:

Adoption:

## **FOOD SERVICES BID AWARDS**

### **EXHIBIT A**

#### **A) Milk & Milk Products Bid #423-2021**

- Advertised 6/3/21 and Bid Opened 6/15/21
- Winning Bid was Broadway Heights Dairy – Total Bid \$76,266.38
- Bid was sent to Tuscan Dairy Farms, Maximum Quality Foods and US Foods but none of them sent any formal bids back.

#### **B) Bread & Fresh Bakery Products Bid #440-2021**

- Advertised 6/3/21 and Bid Opened 6/15/21
- Winning bid was Grimaldi Bakery – Total bid \$126,923.75
- Bid was sent to Rockland Bakery, Maximum Quality Foods and US Foods but none of them sent any formal bids back.

#### **C) Groceries Bid 433-2021**

- Advertised 6/3/21 and Bid Opened 6/15/21
- Winning bid was Big Geyser, H. Schrier, Mivila, Jay Bee and Tropicana. Please see the attached spreadsheet.
- Bid was sent to Driscoll Foods, J. Kings Food Service, Just Goods, Sysco Long Island, US Foods and Maximum Quality Foods but none of them sent any formal bids back.

#### **D) Disposables Bid 450-2021**

- Advertised 6/3/21 and Bid Opened 6/15/21
- Winning bid was Appco, All Star, J & F, WB Mason, Sterling, Schrier, United and Mivila. Please see the attached spreadsheet.
- Bids from Unipak were rejected. Bids were also sent to Maximum Quality Foods, J. Kings Food Service and US Foods but none of them sent any formal bids back.

#### **E) Beverages Bid 448-2021**

- Advertised 6/3/21 and Bid Opened 6/15/21
- Winning bid was Jay Bee and Big Geyser. Please see the attached spreadsheet.
- Bids from WB Mason were rejected. Bids were also sent to Maximum Quality Foods and US Foods but none of them sent any formal bids back.

#### **F) Provisions Bid #432A-2021**

- Advertised 6/24/21 and Bid Opened 7/6/21
- Winning Bid was Fenn Family Provisions, Inc. – Total Bid \$84,309
- Bid was sent to Maximum Quality Foods, Mivila Foods and US Foods but none of them sent any formal bids back.