

April 27, 2015

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School Library of the Westhampton Beach Public Schools, Westhampton Beach, New York, on April 27, 2015.

Board of Education members present: Ms. Suzanne M. Mensch, Mr. Halsey C. Stevens, Ms. Claire Bean, Mr. Bryan Dean, Ms. Joyce Donneson and Mr. James N. Hulme.

Absent: Mr. George R. Kast

Also Present: Michael R. Radday, Superintendent of Schools; Judy McCarthy, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Kathleen Kathleen O'Hara, Assistant Superintendent for Business; Lisa Slover, Elementary School Principal; and approximately 35 staff, students & community members.

The meeting was called to order by Ms. Suzanne M. Mensch, President, at 7:05 PM.

The pledge was conducted.

Ms. Slover and Odyssey of the Mind advisors, Ms. Haack and Ms. Maggio, and student members gave a presentation on the activities and competitions that the club participated in this year. Certificates of achievement were presented to the students.

#### PUBLIC PARTICIPATION

Mr. Wisnoski raised questions about the future of sending district student enrollment in the district.

#### APPROVAL OF MINUTES

On motion of Mr. Stevens, second by Ms. Donneson, the minutes of the April 13, 2015 Board of Education meeting to be and hereby are approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Donneson, the minutes of the April 22, 2015 special meeting (BOCES vote) to be and hereby are approved.

Vote: Yes 6 No 0

#### SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of March 11, 13, 17, 23, 27 and April 17, 2015.

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

Vote: Yes 6 No 0

## FINANCIAL REPORTS

On motion of Mr. Stevens, second by Mr. Dean, Tuition Payments through March 31, 2015; Cash Flow, Fund Balance; Trial Balances; Budget Status Report as of March 31, 2015; Revenue Status through March 31, 2015; Budget Transfer Report for March 2015; Extraclass Activities Reports (HS – Feb, MS – Jan 2015); Collateral Report; Audited and Paid Claims through April 16, 2015, and Scholarship Reports; to be and hereby are approved.

Vote: Yes 6 No 0

Mr. Radday took a moment to talk about state assessments.

## NEW SCHOLARSHIP FUND & DONATIONS

On motion of Mr. Dean, second by Mr. Stevens, the resolution to accept donations to establish a new scholarship fund in memory of Jennifer Tufo Feuerman, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

## SCHOLARSHIP AWARDS

On motion of Mr. Dean, second by Mr. Stevens, the resolution authorizing the awards and disbursement of funds from the following scholarship accounts, to be and hereby is adopted:

Fred R. Funk Accounting Award  
Cory Hubbard Memorial Scholarship  
Laurance Makransky Scholarship  
Reina Nash Foundation Scholarship  
Melissa J. Payne Memorial Award  
Suffolk ASBO Scholarship  
Gordon A. Werner Scholarship  
Jennifer Tufo Feuerman Memorial Scholarship

Vote: Yes 6 No 0

## BOCES QUESTAR III FUND SURPLUS

On motion of Mr. Dean, second by Mr. Stevens, the resolution authorizing the execution of the following resolution agreement and release, to be and hereby is adopted:

### **FUND SURPLUS RESOLUTION AGREEMENT AND RELEASE**

This Fund Surplus Resolution Agreement And Release (“Agreement”) is by and between the Westhampton Beach School District (“District”), 340 Mill Road, Westhampton Beach, NY 11978, and the Board of Cooperative Educational Services Rensselaer - Columbia - Greene Counties (“Questar III”, which shall be defined to include Questar III’s Board members, administrators, officers, employees, attorneys, agents, representatives, successors and assigns), 10 Empire State Boulevard, Castleton, NY 12033. The District and Questar III may be referred to collectively herein as the “Parties.”

WHEREAS, Questar III retained D’Arcangelo & Co, LLP (“D’Arcangelo”) to conduct an independent audit of the funds that Questar III has accrued for purposes of satisfying future liabilities for post-retirement and other post-employment benefits (“OPEB”); and

WHEREAS, D’Arcangelo issued an Agreed-Upon Procedures Report on July 21, 2014 (the “Report”) which, among other things, confirmed the total balance of funds accrued by Questar III for OPEB purposes as of June 30, 2013 and, of that balance, amounts that could be returned to the component and non-

component school districts who participated in the relevant programs conducted by Questar III (“Accrual Amount”); and

WHEREAS, the Questar III Board has adopted a plan by which the OPEB Accrual Amount will be returned to such component and non-component school districts (the “Plan”), utilizing the basis for return set forth in the Report, and

WHEREAS, the Plan has received approval from the State Education Department; and

WHEREAS, the Parties hereto wish to memorialize the terms by which the District will participate in the Plan;

NOW, THEREFORE, THE PARTIES HEREBY AGREED AS FOLLOWS:

1. Questar III will return to the District a total of \$408.42 (the “Payment Amount”), which by this Agreement shall be deemed to constitute the District’s full and complete entitlement to its share of the OPEB Accrual Amount. The Payment Amount shall be returned over a period not to exceed five years as follows:

**District: Westhampton Beach School District**

<b>Year ending June 30,</b>	<b>OPEB Accruals Return to be Credited to Administrative Levy</b>	<b>% of Total Return to District</b>
<b>2016</b>	\$408.42	100
<b>Total Return of OPEB Accruals to District</b>	\$408.42	100

The Payment Amount as set forth above shall be returned in the form of a credit against the amount that the District otherwise is required to contribute to Questar III for non-component district CoSer charges in each of the school years set forth in the Payment Schedule above. If the portion of the Payment Amount to be returned in any school year exceeds the amount that the District must otherwise remit to Questar III, the excess balance shall be added to the portion of the Payment Amount to be returned in the next subsequent school year pursuant to the above Payment Schedule. If any such excess balance remains after the final year of the Payment Schedule, the excess balance shall be credited against the District’s required contribution to Questar III in the next subsequent school year, and any additional school years as may be necessary to fully return the Payment Amount to the District. In no case shall Questar III be required to return any portion of the Payment Amount in the form of a cash payment to the District, or in any other manner except as set forth herein.

2. The District hereby accepts the return of the Payment Amount, as set forth herein, as full and complete satisfaction of any claim or entitlement the District would otherwise have, by law, contract, equity or otherwise, to return of any portion of the Accrual Amount.
3. In consideration for the return of the Payment Amount as set forth herein, the District hereby releases and discharges Questar III from any and all obligations, claims or

liabilities, of any nature, that relate to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, and the District hereby agrees that it will not commence, maintain or cooperate with any action, proceeding or claim in law or equity, of any nature or in any forum, against Questar III in relation to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement, which shall include but not be limited to any action, proceeding or claim in law or equity, seeking to recover (a) any portion of the Accrual Amount beyond that which is set forth in this Agreement, or (b) any other payment or relief that relates in any way to the Accrual Amount and/or Questar III's OPEB accruals up to the date of execution of this Agreement.

4. The District agrees that presentation of this Agreement shall serve as the District's unqualified and irrevocable consent to discontinue with prejudice any action, proceeding or claim in law or equity, commenced or maintained by or on behalf of the District and/or its officers in violation of the terms of this Agreement.
5. The Parties affirm that this Agreement fully and completely sets forth the agreed upon resolution of any rights, entitlements or claims that the District may have in relation to the Accrual Amount, and that no other promises or agreements have been made or would be effective in relation to the Accrual Amount.
6. The District and Questar III hereby each respectively affirm that the execution of this Agreement has been authorized by action of its Board of Education.

Vote: Yes 6 No 0

#### GOVERNMENT EFFICIENCY PLAN

On motion of Mr. Stevens, second by Mr. Dean, the resolution authorizing the execution of the following resolution, to be and hereby is adopted:

##### Government Efficiency Plan resolution

RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education designates the Southampton UFSD as lead entity for purposes of submission of the Government Efficiency Plan on behalf of the Westhampton Beach UFSD.

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Superintendent and the Chief Financial Officer (Assistant Superintendent for Business) to certify the submission of the attached Government Efficiency Plan on behalf of the Westhampton Beach UFSD and provide to the Southampton UFSD as the lead entity.

Vote: Yes 6 No 0

## HEALTH SERVICES CONTRACT

On motion of Mr. Stevens, second by Mr. Dean, the Health Services Contract with the Riverhead CSD for the 2015/16 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

## SUNSHINE ALTERNATIVE EDUCATION CENTER

On motion of Mr. Stevens, second by Mr. Dean, the resolution authorizing the execution of a contract with Sunshine Alternative Education Center for an individual student for the 2014/15 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

## SURPLUS - HS BROADCAST JOURNALISM EQUIPMENT

On motion of Mr. Stevens, second by Mr. Dean, the request from Dr. Short to surplus the following high school broadcast journalism equipment, to be and hereby is approved:

- 1 Panasonic camera (in case)
- 1 Panasonic 1999 TV
- 1 JVC 2003 TV
- 1 Panasonic 2001 TV
- 1 unknown TV
- 1 Panasonic VCR
- 1 SHARP VCR
- 1 Panasonic keyboard
- 2 IBM keyboards
- 1 Panasonic editing controller (1992, non-functional)
- 3 Panasonic cameras (in cases)
- 1 RCA camera (1992, non-functional)
- 3 camera cases
- 1 Panasonic VCR (1992)
- 1 Sony AC adaptor/charger (1992)
- 1 VHS
- 2 JVC VCR's
- 1 JVC editing control unit (1997, non-functional)
- 1 Sony Handycam (non functional)
- 1 Sony microphone (end of life)
- 1 Panasonic AC adaptor
- 1 Sony microphone case
- 2 Sony AC adaptor operating instructions
- 1 Sony Digital Video Camera Recorder instructions (non functional)
- 1 Audio-technical box (non functional)
- 4 Tripod cases
- 1 Panasonic camera (End of life)
- 6 Cannon cameras
- 4 Sony Handycam's (End of life)
- 1 Microphone (non functional)
- 4 large tripods (1990)
- 3 large televisions (1990)
- 7 small televisions (1990)
- 6 VCR players (1990)

Vote: Yes 6 No 0

ELLEN PYSER

On motion of Mr. Stevens, second by Mr. Dean, the resignation of Ellen Pyser as a senior clerk typist effective May 15, 2015, to be and hereby is accepted.

Vote: Yes 6 No 0

ADRIANA SEDANO

On motion of Mr. Stevens, second by Mr. Dean, the request from Adriana Sedano for an extension of her unpaid childcare leave of absence through April 8, 2016, to be and hereby is approved.

Vote: Yes 6 No 0

SHARON DYER

On motion of Mr. Stevens, second by Mr. Donneson, the appointment of Sharon Dyer as the assistant advisor for the high school Robotics Club for the 2014/15 school year at a stipend of \$1,253, to be and hereby is approved.

Vote: Yes 6 No 0

SUMMER RECREATION  
CYNTHIA PARRY

On motion of Mr. Dean, second by Mr. Stevens, the appointment of Cynthia Parry as the 2015 Summer Recreation Program Director at a stipend of \$6,180, to be and hereby is approved.

Vote: Yes 6 No 0

LAURA MARTUSCELLO

On motion of Mr. Dean, second by Mr. Stevens, the appointment of Laura Martuscello as the 2015 Summer Recreation Program Assistant Director at a stipend of \$3,135, to be and hereby is approved.

Vote: Yes 6 No 0

VOLUNTEER COACHING APPOINTMENT

On motion of Mr. Dean, second by Mr. Stevens, the following volunteer coaching appointment for the spring sports season, to be and hereby is approved:

<b>Sport</b>	<b>Coach</b>
MS Boys Lacrosse	Tom Owen

Vote: Yes 6 No 0

SUBSTITUTES

On motion of Mr. Dean, second by Ms. Donneson, the recommendation to appoint the following substitutes, to be and hereby is approved:

Alexandra Tuzza	PE / Health Teacher
Heather Huff	Childhood Ed Teacher
Janice Cody	Monitor / Clerical

Vote: Yes 6 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

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

NEW BUSINESS

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

EXECUTIVE SESSION

On motion of Mr. Dean, second by Mr. Stevens, the Board of Education to convene to Executive Session at 8:05 p.m. to discuss specific personnel matters, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Hulme, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 8:49 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

CLERICAL UNIT - MEMORANDUM OF AGREEMENT

On motion of Mr. Hulme, second by Mr. Stevens, the resolution authorizing the execution of the Memorandum of Agreement between the United Public Service Employees Union and the Westhampton Beach Clerical Unit, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

SUPPORT STAFF UNIT - MEMORANDUM OF AGREEMENT

On motion of Mr. Hulme, second by Mr. Stevens, the resolution authorizing the execution of the Memorandum of Agreement between the United Public Service Employees Union and the Westhampton Beach Support Staff Unit, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

On motion of Mr. Hulme, second by Ms. Donneson, all business being completed, Ms. Mensch declared the meeting adjourned at 8:51 p.m.

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Judy McCarthy, District Clerk

April 27, 2015