

STATE OF NEW YORK
STATE EDUCATION DEPARTMENT

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In the Matter of WENDY CANESTRO from
action of the BOARD OF EDUCATION of the
AMITYVILLE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION AND TRUSTEE
JEANNETTE SANTOS

Regarding the willful negligence and blatant
disregard of their duties regarding an employee
who is bound by a Stipulation forbidding an
appointment to advisor/club positions,
continuing over a period of years and
culminating on July 20, 2022 and Jeannette
Santos who continuously practices nepotism to
the detriment of the taxpayers and students

NOTICE OF PETITION

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NOTICE:

You are hereby required to appear in this appeal and to answer the allegations contained in the petition. Your answer must conform with the provisions of the regulations of the Commissioner of Education relating to appeals before the Commissioner of Education, copies of which are available at www.counsel.nysed.gov or from the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234.

If an answer is not served and filed in accordance with the provisions of such rules, the statements contained in the petition will be deemed to be true statements, and a decision will be rendered thereon by the Commissioner.

Please take notice that such rules require that an answer to the petition must be served upon the petitioner, or if he be represented by counsel, upon his counsel, within 20 days after the service of the appeal, and that a copy of such answer must, within five days after

such service be filed with the Office of Counsel, New York State Education Department,
State Education Building, Albany, New York 12234.

STATE OF NEW YORK
STATE EDUCATION DEPARTMENT

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In the Matter of WENDY CANESTRO from
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AMITYVILLE UNION FREE SCHOOL DISTRICT
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JEANNETTE SANTOS

Regarding the willful negligence and blatant
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Notice to the Officer in Substantially, Ms. Jeanette Santos:

Take notice that the petition and affidavits, copies of which are herewith served upon you,
will be presented to the Commissioner of Education at Albany, and application thereon
made for your removal from the office Trustee from the Amityville Board of Education of
the Amityville Union Free School District of Amityville, NY - Suffolk County, and that you are
required to transmit your answer to such application, duly verified, with an affidavit of
service of a copy thereof upon petitioner, to the Office of Counsel, New York State
Education Department, State Education Building, Albany, N.Y. 12234, or the charges
contained in such petition and affidavit will be deemed to be admitted by you.

Please take further notice that your answer must conform with the provisions of the
regulations of the Commissioner of Education relating to appeals before the Commissioner,
copies of which are available from the Office of Counsel, New York State Education
Department, State Education Building, Albany, N.Y. 12234. Such regulations require that an

answer to the petition must be served upon petitioner, or if he be represented by counsel, upon his counsel, within 20 days after the service of the petition, and that a copy of such answer must, within five days after such service, be filed with the Office of Counsel, New York State Education Department, State Education Building, Albany, N.Y. 12234.

Signature

STATE OF NEW YORK
STATE EDUCATION DEPARTMENT

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In the Matter of WENDY CANESTRO from
action of the BOARD OF EDUCATION of the
AMITYVILLE UNION FREE SCHOOL DISTRICT
BOARD OF EDUCATION AND TRUSTEE
JEANNETTE SANTOS

VERIFIED PETITION

Regarding the willful negligence and blatant
disregard of their duties regarding an employee
who is bound by a Stipulation forbidding an
appointment to advisor/club positions,
continuing over a period of years and
culminating on July 20, 2022 and Jeannette
Santos who continuously practices nepotism to
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TO THE COMMISSIONER OF EDUCATION:

1. My name is Wendy Canestro (hereinafter "Petitioner") and I reside at (redacted) Amityville, NY 11701 within the Amityville Union Free School District (hereinafter "Respondent") I am a resident and taxpayer.
2. Jeannette Santos is a current Amityville School Board trustee and has served in that capacity for the past 37 years since her first election in 1985. She was the Democratic candidate for the New York State Senate in 2000 and has close ties to the local governmental agencies. Jeannette Santos resides at (redacted) Amityville, NY 11701.
3. Melissa Asbell is the daughter of Trustee Jeannette Santos and has been employed as a teacher in the Amityville School District for approximately 29 years. Mrs. Asbell also resides at (redacted), Amityville, NY 11701.
4. Gerald Asbell is the son-in-law of Trustee Jeannette Santos. For approximately ten years he has been an employed by the Amityville School District (at will) as a 1:1 aide. He also resides at (redacted) Amityville, NY 11701.

5. Petitioner believes that Melissa and Gerald Asbell live with Jeanette Santos at (redacted) Amityville because that has been well known in the community for many years. Also, the voter rolls for the Amityville School District lists Melissa Asbell as a voter residing at (redacted) Amityville (See Exhibit A).

6. This petition will demonstrate a continuum of willful dereliction of duty by the entire Amityville Board of Education, gross negligence of duty, the failure of the Board to uphold law and its failure to follow its own policy and procedure. Most importantly, this Board has breached its fiduciary responsibility to the taxpayers that they serve. This petition will further demonstrate the blatant nepotism by Trustee Jeannette Santos, who runs the Amityville School District as a family business and therefore is incapable of making decisions beyond her self-interest.

7. It was revealed that Melissa and Gerald Asbell improperly handled or mismanaged funds in their capacity as Class Advisors through a forensic audit conducted prior to April 19, 2019. According to documents obtained through a Freedom of Information Law (FOIL) request, the Amityville School District through their attorneys retained the RS Abrams accounting firm to conduct a forensic audit of Extra Classroom Activities of the High School and Middle School for the fiscal years 2016, 2017 and 2018 (See April 19, 2019 letter from RS Abrams pages 8-13 annexed hereto as Exhibit B . See also Exhibit C, an article from the Amityville Record dated November 22, 2019, which reported that Melissa Asbell and another were charged with insubordination and dereliction of duty involving unaccounted funds from extracurricular clubs for which they were advisors and that an agreement had been reached.

8. According to the information obtained from the audit report and the corroborating story from the Amityville Record, Melissa Asbell was the High School Drama Club advisor during the 2016-17 and 2017-18 school years. Also, Petitioner recently learned through documents obtained pursuant to a FOIL request that Gerald Asbell was the Drama Club Advisor for the

Miles Middle School, which was one of the subjects of the Forensic Audit referenced above in Exhibit B. See letter of reprimand dated December 19, 2019, annexed hereto as Exhibit (D) regarding a failure of accounting in his capacity as Miles Middle School Drama Club Advisor.

9. On September 24, 2019, Melissa Asbell entered into a Stipulation of Agreement with the District (see attached Exhibit E). According to the Stipulation, in January 2019 the District became aware that the money from the High School Drama Club's sale of tickets, advertisements and concessions had not been deposited in the District's Extra Classroom Activity Fund. It further states that the Board of Education preferred Education Law Section 3020-a charges against Melissa Asbell for insubordination, conduct unbecoming a teacher, misconduct, incompetence, neglect of duty and immoral character. In the Stipulation, Melissa Asbell admitted that she did not safeguard or deposit more than \$5,000 of the club's money and failed to keep accurate records. Ms. Asbell's signature to this stipulation is an admission of guilt. It is noteworthy that theft in excess over \$5,000 is a class B felony under New York State law.
10. Pursuant to the Stipulation, Melissa Asbell agreed to pay \$10,000 to the district as a penalty for her actions and to compensate the District for some of the Club's losses due to her conduct. It was agreed between the parties that Asbell would "no longer work or apply to work as advisor for the Club or as advisor for any other District Club" (See Exhibit E page 3, item 4). The Stipulation also stated that a letter of reprimand would be placed in Melissa Asbell's personnel file (Letter of Reprimand is attached to and included as part of Exhibit E). There is no addendum to this Stipulation, so the terms remain in perpetuity. This is a crucial point, because as will be discussed below, Melissa Asbell and Respondent breached the terms of the Stipulation by hiring her again as a club advisor to the very same club whose funds she mishandled and lost.

11. Trustee Jeannette Santos, Trustee Terry Fulton and Trustee Juan Leon all served on the Board of Education during the 2019-2020 school year, and all voted in favor of the terms of the Stipulation signed by Respondents and Melissa Asbell on September 24, 2019.
12. On December 13, 2019, the District issued a letter of reprimand to Trustee Santos' son-in-law Gerald Asbell for his lack of documentation and accounting of funds as club advisor for the Middle School Drama Club (See Exhibit D). The letter paints a picture of the District not fully knowing the profit or accounting of the Club since records were not properly maintained or submitted in a timely fashion.
13. Two years later, Gerald Asbell was found to be engaged in inappropriate conduct with a student during his employment (See attached Stipulation of Settlement dated October 27, 2021, annexed hereto as Exhibit F). According to the Stipulation, while chaperoning a school trip Mr. Asbell took a minor out to dinner and later lied to investigators. As a consequence, Gerald Asbell was fined 10 days' pay. Gerald Asbell signed the Stipulation of Agreement on October 27, 2021, thereby admitting guilt and admitting impropriety with a student.
14. It is worth noting that the district only funds the advisor and assistant advisors' salary. The remainder of the program is funded by fundraisers supported by the taxpayers and the community.
15. The New York State Comptroller's office issued a report on October 21, 2021, titled "Amityville Union Free School District – Extra Classroom Activity Fund". The report notes "officials not keeping proper receipts, so it was impossible to determine whether collections were properly collected, receipted, or deposited." The report further stated that "out of 150 deposits there were only supporting records for three of those deposits" and that "the high school club records for the school year 2018-19 were lost due to poor controls, leaving no

assurance that 2018-19 disbursements were properly authorized and supported" (See attached New York State Comptroller's report annexed hereto as Exhibit G).

16. The NYS Comptroller's report supports the Petitioner's assertion that the District and Board of Education lack oversight. It should also be noted that the Amityville School District audit committee is comprised of the entire Board of Education. It is a reasonable assumption, considering the Comptroller's report and the lack of public participation, that the audit committee is not doing their job effectively or properly which continually puts the taxpayer at risk.
17. It is deeply concerning that the District continues to employ Gerald Asbell, given that his conduct as a faculty advisor and chaperone have demonstrated his lack of judgment and it is questionable why he continues to be employed by the District. Petitioner submits that a reasonable conclusion is that his employment status is protected by his mother-in-law, Trustee Jeannette Santos.
18. Astonishingly, on June 15, 2022, the Board of Education appointed Gerald Asbell, Trustee Santos's son-in-law, as Head Coach to the Middle School Girls Track and Field Team despite Mr. Asbell admitting guilt to inappropriate conduct with a student just 8 months earlier in his October 2021 Stipulation of Agreement (See Amityville Board of Education Meeting Minutes dated June 15, 2022, page 6, Item 137, annexed hereto as Exhibit H). Petitioner asserts that Trustee Santos and the entire Board of Education are putting family interests before the best interest of the students and not working diligently to protect the district or students they serve. In fact, in the Petitioner's viewpoint, they are putting students in peril.
19. In another stunning move, on July 6, 2022, the Board unanimously voted to appoint Melissa Asbell as Drama Club Advisor again, despite the fact that she was prohibited by Stipulation of Settlement to ever apply for or hold an advisor position in the Amityville School

District in perpetuity (See Amityville School Board of Education Minutes of July 6, 2022 and the Board of Education Personnel Action Portion, annexed hereto as Exhibits I and J respectively. See also, Exhibit J, page 4, item 21).

20. Taking care not to leave out a family member, Gerald Asbell, Trustee Santos son-in-law, was also appointed to Drama Club Assistant Advisor, despite his previous mismanagement of club funds for which he was reprimanded, and his inappropriate conduct with a minor student when he served as chaperone on a class trip (See Exhibit J page 4, item 17). These appointments were passed unanimously by the entire Board of Education, and notably Jeannette Santos did not bother to recuse herself. This is just another demonstration of Jeannette Santos putting her personal and family interests above that of the taxpayers and the students, and the entire Board of Education breaching their duty to make decisions that are in the best interest of the students and community. The Board of Education, through their actions are enabling Jeannette Santos to abuse her position.

21. The Petitioner asserts that the Stipulation prohibiting Melissa Asbell from applying for and serving as a club advisor is recent enough that trustees would recall the content and parameters. Furthermore, Trustee Santos lives in the same home as school employees Melissa and Gerald Asbell. It belies credulity that Trustee Santos failed to recall having entered into such a Stipulation for her daughter, while Santos herself is as a member of the School Board.

22. Melissa Asbell breached her Stipulation of Agreement with the Respondent by applying as advisor. The Board of Education which includes Ms. Asbell's mother violated the Stipulation of Agreement by appointing her. Three sitting board members, Trustee Santos, Trustee Fulton and Trustee Leon were all serving on the Board of Education when said Stipulation was implemented and had firsthand knowledge of the Stipulation.

23. Trustee Carol Seehof did not serve on the Board of Education at the time of the settlement between the Board and Melissa Asbell. Before Trustee Seehof was elected as Board Trustee in 2020, she was the Vice President of the Amityville Teacher's Association, the School District's Teacher's Union. Prior to her 2020 election, Seehof retired from the District and is no longer employed by them. Petitioner asserts that it is fair to assume that as Vice President of the Amityville Teacher's Union, that Seehoff had direct knowledge of the settlement agreement and the restrictions that it placed on Melissa Asbell. None of these trustees spoke up against this agenda item nor voted against the appointments of Melissa Asbell to the Drama Club Advisor position. It is Petitioner's opinion that Seehof therefore is contributing to the pattern of "see something, say nothing" that this Board is notorious for.

24. Petitioner asserts that Ms. Santos violates the District's Code of Ethics (See Amityville School Board Policy Section 2000 School Board Officer and Employee Code of Ethics, Code 2016: School District Officer and Employee Code of Ethics, annexed hereto as Exhibit K). The opening sentence of Code 2016 clearly states: "The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any officer or employee may call into question the integrity of the management or operation of the school district." Trustee Santos lives in the same household as her daughter and son-in-law: Melissa and Gerald Asbell. Their appointments are accompanied by a stipend which is monetary gain for the household income. Trustee Santos is a member of that household; therefore, Petitioner submits that it is inappropriate for Trustee Santos to participate in Board of Education voting when it pertains to her same member household children. Her affirmative votes put her self-interests over the best interest of the taxpayers and children as was outlined in this petition.

25. Interestingly, Amityville School Board Code 2160 states that in addition to distributing the Code of Ethics to every member of the Board, the "Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each building under

the district's jurisdiction in a place conspicuous to the district's officers and employees (See Exhibit K, page 2). Article 18 of the General Municipal Law discusses that school board trustees should not vote on matters in which they are interested.

26. The Petitioner asserts that the Stipulation of Agreement between Respondent and Trustee Santos' daughter, Melissa Asbell, was meant as a vehicle of protection to mitigate future fraud, embezzlement, misconduct, or manipulation of accounting which is comprised of the taxpayer dollars. The Board of Education which includes Trustee Santos violated its oath of office and demonstrated lack of fiduciary duty to the taxpayers they serve by appointing both Melissa Asbell and Gerald Asbell Advisor and Assistant Advisor of the very same club they had missing funds from given their track record of mishandling money.

27. Ironically, the way these new appointments were structured, Melissa Asbell was to be an advisor, overseeing Gerald Asbell as assistant advisor. Instead of adhering to the term of the Stipulation prohibiting Melissa Asbell from acting as an advisor ever again, they put her in charge of the same club where she would be overseeing her husband as an assistant advisor! Petitioner can only guess what the Board was thinking when they voted to put one irresponsible employee to oversee the integrity of another employee who has repeatedly demonstrated poor judgement.

28. The Board of Education had an obligation to speak up about this Stipulation and vote no to the superintendent's recommendation of appointment of both employees to the Drama Club on July 6, 2022. The Board of Education including Trustee Santos did not act in the taxpayers or students' best interest, the very people they are upheld to serve. This is another example of family over the best interest of students and taxpayers.

29. When the community and media learned of the Asbell's appointments, and the breach of the Stipulation, the superintendent received an influx of correspondence asking how this

could happen. Please see Petitioner's email to the Amityville Superintendent of Schools asking how the Asbell appointment made its way onto the agenda for approval given the Stipulation between the respondent and the employee (See Petitioner's email to Superintendent dated July 13, 2022, annexed hereto as Exhibit L.).

30. The Superintendent disseminated the same email to those that inquired stating it was a procedural oversight, a copy of which is annexed hereto as exhibit M. The email states, in part that "while it was stipulated in a legal settlement that the employee was no longer eligible to serve in the position, that information was not properly transferred to the file, which the district references when making these selections".

31. The Superintendent's email to community members and the media are cause for great concern. Since the Petitioner was able to obtain the Stipulation and all its attachments between Respondent and Melissa Asbell pursuant to a simple FOIL request, it is reasonable to surmise that employee Melissa Asbell's personnel file was sanitized by someone who has access to those files. The statement by the Superintendent was concerning to the Petitioner and given the pattern of preferential treatment and care to Trustee Santos' daughter and son-in-law, this appeared quite suspect.

32. The Board of Education held a special meeting on July 20, 2022, to accept the resignations of Melissa Asbell and Gerald Asbell, as advisor and assistant adviser to the Drama Club. The motion passed. Most significantly, Trustee Santos recused herself from the vote to accept the resignations of her daughter and son in law as club advisors. (See Amityville Board of Education Minutes of July 20, 2022 meeting and page 4 of the Personnel actions portion of the agenda, annexed hereto as Exhibit N).

33. Petitioner was present at the July 20, 2022 Board of Education Meeting. There was a large constituency of parents and taxpayers at that meeting to hold the Board of Education

accountable. Numerous times the public asked why Trustee Santos, the mother of the employee, Trustee Fulton and Trustee Leon did not speak up about this Stipulation and allowed it to be passed. The community demanded to know how this happened.

34. The Superintendent and Board President responded to community concerns by reiterating that there was only a letter in employee Melissa Asbell's file, but not the Stipulation. The Superintendent then attempted to quell concerns by explaining to the public that he spoke to the Board prior to the appointment and assured them that the appointment of employee, Melissa Asbell, as club advisor, was a proper action by the Board.
35. Petitioner agrees with the decision to accept the resignations of the Asbells from their newly appointed advisor positions and believes that was the right thing to do. It is still deeply troubling that even after this debacle came to light and the Stipulation was made public, Trustee Santos abstained from the vote- having never abstained from voting previously when there were numerous times when her abstention would have gone a long way to avoid the appearance of impropriety. It is Petitioner's belief that Trustee Santos cannot act in the best interest of the community and is unable to separate her personal loyalties from her professional obligations.
36. It is the Petitioner's belief that without the continued intervention of the taxpayers (through FOIL requests, through email inquiries, via watchdog groups online and community organizing), that continued pattern of impropriety and the complete disregard for the rule of law would have gone unchecked. It is incredible that the Board of Education approved these recent advisor positions. Without community intervention they operate arrogantly and in a "rogue" fashion, doing whatever they please devoid of accountability, conscience, or duty.
37. The person charged with the maintenance of official and employee records must maintain such records for a total of 55 years by NYSED mandate. The "disappearance" of the

Stipulation between Asbell and Respondent either exemplifies gross incompetence on behalf of the district, or something more nefarious to sanitize the employee's file. Either way, at least four Board Trustees had knowledge of this Stipulation of Agreement and failed to speak up which is a gross negligence of their duty of office. Instead of recognizing the error of their ways and pivoting to demonstrate their commitment to the interests of taxpayers, this Board appears to obfuscate and sweep their negligence and dereliction of duty away from public view. As an example, at the July 20th 2022 Board meeting and the meeting subsequent to that on August 10, 2022, the Board of Education had security escort taxpayers out of the building as they entered into executive session, having no right to do so. Petitioner was surprised by this action, because the meeting is not officially over and while the Board convenes an Executive Session, there is no guarantee that that further action will not be taken once they reconvene in public, which they are obligated to do. Most egregiously, while the Board directed security to escort taxpayers out of the building, the media was shown favor and permitted to stay.

38. The Petitioner recognizes that the Commissioner of Education does not have jurisdiction over alleged violations of the Open Meetings Law, but the Petitioner cites this example to illustrate the Board of Education's lack of understanding of their role, procedures, laws and their inability to self-govern, or they do understand but do not care.

39. It appears that the Board of Education continues to willfully conceal their actions from the public's eye. At the August 10, 2022 Board meeting, the Board tabled all July 2022 minutes which contained a record of votes for the Asbell appointments without commentary. The Board of Education was in violation of Open Meetings Law by not having draft minutes available to the public. The Petitioner made several requests to the Superintendent, the Board President and to the records officer without ever receiving a response. This was par for the course, as this taxpayer is used to being ignored by the District.

40. It was not until the Petitioner provided the record's officer an advisory opinion from the NYS Government on Open Meetings Law regarding the availability of draft minutes, and demanding the draft minutes that the District complied. (See Advisory Opinion, annexed hereto as Exhibit O).

41. It is reasonable to conclude that the Board of Education colluded to hide their public votes for the appointment of Trustee Santos' daughter, Melissa Asbell, knowing the Board of Education violated the Stipulation stating she may never apply for nor hold a position of advisor again.

42. At the same August 10, 2022 Board meeting, Board Counsel John Sheahan of Guercio and Guercio emphasized that the Board of Education did not have any obligation to notify or speak up about the Stipulation of Agreement that existed between Respondent and Melissa Asbell. Petitioner finds District Counsel's assertion preposterous; is it reasonable for a Board Trustee to sit silent while knowing that their vote is a violation of a legally binding agreement to which they were a party?

43. The petitioner asserts that the Board of Education is oversight to the superintendent, so they are ultimately culpable for appointing the Drama Club Advisor, Melissa Asbell who had a Stipulation with the District forbidding her from ever applying or holding the position of advisor again within the District. The Board of Education has no obligation to vote in favor of a recommendation from the Superintendent. The Board of Education did not act in the best interest of students or taxpayers when they unanimously voted in favor of the appointment.

44. If the Stipulation was meant as discipline and was intended to mitigate future risk, and the Board knowingly and willfully ignored it and violated the Stipulation, then this is cause for greater concern. What is the point of discipline if it is not enforced and willingly overlooked? The Petitioner submits that by this action, the Board of Education is negligent to the very

people they serve. This is cause for great concern that the community of Amityville can no longer trust that the Board of Education will conduct itself properly or in good faith, and that the taxpayer must keep an ever watchful eye on the Board of Education like a full time job. The community is now charged with watching them like hawks to protect us as taxpayers and to protect our children.

45. Furthermore, at the August 10, 2022 meeting, Board Counsel Mr. Sheehan went on to address a parent's concern if the children are safe with the Head Coach of the Girls Track and Field team. Mr. Gerald Asbell was appointed head coach in June 2022 despite his Stipulation of being inappropriate with a student in October 2021 (See Exhibit F). Petitioner and that community at large are concerned that this appointment potentially creates a situation that makes parents and children feel uncomfortable.

46. Mr. Sheehan further stated that employees are fingerprinted and administration vets the employee for qualifications that makes them viable employees. Mr. Sheehan's statement while true is weak. Mr. Gerald Asbell has been an employee of the District for at least ten years. The District does not annually fingerprint staff. Certainly, egregious behavior can and in this case, did take place after his initial date of employment.

47. It seems to Petitioner that while the Board is disinterested in performing the duties they are charged with; they are more interested in inserting themselves into the day to day operations of the school District to the benefit of their own interests. As an example, Petitioner recently obtained the Superintendent's Contract of Employment (See Exhibit P dated May 4, 2022 Page four, item (b)(i), titled Superintendent's Duties and Responsibilities) which states "To organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District, including the authority to initiate and

approve all transfers of District staff from one job assignment or place of employment to another, subject to board approval.”

48. The clause mentioned in the superintendent’s contract demonstrates the Board overreach as well as need and want to control the District and employees. Placement of teachers is driven by enrollment, need and skill. This clause handcuffs the Superintendent from performing the very basics of his job and can be construed as an attempt to protect Trustees who have family members working in the district from being moved to what they deem an undesirable assignment. This clause is another example of the Board of Education protecting family over serving the needs of the District, staff, taxpayers and more importantly, students. It also places the ultimate responsibility of making educational decisions in the hands of the Board, rather than the educational expert that the taxpayers pay \$240,000 to serve as the CEO of the district. The Superintendent is in the best position to make these decisions because of his expertise, and the Board’s responsibility is to hold him accountable for results. If the Board is the one making these decisions and effectively taking the Superintendent out of the equation, who is holding the Board of Education responsible? It would be impossible for the public to even know if the Board of Education was making those types of decisions in the taxpayer’s best interests because taxpayers are not privy to personnel matters. This clause allows the Board to go unchecked.

49. Jeannette Santos is not the only Trustee where Board service is a family matter. Trustee David Heller’s daughter is employed by the Amityville School District: Amy Heller Stein, teacher. Trustee Leslie Kretz’s son and daughter-in-law are employed by the district: teacher William Kretz and teacher Ally Kretz.

50. The petitioner would be remiss not to draw the Commissioner’s attention to another Forensic Audit dated January 9, 2020 (See attached Forensic Audit attached hereto as Exhibit S). The subject of the audit was select Extra Classroom Clubs, which focused on the 2016-17,

2017-18 and 2018-19 school years. Of note, the Memorial High School Football Club, was reviewed.

51. According to the report, William Kretz (the son of current Trustee Leslie Kretz) was the Memorial High School Football Club advisor during the period of review. The portion of the report pertaining to Kretz's management of the Football club contains many entries and is four pages long, but the overwhelming majority of it is redacted. The unredacted portions show that there were numerous reviews of records, and several interviews took place. The only information Petitioner was able to decipher from the heavily redacted investigation is that some money was outstanding, something went into collections and was paid, that during the auditor's interview with Mr. Kretz on December 17, 2019 the auditor asked that Mr. Kretz contact them further with any additional records he might have relating to the club and to notify the auditor if he was unable to locate any additional records. At the time of the report, the auditor noted that they did not receive any additional records or communications from Mr. Kretz subsequent to the December 17, 2019 interview.

52. The continuous practice of nepotism invoked and displayed by the Board of Education creates a resentment amongst staff and shows the inequality of discipline or favor. Nepotism fosters a hostile environment among staff and fear of retaliation exists for employees and families if they challenge the Board of Education. Petitioner is deeply concerned and fears retaliation for speaking out to expose the facts set forth above and for shining a light on a perceived pattern of corruption within our District.

53. To further point out the continuum of inappropriateness, the Board minutes from February 10, 2021, reflect a unanimous vote appointing Trustee David Heller as point person on all construction projects within the district (See attached Board of Education Meeting Minutes dated February 10, 2021, page 2, annexed hereto as Exhibit T). The District had

recently passed a bond and had extensive construction performed on District property at the time of the appointment.

54. The move to appoint a Board Trustee is wholly inappropriate and not a function of a school board trustee. The Superintendent is the liaison between the architect, project manager and the Board of Education. The Petitioner asserts there are several issues with this appointment of a Trustee as a liaison. They are relying on non-district personnel to monitor and report on the work being performed. They are stripping the Superintendent of their role and responsibility. Trustee Heller was not an employee of the District and was operating outside of the scope of Board Trustee by acting as an individual as opposed to a body of government. This appointment is a display of arrogance and disregard for protocol.
55. While Trustee Heller is a plumber by trade his role on the Board of Education is not that of a plumber. Trustee Heller was operating beyond his scope of trustee. This is another example of Board overreach and not knowing their roles or operating within them.
56. Furthermore, documents recently received by Petitioner pursuant to a FOIL request reveal an additional instance of a Trustee abusing their power. See a heavily redacted grievance made by a school employee made against a Trustee (see attached Exhibit U). Despite being heavily redacted, the reader can decipher that the employee felt intimidated and threatened by the Trustee when said Trustee took photo(s) of her.
57. While the Amityville Board of Education seems focused on power instead of fiscal oversight, it took an exceedingly bright Amityville High School Student to bring attention to a deeply concerning issue, and has asked outstanding questions that we as taxpayers also have. See attached article published in the Amityville Echo Student High School Newspaper dated February 10, 2022 titled "What would you do with \$788 worth of free groceries?" According to the article, every student that attended Amityville schools during the 2020-21 school year

would receive a P-EBT card in the amount of \$788 dollars whether they applied for it or not (See attached article annexed hereto as Exhibit V). Within the article, a teacher that was interviewed stated that it is "an amazing opportunity for those who need it and a possible mismanagement of funds for those who don't" (See Exhibit V, bottom of page 3).

58. Apparently, the above-mentioned program was intended for families in need and not every student, however, every student reportedly received this card. The article contained recommendations for those students who received the card but did not need it, including suggestions to buy groceries and to donate them to the community. Since it's the District's responsibility to report to the state the number of students who qualify for free or reduced meals, how were all District student's able to receive this benefit if many did not qualify or meet the threshold? It seems to Petitioner that this was an area of oversight that was grossly overlooked by the Board of Education and its audit committee, which as mentioned above is comprised only of Board Trustees.

59. Petitioner reached out to Assemblywoman Kimberly Jean-Pierre to seek guidance on how a monitor with power may be appointed for oversight to the Amityville Board of Education. Many community members called the Assemblywoman with the same concerns and requested oversight since the Board of Education has a history of not acting in the best interest of the taxpayers and students. To my knowledge, every caller requested that she appoint a Monitor with Power and all our attempts were futile. The Petitioner asked other community members to submit affidavits attesting to this, however all feared retribution for putting their name in this Petition. The Assemblywoman's office confirmed to Petitioner that they received many phone calls from Amityville with the same complaint and advised Petitioner to reach out to New York State Department of Education (NYSED), as that was the proper protocol. The only response I have received from NYSED is that the proper protocol to request a Monitor with Power is through my legislator. In addition, the Petitioner has left

numerous voice mails and have sent emails to Jason Richberg, Suffolk County Legislator, but all attempts have been fruitless thus far.

60. The petitioner believes it is possible that the taxpayers and community are being stonewalled on this issue given the apparent close ties Trustee Santos may have established while serving as School Board Trustee for the past 37 years, as was outlined at the beginning of this petition.

WHEREFORE, Wendy Canestro respectfully requests:

1. The removal of Trustee Santos for having undue influence with employees and administrators and operating beyond the scope of trustee and running the Amityville School District as a family business which, it is not.
2. A Monitor with Power be appointed to oversee the Board of Education so they may have the ability to override any votes are not made in the best interest of taxpayers or students, or when the Board of Education breaches its fiduciary duty to the taxpayer, since the Board has knowingly and willfully demonstrated lack of ability to self-govern and willfully and knowingly do not follow all laws and procedures.
3. Direct the Amityville School District to place the Stipulation between Respondent and Trustee Santos' daughter and employee, Melissa Asbell back into her employment file.
4. An Audit into the Amityville School Districts free and reduced lunch as well as the EBT cards that were distributed.

5. Such other relief that the Commissioner deems just and proper.

Wendy Canestro

HHName LastName FirstName MiddleNar SuffixNam PrimaryAd PrimaryCit PrimaryStz PrimaryZip PrimaryZip

MELISSA AASBELL MELISSA A.

(redacted)

11701

1730



Amityville Union Free School District
Report on Select Extraclassroom Clubs
April 19, 2019

Amityville Union Free School District
Report on Select Extraclassroom Clubs

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R.S. ABRAMS & CO., LLP

Accountants & Consultants for Over 75 years

Robert S. Abrams
(1926-2014)

Marianne E. Van Duyn, CPA
Alexandria M. Battaglia, CPA

Ms. Sharon Berlin, Esq
Lamb & Barnosky, LLP
P.O. Box 9034
Melville, New York 11747-9034

We have been engaged by Lamb and Barnosky, LLP to perform procedures related to the Extraclassroom activities in the High School and Middle School of the Amityville Union Free School District for the three fiscal years ending June 30, 2016, June 30, 2017 and June 30, 2018. The clubs reviewed included the Memorial High School Baseball Varsity Club, the Memorial High School Drama Club, and the Miles Middle School Drama Club.

The initial scope of the procedures to be performed was delineated by Lamb & Barnosky, LLP and the Amityville School District. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the report has been requested or for any other purpose. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

Our procedures were as follows:

- Reviewed the District's policies, procedures and practices with regards to the internal controls related to extraclassroom activity fund processes;
- Interviewed the central treasurers and faculty advisors for the Memorial High School Baseball Varsity Club, the Memorial High School Drama Club, the Miles Middle School Drama Club to gain an understanding of procedures regarding cash receipts and cash disbursements;
- Interviewed the Interim Assistant Superintendent for Finance and Operations to gain an understanding of her specific concerns regarding the extraclassroom activity fund cash receipts and disbursements;
- Interviewed District staff and vendors to corroborate claims made by faculty advisors;
- Reviewed the accounting records for the Memorial High School Baseball Varsity Club, the Memorial High School Drama Club, and the Miles Middle School Drama Club for the fiscal years ended June 30, 2016, June 30, 2017 and June 30, 2018, including the following:
 - Reviewed supporting documentation for all cash receipts and disbursements to verify proper support, authorization, and student involvement;

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

- Reconciled cash receipts to other relevant accounting records, where applicable;
- Identified unsubstantiated or unusual transactions;
- Performed analytical procedures to compare financial activity over the past five to seven fiscal years to identify any unexpected changes;

The results of our procedures are presented on the following pages.

The procedures performed do not constitute an examination or review, and consequently, we do not express an opinion or conclusion.

We would like to acknowledge the courtesy and assistance extended to us by personnel of the District. We are available to discuss this report with Lamb & Barnosky, LLP, the Board or others within the District at your convenience.

This report is intended solely for the information and use of Lamb & Barnosky, LLP, and the District, and is not intended to be and should not be used by anyone other than those specified parties.

Very truly yours,

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

April 19, 2019

Amityville Union Free School District
Report on Select Extraclassroom Clubs

MEMORIAL HIGH SCHOOL BASEBALL VARSITY CLUB

Background Information:

During the 2018-19 school year, the Memorial High School Baseball Varsity Club conducted a fundraiser in which apparel with the District's logo was sold by students through a catalog. The fundraiser was run utilizing a vendor, Fan Cloth, LLC. Students sold apparel from the catalog and collected payment. For every item the students sold, the club earned \$8. Individuals who purchased the apparel could pay via check, made out to either the club or to Fan Cloth, online through Fan Cloth's portal, or via cash. The faculty advisor, Mr. Chris Diot, was responsible for submitting the orders through Fan Cloth's "Coaches Portal," and for submitting payment to Fan Cloth for the orders. The club was invoiced by Fan Cloth for the cost of the items, less the \$8 per item profit. Fan Cloth did not track which individuals submitted payment to the club for their orders, and did not receive copies of the original order forms. [REDACTED]

The Memorial High School Baseball Varsity Club conducted the fundraiser to raise funds to purchase hats and uniforms for the varsity, junior varsity, and middle school teams. [REDACTED]

In March of 2019, the Interim Assistant Superintendent for Finance and Operations became aware of [REDACTED]

[REDACTED] Upon review of the Extraclassroom Activity Fund records, the Interim Assistant Superintendent for Finance and Operations noted [REDACTED]

[REDACTED] On [REDACTED] the Interim Assistant Superintendent for Finance and Operations conducted an interview with [REDACTED]

[REDACTED] The Assistant Superintendent for Finance and Operations provided us with a memorandum detailing the interview. Per the memorandum, [REDACTED] claimed that [REDACTED]

[REDACTED] We conducted an interview with [REDACTED]. At that time, [REDACTED] claimed [REDACTED]

At the time of our interview, [REDACTED] stated that [REDACTED]

[REDACTED] Based on the invoice from Fan Cloth, and our telephone interview with Fan Cloth's Collections Supervisor, this fundraiser should have [REDACTED]

At this time, [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED]
[REDACTED] regarding [REDACTED] Of the [REDACTED] generated by the fundraiser,
was paid to Port Jefferson Sporting Goods to purchase hats and uniforms for the team. The
balance [REDACTED] remains [REDACTED]

[REDACTED]
During the interview we conducted with [REDACTED] claimed that [REDACTED]
[REDACTED] stated that [REDACTED]

[REDACTED] On April 10,
2019, we contacted Fan Cloth directly, and inquired about their policy regarding checks that do
not clear. The Collections Supervisor stated that if a check does not clear, the company's policy
is to send a letter to the individual who wrote the check requesting replacement funds, and to
contact the coach in charge of the fundraiser for assistance in obtaining cash or a replacement
check. The Collections Supervisor stated that if Fan Cloth was unable to obtain a replacement
payment, they would submit the NSF check to collections against the individual who wrote the
check, not the club. The Collections Supervisor noted that there were no bounced checks
associated with this order.

Previous Fan Cloth Fundraiser:

The Memorial High School Baseball Varsity Club conducted the same type of fundraiser through
Fan Cloth during the 2016-17 school year. We reviewed the invoice from Fan Cloth relating to
the fundraiser, noting the club should have [REDACTED]

We noted [REDACTED]

and [REDACTED]

Per Mr. Diot, [REDACTED]

He stated that [REDACTED]

We interviewed [REDACTED]

[REDACTED] who stated that [REDACTED]

Tournament to Raise Money and Awareness for Autism:

During both the 2016-17 and 2017-18 school years, the High School softball team and baseball
team held a joint tournament to raise money and awareness for autism, and to fundraise for both
clubs. Per the approved fundraising activity form submitted to the business office, the clubs were

Amityville Union Free School District
Report on Select Extraclassroom Clubs

to sell t-shirts at the event, and the profits from the t-shirt sales would go to the Autism Society. Money collected for concession sales, and fees from the other teams that competed would be split between the softball and baseball teams. [REDACTED]

[REDACTED] Donations were also accepted from spectators.

We interviewed Mr. Diot, and he stated that [REDACTED]

Assistant Coach, Mr. Jack Zider, who stated that [REDACTED]

[REDACTED] We spoke with the [REDACTED]

[REDACTED] Mr. Zider stated that [REDACTED]

[REDACTED] We noted that the *Request for Approval of Fundraising Activity* form for the 2016-17 tournament was completed and signed by Ms. Thompson, and lists Ms. Thompson and Mr. Diot as being responsible for the fundraiser. We also noted that for 2017-18, two *Request for Approval of Fundraising* forms were completed and signed, one by Ms. Thompson and one by Mr. Diot.

We spoke with Ms. Thompson who stated that [REDACTED]

[REDACTED] and estimated that [REDACTED]

The entry fee was \$20 per player, with a minimum of ten players per team. The minimum amount collected in entry fees was \$1,000. Money was also collected at the event for concession sales. Records from the event were insufficient for us to determine the amount of money collected. After the tournament, each team deposited exactly \$500 relating to team entry fees and concession sales. We noted Mr. Diot's signature on the deposit form submitted by the Memorial High School Baseball Varsity Club.

The clubs also sold t-shirts prior, and at the tournament, with profits to be donated to the Autism Society. [REDACTED]

[REDACTED]

We noted that [REDACTED]

[REDACTED] We

Amityville Union Free School District
Report on Select Extraclassroom Clubs

contacted the vendor who stated that the [REDACTED] was paid by credit card. That payment was not reimbursed by the extraclassroom account, and may [REDACTED]. The [REDACTED] were not deposited into either the Memorial High School Baseball Varsity Club's account, or the Memorial High School Softball Varsity Club's account. Mr. Diot stated that [REDACTED].

Ms. Thompson stated [REDACTED]

[REDACTED] She was able to provide us with a letter from Autism Speaks thanking her for the donation. She stated that [REDACTED]

There is no record of the amount of donations collected from spectators at the event, and we are unable to estimate the amount. No donation was subsequently made to the Autism Society by either team.

MEMORIAL HIGH SCHOOL DRAMA CLUB

Background Information:

The purpose of the Memorial High School Drama Club is to produce a play or a musical each year. The club generates revenues to cover the cost of producing the show by selling tickets to the event, selling advertising space in the playbill, selling concessions at the event, and selling t-shirts leading up to, and at the show. Mrs. Melissa Asbell was the faculty advisor for the Memorial High School Drama Club for the 2014-15 school year, through the 2017-18 school year.

In January of 2019, the Interim Assistant Superintendent for Finance and Operations became aware that [REDACTED]

On [REDACTED] the Interim Assistant Superintendent for Finance and Operations interviewed [REDACTED]

[REDACTED] The Interim Assistant Superintended for Finance and Operations prepared a memorandum regarding the interview, and provided us with a copy. During the interview, [REDACTED] stated that [REDACTED]

[REDACTED] stated that [REDACTED]

[REDACTED] stated that [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED] stated that

On [REDACTED] we conducted an interview with [REDACTED] stated that

She stated

She stated that

[REDACTED] stated that

During [REDACTED] interview with the Interim Assistant Superintendent for Finance and Operations, [REDACTED] stated that

[REDACTED] the Interim Assistant Superintendent for Finance and Operations requested that

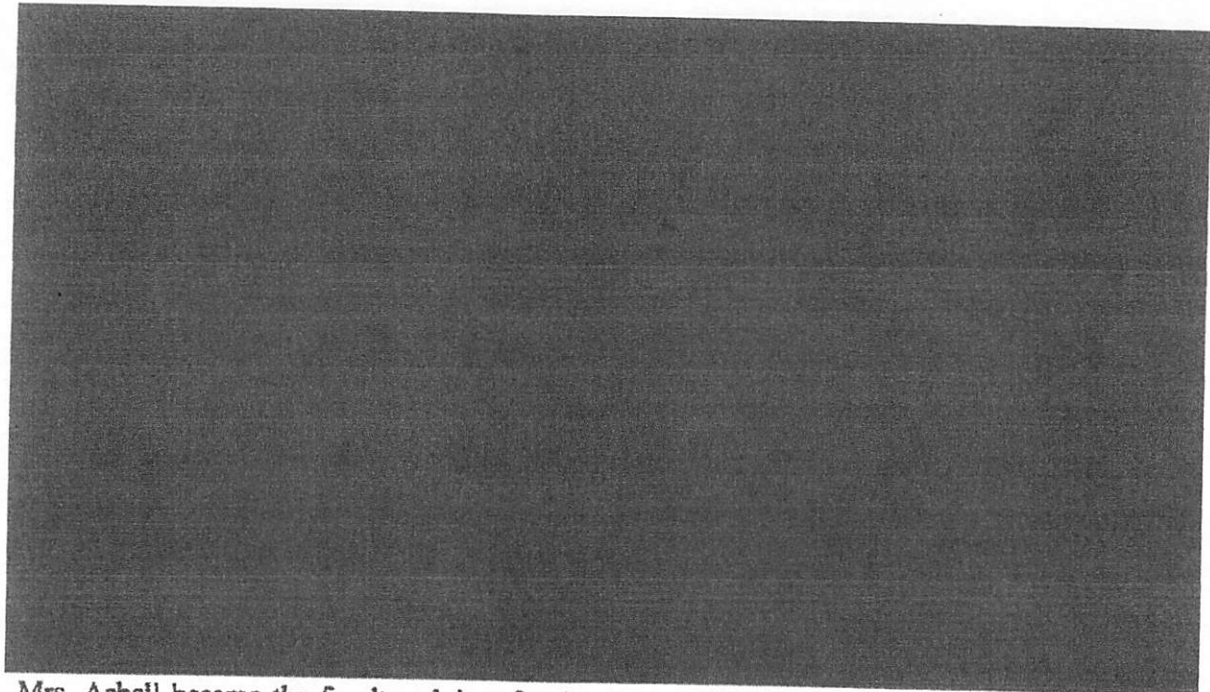
[REDACTED] We reviewed the records provided by [REDACTED] and noted that

Ticket Sale Trends:

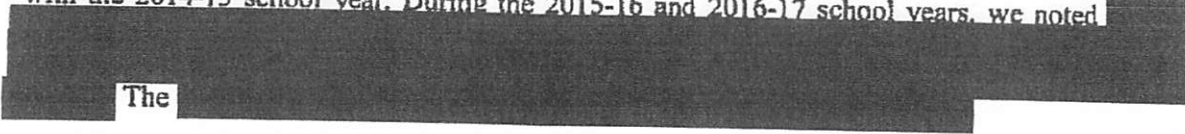
During our interview with [REDACTED] stated that [REDACTED] also stated that

[REDACTED] We calculated the average number of tickets sold during the 2011-12 school year through the 2013-14 school year, prior to Mrs. Asbell's appointment as faculty advisor. We also calculated the actual number of tickets sold each year by dividing the deposits relating to ticket sales by the price per ticket. [REDACTED]

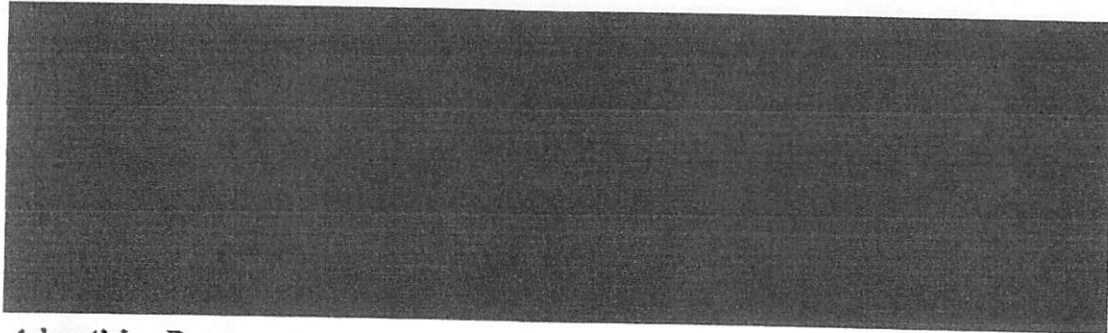
Amityville Union Free School District
Report on Select Extraclassroom Clubs



Mrs. Asbell became the faculty advisor for the Memorial High School Drama Club beginning with the 2014-15 school year. During the 2015-16 and 2016-17 school years, we noted



The

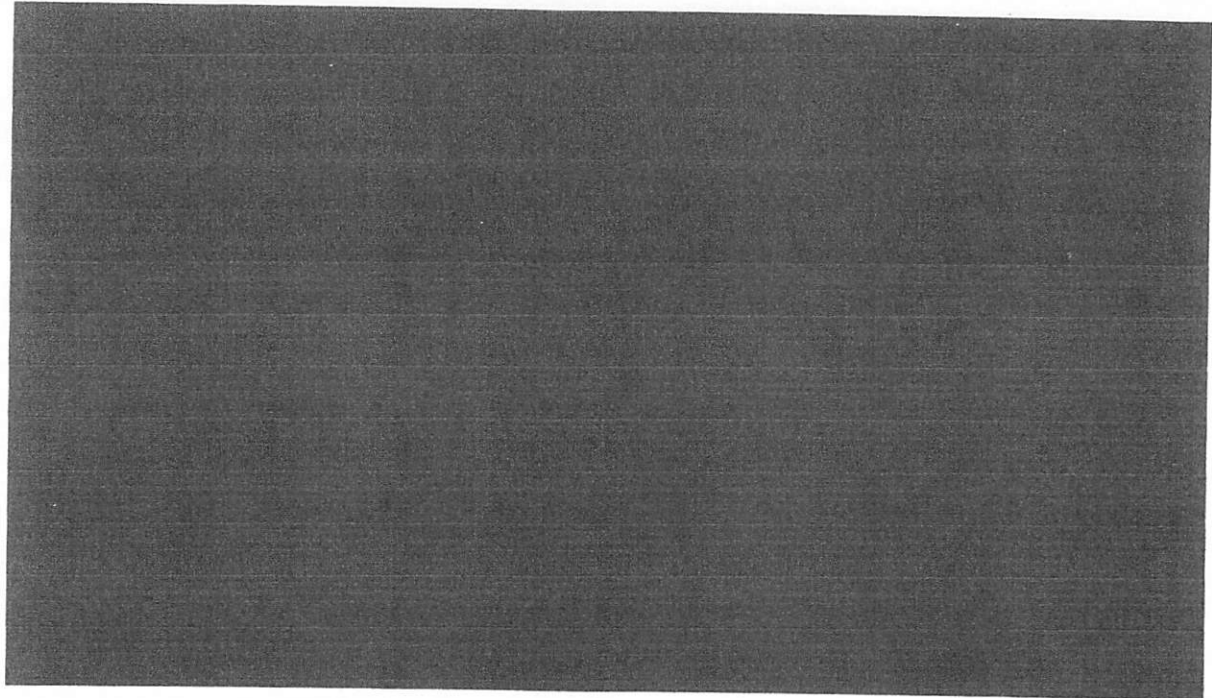


Advertising Revenue:

The Memorial High School Drama Club generates revenues through the sale of advertising space in the playbill. The space is purchased by vendors, family members, and District employees. We obtained copies of play bills for the 2011-12 through the 2017-18 school years. We reviewed the play bills, and recalculated the expected advertising revenue based on the pricing guidelines provided by Mrs. Asbell.



Amityville Union Free School District
Report on Select Extraclassroom Clubs



We noted that

the year Mrs. Asbell was appointed as the faculty advisor,

During the 2014-15 school year,

During 2015-16 and 2016-17,

During 2017-18.

Concession Revenue:

During the annual production, the Memorial High School Drama Club sells concessions items for attendees to purchase during the show. The concession stand is run by

this role. We interviewed

was not appointed by the Board of Education in on March 29, 2019. told us that

stated that

stated that

Amityville Union Free School District
Report on Select Extraclassroom Clubs

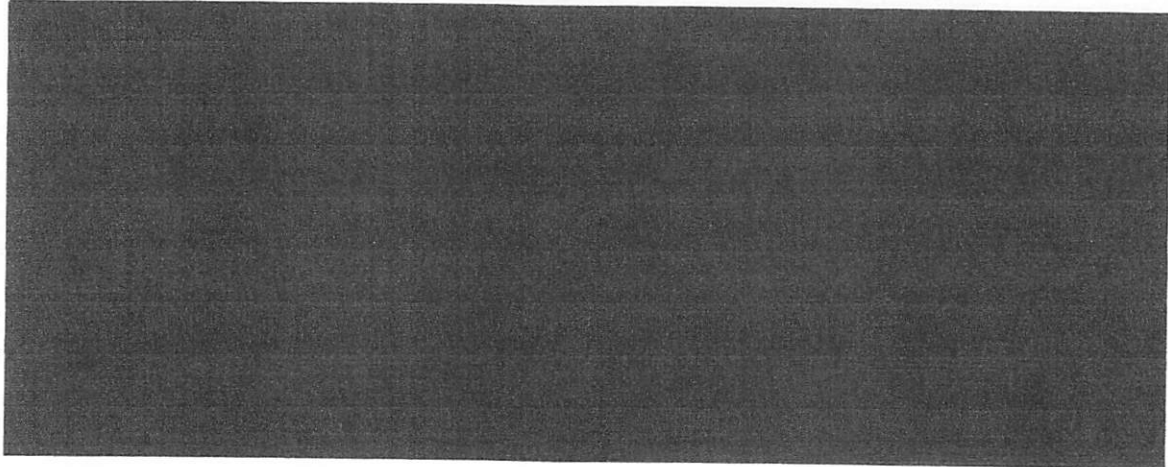
We were able to obtain receipts for concession purchases for the 2016-17 school year, and recalculated the anticipated revenues based on the items purchased. We estimate that [REDACTED]

T-Shirt Sales:

During the 2014-15 school year, the first year Mrs. Asbell was appointed as faculty advisor for the Memorial High School Drama Club, the club purchased 60 custom t-shirts for the students involved in the production to wear to promote the show. During our interview, Mrs. Asbell stated [REDACTED]

Mrs. Asbell stated that [REDACTED]

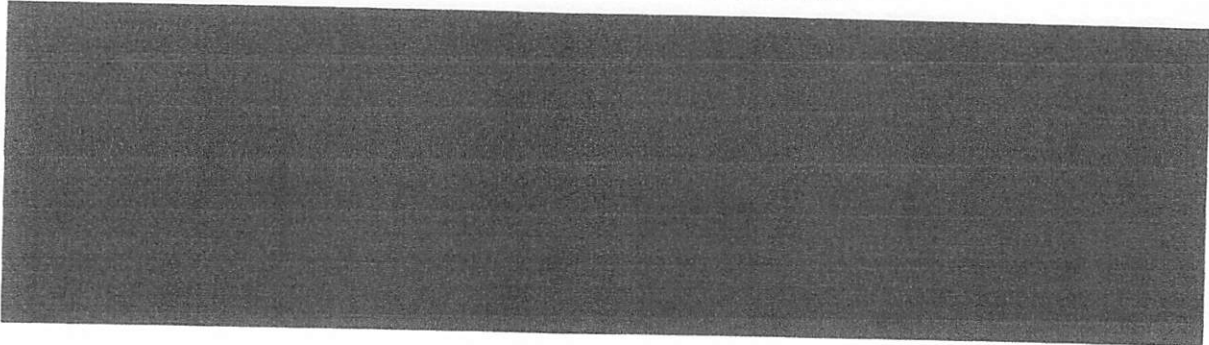
We reviewed the cash receipts and disbursements for all three years, noting [REDACTED] We recalculated the expected revenues relating to t-shirt sales by deducting the number of individuals involved in the production (per the play bill) who should have received free t-shirts from the total shirts purchased per the vendor invoice to determine the total t-shirts available for sale. We then multiplied the t-shirts available for sale by the sale price. [REDACTED]



Summary of Revenue Differences:

Below please find a chart summarizing the difference between the expected revenues and the [REDACTED] for the Memorial High School Drama Club. Please note that [REDACTED] claims [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs



MILES MIDDLE SCHOOL DRAMA CLUB

Background Information:

The purpose of the Miles Middle School Drama Club is to produce a play or musical each year. The club raised revenues to cover the cost of the production through various methods. Some years the club sold tickets for admissions, while others years voluntary donations were accepted at the door instead. The club fundraised by selling fruit in 2013-14, and coffee and cookies in 2016-17. Other years the club did not fundraise. Concessions were sold at the play in 2017-18, but were not sold in other years.

In January of 2019, the Interim Assistant Superintendent for Finance and Operations became aware that

At that time, she became

and she had reason to believe that

Our Review:

We reviewed all extraclassroom records for the Miles Middle School Drama Club from July 1, 2013 through June 30, 2018, and we conducted an interview with. The Miles Middle School play was held on May 18, 2018 and May 19, 2018. We noted that

The deposit form submitted to the Central Treasurer did not indicate what portion of the deposit related to ticket sales, and what portion related to concession sales.

Our review of the past five fiscal years of accounting records revealed no consistent patterns relating to ticket revenues, and insufficient supporting documentation to estimate reasonable revenues.

Extra Class Activity 2020-21

Advisors

Club	Advisor	Attended Meeting	Signed Acknowledge	Club Charter Renewal	Student s
Cap and Gown	Sandra Donovan	X			
Class of 2021 - Senior	Jennifer Schulken	X	X		
Class of 2022 - Junior	Michelle Morales	X	X		
Class of 2023 - Sophomore					
Class of 2024 - Freshmen	Sally Anne Rexach	X	X		
AV Club	Paul Cimmino	X	X		
Band	Jolene Maccarone	X	X		
Black Student Union	Soraya Bonny-Rankin	X	X		
Breaking Borders	Matt Tomasi	X	X		
Broadcasting	Matt Greiss	X	X		
Debate Club	Jennifer Schulken	X	X		
Drama Club	Carl Ferrara	X			
ECHO	Kara Keenan	X	X		
Expressions	Kara Keenan	X	X		
GSA	Sandra Whitney	X	X		
	Kimberly Marrero	X	X		
Interact Club	Soraya Bonny-Rankin	X	X		
Jazz Band	Jolene Maccarone	X	X		
Key Club	Dawn Mizrachi	X	X		
Lacrosse - Girls	Margot Howard	X	X		
Leadership (Warrior Nation)	Matthew Tomasi	X	X		
	Katie Tesoro	X	X		
National Art Honor Society	Jayne Grasso	X	X		
National Honor Society	Jody Wilsher	X	X		
Orchestra	Bianca Ferrante	X	X		

Student Government/Council	Matt Greiss	X	X		
Tri-M Music Honor Society	Bianca Ferrante	X	X		
Warrior Awareness Club	Jason McGowan	X	X		
Yearbook	Patty Scherzinger	X			
	Kathryn Pallini	X			

Extra Class Activity 2019-20

Advisors						
Club	Advisor	School	Attended Meeting	Signed Acknowledge	Student Sign Sheet	No Financial Activity
Art Club	Nidia Keaveny	HS.	X	X		X
		HS				X
Cap and Gown	Sandra Donovan	HS	X	X	n/a	
Class of 2019 - (Graduated)	Margo Howard	HS	X	n/a	n/a	
Class of 2020 - Senior	Dawn Mizrachi	HS	X	X	X	
Class of 2021 - Junior	Jennifer Schulken	HS	X	X	X	
Class of 2022 - Sophomore	Michelle Morales	HS	X	X	X	
Band	Jolene Maccarone	PA	X	X	X	
Baseball Varsity	Jack Zider	MS	X	X	spring	X
Basketball - Girls	Ashley Jackson	HS	X			
Basketball - Boys Varsity	Gordon Thomas	HS	X			
Black Student Union	Kenneth Coard	HS	X			X
Boys to Men	Kenneth Coard	HS	X			X
		HS				X
	Matt Greiss	HS	X	X		X
Cheerleaders Varsity	Graceann Giordano	HS	X		X	
Chorus	Debbie Koraus	HS	X	X	X	X
Cross Country	Stephanie Barnes	PA	X	X		X
Debate Club	Jennifer Schulken	HS	X	X	X	X
DECA	Jennifer Schweigert	HS	X	X	X	
Drama Club	Megan Ashe	PA/HS	X	X	X	
	Carl Ferrara	HS	X	X	X	
Football Club	William Kretz	HS				X
	Tom Maloney	HS	X			X
GSA	Sandra Whitney	HS	X	X	X	
Hispanic Heritage Club	Elisa Castro	HS	X	X	X	
	Gerde Louis	HS		X	X	
Interact Club	Soraya Bonny-Rankin	HS	X	X	X	X
	Kimmberly Marrero	HS	X	X	X	X
Jazz Band	Jolene Maccarone	PA	X	X	X	X
Key Club	Dawn Mizrachi	HS	X	X	X	
Lacrosse - Girls	Margot Howard	HS	X	X	spring	X
Leadership	Matthew Tomasi	HS	X	X	X	
Literary Magazine EXPRESSION	Kara Keenan	HS	X	X		X
		HS				X
National Art Honor Society	Jayne Grasso	HS	X	X	X	
National Honor Society	Jody Wilsher	HS	X	X	X	X
Orchestra	Bianca Ferrante	HS	X	X		X
Peer Mediation Club	Matthew Tomasi	HS	X	X	X	X
Phys Ed/Athletics	Evan Farkas	HS	X			X

Fit. Band	Jolene Maccarone	HS	X	X	X	X	
Publications ECHO	Kara Keenan	HS	X	X		X	
Robotics	Stephanie Roy	HS	X	X		X	
	Nicholas Castro	HS	X	X		X	
Soccer - Boys Varsity	Mike Abbondondola	HS	X	X			
Soccer - Girls Varsity	Angela Steiger	HS	X	X	X		
Softball	Michael Scudero	NE	X	X			
Student Government/Council	Matt Greiss	HS	X	X		X	
Tennis - Girls	Matt Greiss	HS	X	X		X	
		HS			X		
Track & Field - Girls	Stephanie Barnes	PA	X	X		X	
Tri-M Music Honor Society	Bianca Ferrante	HS	X	X		X	
Volleyball - Girls	Julie Dexter	HS	X			X	
Warrior Awareness Club	Jason McGowan	HS	X	X	X		
World Language Honor Society	Elisa Castro	HS	X	X	X		
Wrestling	Jamal Jackson	HS	X	X	X		
	Pat Fallot	HS	X	X	X		
Yearbook	Patty Scherzinger	HS	X	X			
	Nidia Keaveny	HS	X	X			

Amityville Record

Amityville, North Amityville, Copiague, East Massapequa, and Long Island, New York

Two teachers charged with dereliction of duty reach agreement with Amityville School District

November 22, 2019

By Carolyn James



The Amityville School District and two of its teachers who were charged with insubordination and dereliction of duty involving unaccounted for funds from extracurricular clubs for which they were advisors, have reached an agreement. The two teachers are Melissa Asbell, the advisor to the high school drama club, and Christopher Diot, the advisor to the high school baseball varsity club. Both will have to pay back the funds but will retain their jobs, according to the agreement.

According to documents requested by the Amityville Record under the New York State Freedom of Information Law, Asbell was officially charged by the district with insubordination, conduct unbecoming a teacher, neglect of duty and misconduct, in a letter signed by the Superintendent in June 2019.

The charges against Asbell alleged that she had the student treasurer of the drama club sign one or more blank extra-classroom activity club deposit forms and did not safeguard the club's money from the sale of tickets and other club events. She did not remit the money from these sales to the high school central treasurer nor "safeguard some or all of the revenue of the club's performances or did not deposition the revenue from concession sales for some or all of the club's performances," according to the charges under New York Education Law Section 3020-a.

Superintendent of Schools Dr. Mary Kelly recommended that she be terminated if found guilty of the charges.

Diot was reprimanded for failing to monitor club funds and pay a portion of the profits from the Club to two companies, one which provided apparel for a fundraiser and the other a Port Jefferson sporting goods store for hats and uniforms for students in the district.

"You did not safeguard and deposit into the District's Extraclassroom Activity Fund \$5,114...from a 2017-18 fundraiser; \$1,546 from a 2017-18 fundraiser and \$2,272 of profit from a 2016-17 fundraiser," the letter of reprimand against Diot charged. He was also charged with violating district guidelines for club advisors pertaining to expense documentation, depositing money received by the club and entering all receipts and expenses as per the district's directives.

The letter of reprimand was signed by Carolyn Dodd, president of the school board who recommended that Diot contact the Superintendent of Schools to address the questions raised.

Following the official filing of charges, the district and the employees engaged in negotiations. The teachers were represented by attorneys from the New York State Union of Teachers (NYSUT). A NYSUT spokesman was not immediately available for comment.

Under the agreement, Asbell will pay a \$10,000 fine to penalize her for the actions as described in the complaint and to compensate the district for some of the club's losses due to her conduct, the agreement states. The fine will be paid through deductions in equal installments from her paychecks over a period of 28 months.

In addition, she has agreed to no longer work or apply to work as an advisor for the club or as the advisor for any other district club.

Under the agreement with Diot, he will no longer work or apply to work as a coach for the club or as he advisor for any other district club. In addition to the \$5,114, he has already paid to one of the vendors, he will also pay the outstanding balance of \$539.81 to the Port Jefferson sporting goods store, as well as a \$5,000 fine through deductions in equal installments from his paychecks over 24 months.

within 30 calendar days of their departure from the district.

Both teachers are permitted under the agreements to keep their teaching positions in Amityville.

Attorneys for the teachers were not immediately available for comment.

The district also declined to comment on the agreements, which were approved by the school board Oct. 2.

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School District reaches agreement with teachers charged with dereliction of duty

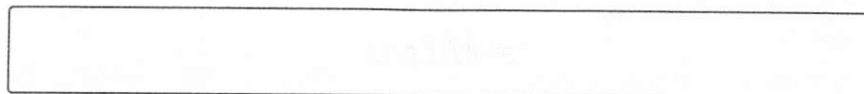
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AMITYVILLE UNION FREE SCHOOL DISTRICT

Park North Administration Building
150 Park Avenue, Amityville, New York, 11701

(631) 565-6000

December 13, 2019

Mr. Gerald Asbell



Re: Letter of Reprimand

Dear Mr. Asbell:

This letter is a formal reprimand regarding your behavior with respect to money received by the Middle School Drama Club as a result of the sale of tickets and concessions to its performances in May 2018.

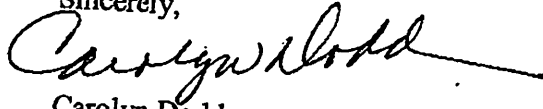
You did not maintain any supporting documentation for the Club's sale of tickets to, or concessions at, its May 2018 performances and did not remit the money the Club received from those sales to the District in a timely manner. You also did not enter all receipts and expenses from the Club's May 2018 performances on a statement of profit and loss. It is therefore impossible for the District to confirm that all of the money that should have been remitted was, in fact, remitted. You also submitted a request for reimbursement nearly five months after the performance, which is an unreasonable amount of time to have waited. You had an obligation to ensure that District funds are properly accounted for and taken care of and you failed to do so.

It is the Board's hope and expectation that you will conduct yourself more appropriately. In the future, if serving as a Club Advisor, you are directed to (i) promptly remit District money in a timely fashion; (ii) promptly submit any unpaid expenses; (iii) maintain supporting documentation for any District money; and (iv) enter all receipts and expenses for any extraclassroom activity on a statement of profit and loss. At all time, and in capacity for which you are working for the District, you are to provide truthful answers when questioned by District administrators or representatives.

You are further directed to follow all District policies and procedures (including, but not limited to, the District's Guidelines for Club Advisors and Instructions for Extraclassroom Activity Advisors) and to comply with all of the terms set forth in your agreement with the District.

If anything is unclear to you about the directives discussed in this letter or if you have any questions about any of its contents, you are directed to immediately contact the Superintendent of Schools or the Interim Assistant Superintendent for Finance and Operations so that they can personally address your questions. A copy of this letter of reprimand will be placed in your personnel file.

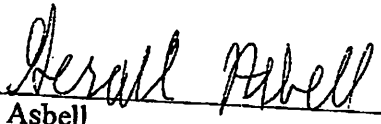
Sincerely,



Carolyn Dodd
President
Board of Education

cc: Personnel File
Dr. Mary T. Kelly
Sydney Freifelder

My signature below confirms that I have received and reviewed this letter.



Gerald Asbell

1/27/2020
Date

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE AMITYVILLE UNION FREE SCHOOL DISTRICT, THE BOARD OF EDUCATION, THE MEMBERS OF THE BOARD OF EDUCATION, THE SUPERINTENDENT OF SCHOOLS, THE DISTRICT'S OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES, THEIR PREDECESSORS, SUCCESSORS, HEIRS AND ASSIGNS, AND ALL PERSONS ACTING BY, THROUGH, UNDER, OR IN CONCERT WITH ANY OF THE ABOVE. YOU HAVE 21 CALENDAR DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS AGREEMENT TO DECIDE WHETHER YOU WISH TO SIGN IT. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. IF YOU DO SIGN THIS AGREEMENT, YOU WILL THEN HAVE SEVEN CALENDAR DAYS TO CHANGE YOUR MIND AND TERMINATE THIS AGREEMENT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.

AGREEMENT by and between the Amityville Union Free School District and Melissa Asbell.

WHEREAS, Asbell is a tenured teacher employed by the District; and

WHEREAS, Asbell served as the advisor for the Memorial High School Drama Club during the 2016-2017 and 2017-2018 school years; and

WHEREAS, during the 2016-2017 and 2017-2018 school years, the Club sold tickets, advertisements, concessions and T-shirts for and/or at its performances; and

WHEREAS, Asbell was responsible for the money the Club received from these sales; and

WHEREAS, in January of 2019, the District became aware that money from the Club's sale of tickets, advertisements, concessions and/or T-shirts had not been deposited in the District's Extraclassroom Activity Fund; and

WHEREAS, the Board of Education preferred Education Law § 3020-a charges against Asbell for insubordination, conduct unbecoming a teacher, misconduct, incompetence, neglect of duty and immoral character (SED Case No. 34,946) ("the Charges") (copy attached as Appendix A); and

WHEREAS, Asbell requested a hearing on the Charges; and

WHEREAS, a pre-hearing conference was conducted on July 17, 2019 before Hearing Officer Daniel Brent; and

WHEREAS, after extensive discussions, Asbell and the District have agreed upon the terms of a negotiated settlement in order to avoid the cost, time, and risk of continued proceedings between them.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties incorporate each of these WHEREAS clauses into the body of the Agreement as if fully set forth in the body of the Agreement and agree as follows:

1. Asbell admits that, during the 2016-2017 and/or 2017-2018 school years, she:
 - a. caused the student treasurer of the Memorial High School Drama Club to sign one or more deposit forms that were blank;
 - b. did not safeguard and deposit in excess of \$5,000 of the Club's money from the sale of tickets, advertisements, concessions and/or T-shirts into the extraclassroom activity fund;
 - c. failed to keep adequate and accurate records for the Club's revenues and expenditures; and
 - d. violated the District's Guidelines for Club Advisors and Instructions for Extraclassroom Activity Advisors in that she caused the student treasurer to sign one or more deposit forms that were blank, did not remit money to the High School Central Treasurer, did not prepare one or more deposit forms, paid vendors in cash and did not enter all receipts and expenses on a statement of profit or loss.

2. Asbell will pay a fine of \$10,000 to penalize her for the actions described above and to compensate the District for some of the Club's losses due to her conduct. This fine will be paid through deductions in equal installments from her paychecks commencing no later than the second payroll period immediately following the ratification of this Agreement by the Board and continuing for 28 months. If Asbell leaves the District's employ for any reason prior to complete repayment of this fine, any remaining sum will first be deducted from her remaining paychecks and any payment upon separation. Any remaining sum will be paid to the District as a lump sum within 30 calendar days of her separation from District employment.

3. The letter of reprimand attached as Appendix "B" will be placed in Asbell's personnel file.

4. Asbell will no longer work or apply to work as an advisor for the Club or as the advisor for any other District club.

5. Upon the expiration of the seven day revocation period and subject to the Board's ratification of this Agreement, the District will withdraw the Charges, with prejudice.

6. Upon the expiration of the seven day revocation period and subject to the Board's ratification of this Agreement, Asbell will be returned to the classroom.

7. In exchange for the District's agreement to withdraw Charge I, pursuant to paragraph "5," Asbell releases the District, the Board of Education, the members of the Board of Education, the Superintendent of Schools, the District's officers, agents, employees, attorneys and representatives, their predecessors, successors, heirs and assigns, and all persons acting by, through, under, or in concert with any of the above ("the Releasees") from any and all claims she may have against the Releasees at the time of the execution of this Agreement arising out of or related to her employment with the District, regardless of whether those claims have been

asserted or are known at the time of the execution of this Agreement. These include, but are not limited to, any claims of any form of discrimination that Asbell may have pursuant to Federal, State or local law or regulation and District policy. These claims also include, but are not limited to, any action against the Releasees pursuant to New York Executive Law § 290 *et seq.*, New York Education Law, 42 U.S.C. § 2000 *et seq.*, 42 U.S.C. §§ 1983, 1985 and 1988, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Rehabilitation Act, the District-Amityville Teachers Association collective bargaining agreement ("CBA") and any claim for breach of contract, or for infliction of emotional distress, pain and suffering, or any tort, that Asbell may have against the Releasees at the time of the execution of this Agreement.

8. In exchange for the District's agreement to withdraw Charge II, pursuant to paragraph "5," Asbell further and specifically waives and releases any claims pursuant to the Age Discrimination in Employment Act ("ADEA") including, but not limited to, those pursuant to the Older Workers' Benefit Protection Act ("OWBPA"), that she has or may have at the time of the execution of this Agreement against the District or the Releasees, regardless of whether those claims have been asserted or are known at the time of the execution of this Agreement.

9. Nothing in this Agreement including, but not limited to, the release of claims, prevents Asbell from filing a charge or complaint with, or participating in an investigation or proceeding conducted by any Federal, State or local agency. By signing this Agreement, though, Asbell waives her right to individual relief based on any claims asserted in a charge or complaint, except where a waiver of individual relief is prohibited.

10. Except as set forth in paragraph "9," Asbell will not file any claim or bring any lawsuit, directly or indirectly, relating to any claim released in this Agreement. If she violates

this promise, the District will be entitled to all reasonable damages, attorneys' fees and court costs it is required to expend in its defense of any released claim.

11. The foregoing waivers and releases do not waive Asbell's rights to defense and indemnification pursuant to Education Law §§ 3023, 3028, 3811 and/or Public Officers Law § 18, to the extent she is eligible for same.

12. Asbell will keep the existence and terms of this Agreement, and anything concerning the settlement of this matter, including the underlying facts and circumstances of the Charges, confidential to the extent permitted by law.

13. This Agreement will not serve as evidence in any pending or future actions, claims, or controversies of any nature whatsoever, in law or equity, except as a complete bar to any claim, action or proceeding arising out of or related to Asbell's employment with the District, and except for the purpose of enforcing this Agreement's terms, in which event it may be disclosed in an enforcement proceeding. This Agreement may, however, be used by the District in subsequent proceedings against Asbell including, but not limited to, Education Law §3020-a disciplinary proceedings and any appeal therefrom, as evidence of notice and/or discipline, progressive discipline, breach of this Agreement or for any other lawful reason.

14. Nothing set forth in this Agreement will be construed to in any way preclude the District from fully cooperating with any administrative agency or related investigations relating to Asbell's employment with the District.

15. Asbell acknowledges that she has been thoroughly and competently represented by counsel up through and including the negotiation of this Agreement. Asbell acknowledges that she has carefully read this Agreement and fully understands each and every word and its meaning and full effect, including the release of claims, and this paragraph.

16. Asbell's entering into and signing of this Agreement has not been rushed in any way. Asbell certifies that she is voluntarily entering into this Agreement. Asbell acknowledges that the Releasees have not made any representations concerning the terms or effects of this Agreement other than those contained herein. Asbell confirms that she has not relied in any way upon any belief that she may have that any representations have been made to her other than those specifically set forth in this Agreement.

17. Asbell has 21 calendar days from the date on which she receives this Agreement to decide whether she wishes to sign it. If Asbell does sign this Agreement, she will then have seven calendar days to change her mind and terminate this Agreement, thereby releasing all parties of any obligations set forth in this Agreement. Asbell acknowledges that she has been offered at least 21 calendar days to fully consider the terms of the Agreement and has knowingly and voluntarily determined to enter and sign this Agreement in shorter than the time period set forth in 29 C.F.R. § 1625.22. Revocation can be made by delivering written notice of revocation to Dr. Mary T. Kelly, Superintendent of Schools, Amityville Union Free School District, 150 Park Avenue Amityville, NY 11701. For this revocation to be effective, the written notice must be received by Dr. Kelly by no later than the close of business on the seventh calendar day after Asbell signs this Agreement, or else Dr. Kelly must be notified by telephone at (631) 565-6019 by the close of business on that day and the written notice must be received by Dr. Kelly no later than five calendar days thereafter, with a postmark date consistent with the telephone notification. It is recommended that this notice be sent by certified mail, return receipt requested.

18. This Agreement constitutes the entire agreement between Asbell and the District. No other promises have been made. This Agreement, including this paragraph, may only be

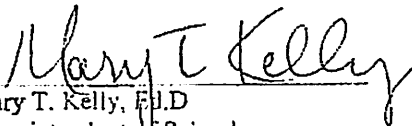
modified by written agreement executed by both parties and ratified by the Board of Education via a duly adopted resolution.

19. This Agreement is made and entered into in the State of New York and will be in all respects governed by the laws of that State, except for choice of law provisions. The language of all parts of this Agreement will be in all cases construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, even though one of the parties may have drafted it.

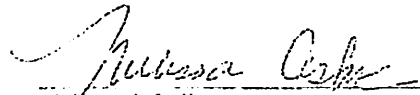
20. This Agreement may be executed with original signatures in counterparts, or by facsimile or PDF-scanned signatures in counterparts, which will be deemed legally binding as fully as an original signature.

21. This Agreement is subject to ratification by the Board of Education. In the event that the Board does not ratify this Agreement, then it will become null and void and no adverse inference will be drawn against any party by virtue of it having entered into the Agreement.

FOR THE DISTRICT.


Mary T. Kelly, Ed.D.
Superintendent of Schools

Dated: 10/3/19


Melissa Asbell

Dated: 9-24-19



AMITYVILLE UNION FREE SCHOOL DISTRICT
150 Park Avenue, Amityville, New York, 11701

MARY T. KELLY, Ed.D.
Superintendent of Schools

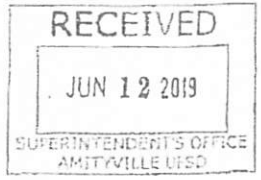
mkelly@amityvilleufsd.org

Telephone: (631) 565-6019
Fax: (631) 598-6516

June 12, 2019

BY HAND DELIVERY

Ms. Barbara Miller
District Clerk
Amityville Union Free School District
150 Park Avenue
Amityville, NY 11701



Dear Ms. Miller:

I hereby prefer the following charges against Ms. Melissa Asbell pursuant to New York Education Law Section 3020-a.

CHARGE I – INSUBORDINATION AND/OR CONDUCT UNBECOMING A TEACHER
AND/OR MISCONDUCT AND/OR IMMORAL CHARACTER

Specification 1. During the [redacted] school year, Ms. Asbell caused [redacted] the student treasurer of the Memorial High School Drama Club (“Club”) to sign one or more extraclassroom activity club deposit forms that were blank [redacted]

Specification 2. In violation of [redacted] the District’s Guidelines for Club Advisors and/or the Instructions for Extraclassroom Activity Advisors, during the [redacted] school year Ms. Asbell caused [redacted] the Club’s student treasurer to sign one or more extraclassroom activity club deposit forms that were blank [redacted]

CHARGE II – INSUBORDINATION AND/OR CONDUCT UNBECOMING A TEACHER
AND/OR MISCONDUCT AND/OR INCOMPETENCE AND/OR NEGLIGENCE OF
DUTY

Specification 1. Ms. Asbell did not safeguard [redacted] some or all of the Club’s money from the sale of tickets and/or [redacted] advertisements and/or concessions and/or t-shirts for and/or at the Club’s performances on or about [redacted]

[redacted]

Specification 3. Ms. Asbell did not remit [REDACTED] to the High School Central Treasurer, [REDACTED] money from the sale of tickets and/or [REDACTED] advertisements and/or concessions and/or t-shirts for and/or at some or all of the Club's performances on or about [REDACTED]

Specification 4. Ms. Asbell did not prepare [REDACTED] a deposit form [REDACTED] tickets and/or [REDACTED] advertisements and/or concessions and/or t-shirts for and/or at some or all of the Club's performances on or about [REDACTED]

Specification 6. Ms. Asbell paid [REDACTED] one or more vendors providing goods and/or services for one or more of the Club's performances on or about [REDACTED] in cash [REDACTED]

Specification 7. Ms. Asbell did not prepare a payment form and/or check request for some or all the payments and/or reimbursements to one or more vendors that provided goods and/or services for one or more of the Club's performances on or about [REDACTED]

Specification 8. Ms. Asbell did not enter [REDACTED] all receipts and expenses related to some or all of the Club's [REDACTED] performances on a Statement of Profit or Loss [REDACTED]

Specification 9. Ms. Asbell's conduct as set forth in on one or more of the following Specifications violated [REDACTED] the District's Guidelines for Club Advisors and/or Instructions for Extraclassroom Activity Advisors:

- [REDACTED]
- b. Charge II, Specification 3; and/or
- c. Charge II, Specification 4; and/or [REDACTED]
- e. Charge II, Specification 6; and/or [REDACTED]
- g. Charge II, Specification 8.

Each of these specifications will be deemed a separate sub-specification.

CHARGE III - INSUBORDINATION AND/OR CONDUCT UNBECOMING A TEACHER AND/OR MISCONDUCT AND/OR NEGLIGENCE OF DUTY AND/OR INCOMPETENCE

Specification 1. Ms. Asbell did not safeguard [REDACTED] some or all of the revenue from ticket sales to some or all of the Club's [REDACTED] performances and/or did not deposit [REDACTED] [REDACTED] some or all of the revenue from ticket sales to some or all of the Club's [REDACTED] performances [REDACTED]

Specification 2. Ms. Asbell did not safeguard [REDACTED] some or all of the revenue from the sale of t-shirts related to some or all of the Club's [REDACTED] performances and/or did not deposit [REDACTED] [REDACTED] some or all of the revenue from the sale of t-shirts related to some or all of the Club's [REDACTED] performances [REDACTED]

Specification 3. Ms. Asbell did not safeguard [REDACTED] some or all of the revenue from the sale of [REDACTED] advertisements for some or all of the Club's [REDACTED] performances and/or did not deposit [REDACTED] [REDACTED] some or all of the revenue from the sale of [REDACTED] advertisements for some or all of the Club's 2017 performances [REDACTED]

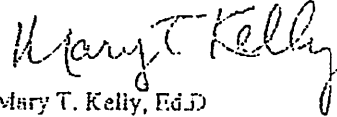
Specification 4. Ms. Asbell did not safeguard [REDACTED] some or all of the revenue from concession sales at some or all of the Club's [REDACTED] performances and/or did not deposit [REDACTED] [REDACTED] some or all of the revenue from concession sales for some or all of the Club's [REDACTED] performances.

Specification 5. Ms. Asbell did not enter [REDACTED] all receipts and expenses related to some or all of the Club's performances in [REDACTED] on a Statement of Profit or Loss [REDACTED]

e. Charge III, Specification 5.
Each of these specifications will be deemed a separate sub-specification.

I recommend that the maximum penalty of termination from employment should be imposed by the Board of Education if Ms. Asbell does not request a hearing, or should be sought by the Board if Ms. Asbell is found guilty of the charges after a hearing.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary T. Kelly". The signature is written in dark ink and is positioned above the printed name and title.

Mary T. Kelly, Ed.D.
Superintendent of Schools

APPENDIX B

[TO BE REPRODUCED ON DISTRICT LETTERHEAD]

[Date]

Ms. Melissa Asbell


Re: Letter of Reprimand

Dear Ms. Asbell:

This letter is a formal reprimand regarding your behavior with respect to money received by the Memorial High School Drama Club as a result of the sale of sold tickets, advertisements, concessions and/or T-shirts for and/or at its performances in the 2016-2017 and/or 2017-2018 school years.

During the 2016-2017 and/or 2017-2018 school years, you did not safeguard and deposit in excess of \$5,000 of the Club's money from the sale of tickets, advertisements, concessions and/or T-shirts into the District's Extraclassroom Activity Fund. This is neither permissible nor appropriate. This money was not yours. It belonged to the Club. Therefore, you had an obligation to take care of it and promptly deposit it in the extraclassroom activity account.

Further, you failed to keep adequate and accurate records for the Club's revenues and expenditures and violated the District's Guidelines for Club Advisors and Instructions for Extraclassroom Activity Advisors. Specifically, you did not remit money to the High School Central Treasurer, did not prepare one or more deposit forms, paid vendors in cash and did not enter all receipts and expenses on a statement of profit or loss. This is an unacceptable breach of the District's directives. These Guidelines and Instructions exist to ensure District funds are properly accounted for and taken care of and you have an obligation to follow them.

Moreover, you caused the Club's student treasurer to sign one or more deposit forms that were blank. Not only does this also violate the District's Guidelines for Club Advisors and Instructions for Extraclassroom Activity Advisors, as a teacher serving as a club advisor, you should have been acting as a role model of honest behavior for students. By causing a student to violate the District's procedures, you failed in this responsibility.

You are paying a fine of \$10,000 as a penalty for your actions and to compensate the District for some of the Club's losses due to your conduct.

It is the Board's hope and expectation that you will conduct yourself more appropriately in the future. You are directed to safeguard all District money and property in your care. You are

also directed to never encourage or allow students to violate District procedures. You are further directed to follow all District policies and procedures and to comply with all of the terms set forth in your agreement with the District.

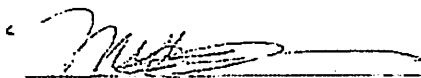
If anything is unclear to you about the directives discussed in this letter or if you have any questions about any of its contents, you are directed to immediately contact the Superintendent of Schools or the Interim Assistant Superintendent for Finance and Operations so that they can personally address your questions. A copy of this letter of reprimand will be placed in your personnel file.

Sincerely,

Carolyn Dodd
President
Board of Education

cc: Personnel File
Dr. Mary T. Kelly
Sydney Freifelder

My signature below confirms that I have received and reviewed this letter.



Melissa Asbell

9/24/19

Date

STIPULATION OF SETTLEMENT

THIS AGREEMENT dated this 27 day of October 2021, by and between GERALD ASBELL ("Employee") and the BOARD OF EDUCATION OF THE AMITYVILLE UNION FREE SCHOOL DISTRICT ("Board" or "District"), is constituted as follows:

WHEREAS, Employee is currently employed with the District as a one to one aide; and WHEREAS, Employee engaged in inappropriate conduct with a student during his employment with the District in that he had dinner with a student during a school trip without authorization and was untruthful during an investigation of such conduct;

WHEREAS, Employee has admitted to the above-referenced misconduct and/or insubordination and acknowledges that the actions were inappropriate/improper; and WHEREAS, the District is contemplating disciplinary action against Employee, including, but not limited to, termination;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. Employee hereby voluntarily agrees to accept a penalty and fine equivalent to ten (10) days' pay (i.e. \$1227.00) to be deducted from Employee's paychecks in five (5) equal installments of \$245.40 beginning November 5, 2021 and a final installment of \$245.40 on December 31, 2021.

2. Employee hereby knowingly, voluntarily, and intelligently agrees to waive his rights pursuant to New York Civil Service Law Section 75, including, but not limited to, the right to be formally charged with discipline and the right to a formal hearing before a hearing officer.

3. Employee agrees that any future acts of misconduct and/or insubordination may, in the District's discretion, result in charges being brought seeking termination from employment with the District or other disciplinary action.

4. Employee agrees that he will not, acting with the CIVIL SERVICE EMPLOYEES ASSOCIATION II ("Union") or separately, under any circumstances, file or commence any grievance, demand or request for arbitration, improper practice charge, or file and/or commence any civil or other action, litigation or administrative or other proceeding of any kind and nature, before any arbitrator, hearing officer, Administrative Law Judge, Referee, or in any Court, or other agency, department, division, or other forum, or any jurisdiction, regarding, arising from and/or related to the incidents referenced herein, the facts and circumstances underlying this Agreement, the Agreement itself, including, but not limited to, the proposed disciplinary charges or proceedings, unlawful, wrongful or constructive termination, and/or retaliation, illegal, inappropriate, or excessive penalty, discrimination, disability, compensation, wages, back pay, front pay, monetary amounts, damages, payments, credits, benefits against the District, its Board members, officers, administrators, employees, agents or representatives. Employee will not attempt to admit this document into evidence or in any other way use this document for any purpose in any grievance, arbitration, improper practice charge, administrative or other proceeding, and/or litigation of any kind, in any forum, in any jurisdiction, except to enforce this Agreement.

5. Employee hereby waives and releases the Board and/or the District, its officers, employees, agents, representatives, in their individual and official capacities, from any and all liability, legal claims or causes of action that they may have, from the beginning of time, up to and including the date of this Agreement, except for the enforcement of this Agreement.

a. Without limiting in any way the broad scope of this waiver and release, Employee specifically releases the aforementioned parties, persons and entities from any and all liability, claims or causes of action for violation of federal, state, or local statutory laws or regulations or common law prohibiting, *inter alia*, employment discrimination

based on age disability, race, color, national origin, sex, or other proscribed bases, whether arising under the Federal Civil Rights Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act ("ADEA"), the New York State Human Rights Law, the United States Constitution, and the New York State Constitution or any other federal, state or local statute, common law, rule, regulation or policy whatsoever, including all theories of retaliation, and all claims for attorneys' fees, litigation costs and any and all other relief.

b. With specific regard to his waiver and release of claims arising under the ADEA, and in conformity with the federal Older Workers Benefit Protection Act, Employee acknowledges that he has been advised to consult with an attorney prior to executing this Agreement; that this Agreement causes him to waive and release any and all claims for money damages and/or other relief that he might otherwise have against the District and individual Board of Education members, officials, employees, agents, representatives and students of the District under the ADEA; and that this waiver and release of ADEA rights does not apply to any such claims or rights that may arise after the date this Agreement is executed.

c. Employee represents that he has not assigned or transferred any claim which he may now have against any of the aforementioned releasees.

6. Employee acknowledges that the consideration he is receiving by virtue of this Agreement are things of value to him, to which he would not otherwise be entitled. Employee further acknowledges that the Board has given him a reasonable period of time to consider this Agreement, and in particular, the waiver, and release. Employee is aware of the ADEA provisions that provide him with at least twenty-one (21) days to review and consider the Board's final offer of settlement. With full knowledge of this right and the consequences of his waiver of such right,

and upon advice of counsel, Employee knowingly and voluntarily waives his right to the twenty-one (21) day period and accepts a shortening of such period, and affirmatively states that he has not been induced or coerced by the District or anyone else through fraud, misrepresentation, threat or otherwise to waive such time period. Employee has been given seven (7) days following the execution of this Agreement in which to revoke it; and this waiver and release of claims (etc.) arising under the ADEA will not become enforceable against him until that seven (7) day revocation period has expired. Employee must issue any such revocation in writing and it must be sent to and received by the Law Offices of Guercio & Guercio, LLP, the attorneys for the District, located at 77 Conklin Street, Farmingdale, New York, 11735. In the event Employee exercises his right to revoke this Agreement during the seven (7) day revocation period, the District may proceed with charges against Employee pursuant to Section 75, without regard to any applicable statute of limitations.

7. Nothing in this Agreement shall be construed to prevent Employee from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), although Employee understands and agrees that by signing this Agreement he waives his right to individual relief based on claims asserted in such a charge or complaint relating to the events underlying the grievance, whether filed by him or any other person or entity. Nothing herein shall be deemed to limit or prevent Employee from fully cooperating with EEOC or any other federal, state or local agency charged with the enforcement of any laws or to interfere with Employee's full cooperation with EEOC or any other federal, state or local agency charged with the enforcement of any laws.

8. Employee represents to the District, as a material inducement to it to enter into this Agreement, that there are no pending matters, claims, charges, complaints or actions against or with respect to any of the releasees, as identified above, filed or submitted by Employee, or on

Employee's behalf, with any federal, state or local court, department, administrator or other agency. If any such entity assumes jurisdiction over any such matters, claims, charges, complaints or actions, Employee shall immediately take all reasonable action to cause said entity to terminate such proceeding without liability to any releasee, as identified above.

9. In consideration for Employee's agreements herein, the Board of Education and the District agree not to prefer disciplinary charges against Employee regarding, arising from and/or related to the incident referenced herein and agrees there will not be further discipline regarding the same.

10. The parties affirm that each party has been represented by counsel or has been given the opportunity to obtain counsel throughout these proceedings and that each has consulted with counsel or has been given the opportunity to consult with counsel concerning the ramifications of this Agreement. Employee also hereby represents that he has been advised fairly and competently regarding his rights and the terms and conditions of this Agreement and has entered into this Agreement after reviewing same with counsel or having been given an opportunity to review same with counsel.

11. Employee acknowledges that he has entered into this Agreement freely, knowingly and openly, without threat of force, coercion or duress, and that in accepting its terms he voluntarily waives any statutory, contractual or Constitutional rights he may have had in this matter, including, but not limited to, those rights provided by Section 75 of the Civil Service Law.

12. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

13. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

14. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.

15. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

16. This Agreement, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership, and signed by authorized representatives of the District and Employee. The signatures of Employee's attorney, his Union Representative, and/or Union President are not required for this Agreement to take effect. In the event this Agreement is not approved by the Board of Education, this Agreement shall be deemed null and void. In such case, the District shall reserve all rights to prefer disciplinary charges against Employee, including, but not limited to, charges seeking his termination from service.

17. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

18. The terms of this Agreement shall be confidential, except for purposes of effectuating compliance with this Agreement, or as required by law.


19. This Agreement shall not constitute a practice or policy on the part of the District, nor shall it constitute an admission of malfeasance, liability, culpability or any wrongdoing on the part of the District.

20. A copy of this Agreement shall be placed in Employee's personnel file.

21. This Agreement may be executed in counterparts, and signatures transmitted electronically shall bear the same weight as original signatures. The Parties agree that a photocopy, electronic copy, or facsimile of this Agreement and the signatures herein shall be accepted as the original.

WHEREFORE, the parties have set their hands and seals, as of the date first written above.

AMITYVILLE UNION FREE
SCHOOL DISTRICT



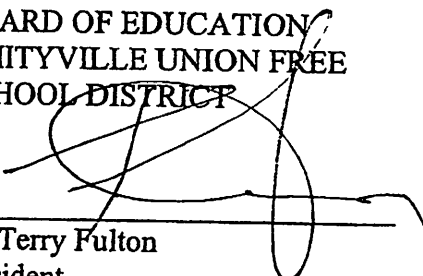
DR. EDWARD FALE
Superintendent of Schools 10/27/21

EMPLOYEE



GERALD ASBELL

BOARD OF EDUCATION
AMITYVILLE UNION FREE
SCHOOL DISTRICT



Dr. Terry Fulton
President

Amityville Union Free School District

Extra-Classroom Activity Fund

OCTOBER 2021



OFFICE OF THE NEW YORK STATE COMPTROLLER
Thomas P. DiNapoli, State Comptroller

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Report Highlights

Amityville Union Free School District

Audit Objective

Determine whether the Amityville Union Free School District (District) officials properly collected, receipted, deposited and disbursed extra-classroom activity (ECA) funds.

Key Findings

District officials did not properly collect, receipt, deposit and disburse ECA funds.

- Because officials did not issue duplicate receipts prior to the 2020-21 school year, neither officials nor we could determine whether collections were properly collected, receipted and deposited in full.
- Only five deposits totaling \$4,038, of the 150 deposits totaling \$39,148 that had records (3 percent) were supported.
- The high school clubs' 2018-19 records were lost due to poor controls, leaving no assurance that 2018-19 disbursements were properly authorized and supported.

Key Recommendations

- Adopt an ECA fund policy to ensure that funds are properly collected, receipted, deposited and disbursed.
- Maintain duplicate receipts to document the source, date, amount and purpose of each collection.
- Maintain ECA records, including support for collections and disbursements, for six years.

District officials agreed with our findings and indicated they plan to initiate corrective action.

Background

The District is located in the Town of Oyster Bay in Nassau County and the Town of Babylon in Suffolk County. The seven-member Board of Education (Board) has overall responsibility for the District's financial and educational affairs, including ECA funds.

ECA funds are operated by and for the students. Students raise and spend funds to promote the general welfare, education and morale of all students and finance extracurricular activities.

The Superintendent of Schools is responsible for recommending to the Board the staff necessary to fulfill duties related to extra-classroom activities, including the central treasurer and faculty advisors. The Board appoints a central treasurer responsible for collecting, recording and depositing receipts, and facilitating disbursements from the ECA fund bank accounts for both the high school and middle school.

Quick Facts

Enrolled Students	2,979
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Extra-Classroom Activity

Clubs With Cash Transactions	47
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Audit Period

Collections	\$152,803
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Disbursements	\$127,761
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Audit Period

July 1, 2018 – June 30, 2020

ECA funds are money received from an organization within the school district whose activities are conducted by students, such as clubs, teams and student council. Such activities provide learning experiences to students in the business procedures needed to collect, deposit and disburse money. These funds should be managed by students under the direct supervision of designated district personnel. Money should be collected by the students within an ECA club (club) and can be spent at the discretion of the students within that club as long as they follow the established procedures. ECA funds are derived from a number of sources such as admissions to paid events, sales and donations. District clubs also hold fundraisers to raise money for school trips and sports equipment, and to support charities.

Each club has a faculty advisor (advisor) and a student treasurer. Student treasurers, with the assistance of faculty advisors, should maintain supporting documentation for collections and disbursements, remit funds in a timely manner to the central treasurer, and prepare purchase orders for disbursements.

The District has 56 clubs, 43 in the high school and 13 in the middle school. Only 47 of these clubs had cash transactions during the audit period. The District's ECA funds had deposits totaling \$152,803 and disbursements totaling \$127,761 between July 1, 2018 and June 30, 2020.

How Should ECA Funds Be Safeguarded?

The Regulations of the New York State Commissioner of Education recommend that school districts adopt policies and procedures to safeguard ECA funds. Additionally, they recommend appointing a faculty auditor to reconcile the ECA clubs' records with the central treasurer's records and audit various collections and disbursements transactions to ensure correct procedures are being used. Extra-classroom activity records, including supporting documentation for collections and disbursements, should be retained for six years.

The District's ECA procedures require a receipt to be provided to each person who pays money either as a receipt from a receipt book or register or as a ticket for admission. In those cases where receipts are not practical (e.g., a candy sale), the student treasurer, with the faculty advisor's assistance, should prepare an activity profit and loss statement that determines the exact amount to be realized by the sale in advance. When collecting funds, students should accurately document the source, date, amount, form (cash and checks) and purpose of the amounts collected. Faculty advisors are responsible for ensuring student treasurers maintain supporting evidence for collections.

District procedures also require student treasurers to prepare a deposit form that records cash received, by denomination, which must be reviewed and signed by the faculty advisor and Principal. Procedures also require that clubs remit money

collected to the central treasurer within two business days. Collections should be remitted to the central treasurer intact (in the same amount and form as received), and the central treasurer should record them in a ledger and deposit as soon as possible to prevent the loss or misuse of funds.

District procedures also require a payment form be prepared for all disbursements requested by an ECA club. The payment form lists the vendor's name, payment amount, ECA club name and reason for disbursement. The payment form must be signed by the student treasurer, advisor and Principal before it is submitted to the central treasurer with original invoices and itemized receipts attached. The central treasurer should disburse funds for ECA clubs only upon receiving a payment form with all required signatures. Finally, the District's authorized signatures policy, adopted in March 2014, requires both the student treasurer and central treasurer to sign ECA fund checks.

The Board Did Not Ensure ECA Funds Were Safeguarded

The Board did not adopt an ECA fund policy to provide comprehensive guidance for District officials and students. Instead, it relied on the District's internal auditor to prepare ECA fund procedures and provide staff with annual training. ECA procedures were developed by the District's internal auditor during the 2012-13 fiscal year and training was provided annually, including September 2019 and September 2020 during our audit period. Despite these procedures and training, faculty advisors failed to ensure receipts were issued for cash collections (see next section, Collections Were Not Supported). In addition, the Board did not ensure ECA records were secured. As a result, District officials lost 2018-19 fiscal year cash receipts and disbursements records for the high school clubs. Therefore, there is no identifiable source for a significant amount of the cash collections and disbursements in our test samples (see next two sections). Finally, the Board did not appoint a faculty auditor. Consequently, no one at the District was responsible for comparing the club records with the central treasurer's records – a control that would have detected that source documentation for cash receipts and disbursements were missing – in time to take corrective action.

Collections Were Not Supported

Between July 1, 2018 and June 30, 2020, 40 ECA clubs recorded collections totaling \$152,803. We reviewed deposits totaling \$108,251 from 11 of these clubs. District officials said that collection records for the fiscal year 2018-19 for the high school clubs were lost, including receipts to support \$69,103 of deposits for all 11 clubs in our sample. However, two faculty advisors told us they did not issue duplicate receipts prior to the 2020-21 school year, so we question whether any receipts actually existed for the 2018-19 fiscal year. Because there were no records to review, it was impossible to determine whether these collections were

properly collected, receipted or submitted timely by clubs to the central treasurer and deposited in full.

Further, only five deposits totaling \$4,038, of the 150 deposits totaling \$39,148 that officials provided records for (3 percent), were supported by receipts or other records documenting the source, date, amount and purpose of the collection. The remaining 145 deposits, totaling \$35,110, for which records were still available, were not supported by receipts or any other record to document the source, date, amount and purpose of each collection (Figure 1). Instead, District officials provided only the central treasurer's ledger, central treasurer's receipts, club deposit forms and bank deposit tickets. Figure 2 includes some examples of collections that had no support.

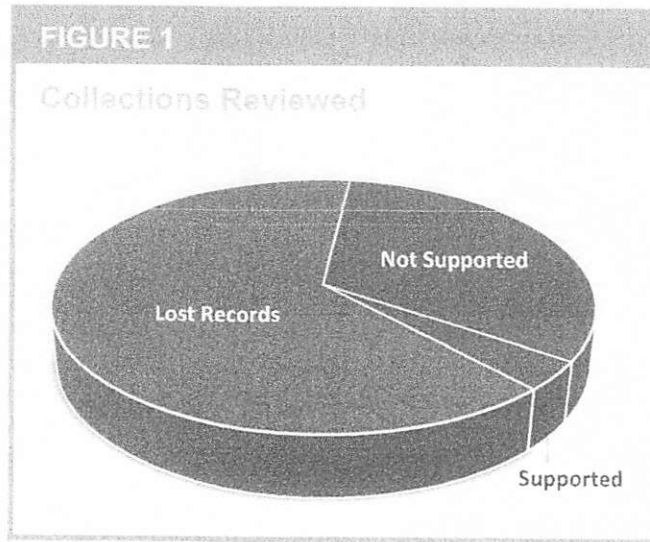


Figure 2: Examples of Collections With No Support

Date	ECA Club	Description	Amount
11/05/19	Class of 2020	Senior Dinner Ticket Sales	\$1,468
01/21/20	High School Band	Chocolate Sale	\$1,323
01/14/20	Boys Basketball	Tournament Fees	\$1,000

Student treasurers completed deposit forms for the 150 deposits that officials provided records for, which were generally signed by the student treasurer, faculty advisor and Principals, as required by District procedures. In addition, the central treasurer deposited these 150 collections in a timely manner, usually within two business days. However, because the clubs did not have receipts or other documentation to support when and in what form (cash or check) collections were received for 145 of the 150 deposits, it is impossible to determine whether any of the collections in our sample were submitted to the central treasurer intact and deposited within two business days of collection, as required by District procedures.

Faculty advisors told us they were not aware that District procedures require a receipt be provided to each person who pays money, even though it is included in the procedures that are distributed annually.

Because supporting documentation such as duplicate receipts were not issued during fundraising activities, and because the records were lost, District officials cannot ensure receipts were properly collected, timely submitted to the central treasurer and deposited in full.

Disbursement Records Were Not Complete

Between July 1, 2018 and June 30, 2020, 43 ECA clubs recorded disbursements totaling \$127,761. We reviewed disbursements totaling \$76,438 from eight clubs. District officials told us the supporting records for 2018-19 high school club disbursements were lost. Therefore, disbursements totaling \$44,605 were not supported by an itemized invoice or receipt, a properly authorized payment order or canceled check image signed by the student treasurer and central treasurer, as required by District policy.

For the remaining disbursements totaling \$31,833, except for minor discrepancies which we discussed with District officials, all disbursements were initiated by a payment form listing the vendor's name, payment amount, ECA club name and reason for disbursement, signed by the student treasurer, advisor and Principal, with original invoices attached, before the central treasurer disbursed the funds. However, none of the checks in our sample were signed by a student treasurer and all checks cleared the bank with only the central treasurer's signature. District officials told us that the District's bank does not require two signatures to process checks. Therefore, the control required by the policy is not implemented.

The District followed prescribed procedures for disbursements transacted during the 2019-20 fiscal year, and for the middle school's transactions in fiscal year 2018-19. However, because the high school clubs' 2018-19 records were lost due to poor controls, the District has no assurance that the high school clubs' disbursements for fiscal year 2018-19, including the four clubs in our sample totaling \$44,605, were properly authorized by a payment order and supported by an itemized invoice or receipt, as required by District policy.

What Do We Recommend?

The Board should:

1. Adopt an ECA fund policy to provide comprehensive guidance for District officials and students to ensure funds are properly collected, receipted, deposited and disbursed.
2. Appoint a faculty auditor to reconcile ECA club records to the central treasurer's records and audit various collections and disbursements transactions to ensure correct ECA procedures are used.
3. Ensure officials are complying with the check signing policy.

District officials should ensure:

4. ECA records, including support for collections and disbursements, are maintained for six years.

Club advisors should ensure:

5. Duplicate receipts or some other method of documentation is maintained to document the source, date, amount and purpose of each collection.

Appendix A: Response From District Officials

Finance and Operations
Amityville Union Free School District
150 Park Avenue Amityville, NY 11701

Dr. Edward Fale
Interim Superintendent
efale@amityvilleufsd.org
(631) 565-6019



Mr. Joseph Dragone
Interim Assistant Superintendent
jdragone@amityvilleufsd.org
(631) 565-6015

August 31, 2021

Ira McCracken, Chief Examiner
Office of the State Comptroller
NYS Office Building, Room 3A10
250 Veterans Memorial Highway
Hauppauge, NY 11788-5533

Report of Examination 2021M-087

Dear Mr. McCracken:

On behalf of the Board of Education, we would like to thank you for the opportunity to respond to the findings of your examination of our Extra-Classroom Activity Fund. We have read the report carefully and agree with your findings and recommendations. We are beginning the process of implementing our corrective action plan which we are outlining below. This CAP was presented to the Audit Committee and the Board of Education at its meeting of August 24 and approved unanimously. The format of our CAP is to take each of your five recommendations and identify the specific activities, procedures and practices which we will develop over the next few months including identifying the person(s) responsible for each task.

Corrective Action Plan

The Board should:

1. Adopt an ECA fund policy to provide comprehensive guidance for District officials and students to ensure funds are properly collected, receipted, deposited and disbursed.

A draft policy has been presented to our auditors and attorneys for their review and comment. This policy will provide comprehensive guidance to district officials and students on the safeguarding, accounting and auditing of extraclassroom activity funds. The policy will be adopted by the Board of Education by the opening of school on September 1, 2021 or as soon as possible thereafter and disseminated to all staff members who are involved in the Extra-Curricular Activities Program.

2. Appoint a faculty auditor to reconcile ECA club records to the central treasurer's records and audit various collections and disbursements transactions to ensure correct ECA procedures are used.

There will be a member of the district staff who will serve as the auditor of the ECA fund. It may not be a faculty member due to the fact that such an appointment would involve a

revision to the Collective Bargaining Agreement with the Amityville Teachers Association. However, there will be a staff member who will sample and audit the transactions of the central treasurer and student activity treasurer to be sure that they are aligned. Such audits will be performed in conformance with NYSED guidance and District policy related to the same. We will identify that "auditor" by December 1, 2021 and we expect that there will be at least two audits matching student records with the central treasurer's records in each of the schools - MS and HS.

3. Ensure officials are complying with the check signing policy.

Checks from the ECA fund are processed only after a payment form signed by the Student Treasurer, Faculty Advisor and Building Principal has been submitted prior to the drafting of the check to the Central Treasurer. However, the Board of Education policy requires the signature of both the Central Treasurer and the Student Activity Treasurer on the check itself. The Board of Education will consider a change to the policy to allow for the Central Treasurer's signature to be the only signature required on the check itself since the Central Treasurer is not in the same building.

District officials should ensure:

4. ECA records, including support for collections and disbursements, are maintained for six years.

In accordance with State Archives and Records Administration (SARA), the backup documentation for the activity fund receipts and disbursements must be maintained for 6 years. At the conclusion of each school year, this documentation will be placed into an archive box by the principal at each building and stored in the records archive in the business office. This will be implemented by June 30, 2022.

Club advisors should ensure:

5. Duplicate receipts or some other method of documentation is maintained to document the source, date, amount and purpose of each collection.

We will re-train the student activity treasurers and faculty advisors on the proper procedure to document all transactions. A separate audit of the documentation required will be conducted by the District Treasurer or his designee by March 1, 2022.

Once again, we would like to thank you for your careful review and recommendations to improve our Extra-Curricular Activities program.

Dr. Edward Fale
Interim Superintendent of Schools

Appendix B: Audit Methodology and Standards

We conducted this audit pursuant to Article V, Section 1 of the State Constitution and the State Comptroller's authority as set forth in Article 3 of the New York State General Municipal Law. To achieve the audit objective and obtain valid audit evidence, our audit procedures included the following:

- We interviewed the Assistant Business Administrator, central treasurer, faculty advisors and internal auditor, and reviewed policies and procedures, to determine the processes regarding the collection, receipt, deposit and disbursement of ECA funds.
- For our test of collections, we judgmentally selected a sample of high school clubs that collected \$2,000 or more and middle school clubs that collected \$1,000 or more during fiscal year 2018-19. This resulted in a sample of 11 clubs that collected \$108,251 out of 40 clubs that collected \$152,803 during the audit period. We requested all records from the selected clubs including receipts, deposit forms, central treasurer's receipt and ledger, deposit slips, deposit tickets and bank statements to determine whether ECA funds were properly collected, receipted and deposited.
- For our test of disbursements, we judgmentally selected the top five high school and top three middle school clubs that reported the most disbursements during fiscal year 2018-19. This resulted in a sample of eight clubs that disbursed \$76,438 out of 43 clubs that disbursed \$127,761 during the audit period. We requested all records from the selected clubs including payment orders, invoices, itemized receipts and check images to determine whether ECA funds were properly disbursed.

We conducted this performance audit in accordance with generally accepted government auditing standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

Unless otherwise indicated in this report, samples for testing were selected based on professional judgment, as it was not the intent to project the results onto the entire population. Where applicable, information is presented concerning the value and/or size of the relevant population and the sample selected for examination.

The Board has the responsibility to initiate corrective action. A written corrective action plan (CAP) that addresses the findings and recommendations in this report must be prepared and provided to our office within 90 days, pursuant to Section 35 of General Municipal Law, Section 2116-a (3)(c) of New York State Education Law and Section 170.12 of the Regulations of the Commissioner of Education. To the extent practicable, implementation of the CAP must begin by the end of the

next fiscal year. For more information on preparing and filing your CAP, please refer to our brochure, *Responding to an OSC Audit Report*, which you received with the draft audit report. The CAP should be posted on the District's website for public review.

Appendix C: Resources and Services

Regional Office Directory

www.osc.state.ny.us/files/local-government/pdf/regional-directory.pdf

Cost-Saving Ideas – Resources, advice and assistance on cost-saving ideas

www.osc.state.ny.us/local-government/publications

Fiscal Stress Monitoring – Resources for local government officials experiencing fiscal problems

www.osc.state.ny.us/local-government/fiscal-monitoring

Local Government Management Guides – Series of publications that include technical information and suggested practices for local government management

www.osc.state.ny.us/local-government/publications

Planning and Budgeting Guides – Resources for developing multiyear financial, capital, strategic and other plans

www.osc.state.ny.us/local-government/resources/planning-resources

Protecting Sensitive Data and Other Local Government Assets – A non-technical cybersecurity guide for local government leaders

www.osc.state.ny.us/files/local-government/publications/pdf/cyber-security-guide.pdf

Required Reporting – Information and resources for reports and forms that are filed with the Office of the State Comptroller

www.osc.state.ny.us/local-government/required-reporting

Research Reports/Publications – Reports on major policy issues facing local governments and State policy-makers

www.osc.state.ny.us/local-government/publications

Training – Resources for local government officials on in-person and online training opportunities on a wide range of topics

www.osc.state.ny.us/local-government/academy

Contact

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BOARD OF EDUCATION
Amityville Union Free School District, Amityville, NY 11701
Regular Monthly Meeting Minutes – June 15, 2022
Edmund W. Miles Middle School - Cafeteria

Motion to call the meeting to order at 5:05 p.m. by 1st Vice President Leon

Motion to enter to Executive Session at 5:10 p.m. made by Ms. Johnson; seconded by Mr. Heller for the purpose of matters regarding public safety made by Mr. Leon; seconded by Mr. Heller.
Motion carries unanimously.

IN ATTENDANCE: Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
Lisa Johnson, Trustee
Leslie Kretz, Trustee (arrived 5:09 p.m.)
Carol Seehof, Trustee
Dr. Edward Fale, Interim Superintendent of Schools
Dr. Joan Lange, Interim Assistant Superintendent for Curriculum and Instruction
Joseph Dragone, Interim Assistant Superintendent for Finance and Operations
Dr. Bridgette Waite, Director for Human Resources
John Sheahan, Esq., Guercio &Guercio, LLP

AMITYVILLE U F S D
APPROVED
BOARD OF EDUCATION MINUTES
DATE 7-6-2022
DISTRICT CLERK SIGNATURE

Olivia Buatsig

ABSENT: Dr. Terry Fulton, President
David Heller, Trustee

Motion to adjourn Executive Session and resume Open Meeting at 7:35 p.m. made by Ms. Johnson; seconded by Mrs. Santos. Motion carries unanimously.

IN ATTENDANCE: Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
Lisa Johnson, Trustee
Leslie Kretz, Trustee
Carol Seehof, Trustee
Dr. Edward Fale, Interim Superintendent of Schools
Dr. Joan Lange, Interim Assistant Superintendent for Curriculum and Instruction
Joseph Dragone, Interim Assistant Superintendent for Finance and Operations
Dr. Bridgette Waite, Director for Human Resources
John Sheahan, Esq., Guercio &Guercio, LLP

ABSENT: Eileen Becker, District Clerk
Dr. Terry Fulton, President
David Heller, Trustee

Mr. Leon led the audience in the Pledge of Allegiance and read the safety statement.

PRESENTATIONS

1. EPC Presentation by Honeywell and Energia
2. Digital Literacy Committee

Regular Monthly Meeting Minutes – June 15, 2022

APPROVAL OF MINUTES

1. May 4, 2022 – Special Meeting
2. May 11, 2022 – Regular Meeting
3. May 17, 2022 – Budget Vote and Trustee Election Results
4. May 24, 2022 – Special Meeting

Motion to Approve Agenda Items 2A-1 through 2A-4 made by Ms. Seehof; seconded by Ms. Johnson
Motion Carries Unanimously.

BOARD ACTION

1. Establish the Reorganization Meeting Date – July 6, 2022

Motion to Approve Agenda Item 2C-1 made by Ms. Seehof; seconded by Ms. Johnson
Motion Carries Unanimously.

GENERAL

1. Agreement with Employee

Motion to Approve Agenda Item 3A-1 made by Ms. Johnson; seconded by Mrs. Santos.
Motion Carries Unanimously.

2. Calendar of Board of Education 2022-23 Meeting Dates

Motion to Table Agenda Item 3A-2 made by Ms. Johnson; seconded by Ms. Seehof. Discussion: Keep meeting schedule as have had in the past.

Motion Amend 3A-2 to add Board Meetings move to Park Avenue Memorial Elementary School Auditorium made by Mrs. Santos; seconded by Mrs. Kretz.
Motion Carries Unanimously.

Motion Approve 3A-2 to add Board Meetings move to Park Avenue Memorial Elementary School Auditorium made by Mrs. Santos; seconded by Mrs. Kretz.
Motion Carries Unanimously.

PERSONNEL

1. FMLA: Elementary Teacher/NE – Aversa, D.
2. FMLA: Elementary Teacher/NW – Ramgadoo, S.
3. FMLA: English Teacher/MS – Wilson, K.
4. FMLA: English Teacher/HS – Miedl, K.
5. Leave of Absence W/O Pay: Food Service Worker/HS – Lowe, R.
6. Resignation: Assistant Principal/PA – Atlas, J.
7. Resignation: Attendance Teacher/HS – Lerebours, M.
8. Resignation for Retirement: Confidential Secretary/PN – O’Neill, J.
9. Resignation for Retirement: Teaching Assistant/HS – Powell, B.
10. Resignation for Retirement: Teaching Assistant/HS – Watkins, M.
11. Resignation: Security Guard/DW – Rein, W.
12. Resignation: Account Clerk/PN – Koepper, M.
13. Resignation: PT Office Assistant/Child Nutrition Dept/PN – Gaffney, K.

Regular Monthly Meeting Minutes – June 15, 2022

14. Resignation: Monitor/HS – Erlichman, J.
15. Resignation: Monitor/PA – Turner, S.
16. Revised Leave Replacement Appointment: ENL Teacher/HS – Bayne, A.
17. Leave Replacement Appointment: Science Teacher – Collins, K.
18. Revised Appointment: Permanent Substitute Teacher/HS – Collins, K.
19. Revised Appointment: Permanent Substitute Teacher/HS – Bayne, A.
20. Revised Appointment: Teaching Additional Class/HS – Roy, S.
21. Revised Appointment: Teaching Additional Class/HS – Henriksen, A.
22. Revised Appointment: Extended School Year Special Education Program/TA – Mizsak, D.
23. Rescind Appointment: Monitor/PA – Smith, L.
24. Rescind Appointment: Monitor/PA – Ramsing, S.
25. Revised Probationary Appointment: Assistant Principal/MS – Duguay, P.
26. Revised Probationary Appointment: Assistant Superintendent F&O – Buatsi, O.
27. Probationary Appointment: Building Principal/Secretary/MS – Rios, B.
28. Revised Probationary Appointment: Elementary Teacher/MS – Hardial, D.
29. Rescind Probationary Appointment: Business Teacher/HS – Curci, L.
30. Appointment: Mentor Coordinator – Randolph, L.
31. Appointment: HCARE Liaison – Arrington-Penick, S.
32. Appointment: Regents Review Teacher – Seubert, J.
33. Appointment: Regents Review Teacher – Iovino, A.
34. Appointment: Regents Review Teacher – Zider, J.
35. Appointment: Regents Review Teacher – Roberts, M.
36. Appointment: Regents Review Teacher – Metz, C.
37. Appointment: Regents Review Teacher – Takseraas, D.
38. Appointment: Regents Review Teacher – Martin, M.

39. Appointment: Home Tutor/St. Martin of Tours – Meisen, M.
40. Appointment: Home Tutor/Special Education – Arrington, S.
41. Appointment: Home Tutor/Foreign Language – Castro, E.
42. Appointment: Home Tutor/Science – Fallot, P.
43. Appointment: Home Tutor/Mathematics – Fallot, R.
44. Appointment: Home Tutor/Social Studies – Howard, M.
45. Appointment: Home Tutor/Special Education – McGowan, J.
46. Appointment: Home Tutor/Business – Milan, L.
47. Appointment: Home Tutor/Foreign Language – Whitney, S.
48. Appointment: Food Service Worker/HS – Quintyne-Best, E.
49. Appointment: Food Service Worker/NE – Zale, J.
50. Appointment: Food Service Worker/HS – Guardado-Cruz, Z.
51. Appointment: Security Guard/DW – Baldwin, H.
52. Appointment: Security Guard/DW – Ambersley, V.
53. Appointment: Leave Replacement Monitor/HS – Jones, S.
54. Appointment: Monitor/HS – Hickman, F.

Regular Monthly Meeting Minutes – June 15, 2022

55. Appointment: Summer School Lunch/Food Service Worker – Zale, J.
56. Appointment: Summer School Lunch/Food Service Worker – Chandler, J.
57. Appointment: Summer School Lunch/Food Service Worker – Raifer, M.
58. Appointment: Summer School Lunch/Food Service Worker – Posy, R.
59. Appointment: Summer School Lunch/Food Service Worker – Sepulveda, Y.
60. Appointment: Summer School Lunch/Food Service Worker – Vasquez, R.
61. Appointment: Summer School Lunch/Food Service Worker – Martinez-Cruz, L.
62. Appointment: Summer School Lunch/Food Service Worker – Lopez, Maldonado, B.
63. Appointment: Summer School Lunch/Food Service Worker – Juna-Loy, R.
64. Appointment: Summer School Lunch/Food Service Worker – Vargas Reyes, R.
65. Appointment: Summer School Lunch/Cook – Rodriguez, O.
66. Appointment: Summer School Lunch/Cook – Wolk, C.
67. Appointment: Summer School Lunch/Cook – Radziewicz, C.
68. Appointment: Summer School Lunch/Cook – Reyes Cruz, A.
69. Appointment: Summer School Lunch/Cook – Berry, J.
70. Appointment: Summer Substitute Custodian – Clarke, B.
71. Appointment: Summer Substitute Custodian – Addae, J.
72. Appointment: Summer Substitute Custodian – Rothstein, D.
73. Appointment: Summer Substitute Custodian – Gebora, E.
74. Appointment: Summer Substitute Custodian – Gray, A.
75. Appointment: Summer Substitute Custodian – Williams, M.
76. Appointment: Summer Substitute Custodian – McCatty, G.
77. Appointment: Substitute Office Assistant – Bartnick, S.
78. Appointment: Substitute Office Assistant – Aguilar, J.
79. Appointment: Substitute Office Assistant – Reedy, P.
80. Appointment: Substitute Office Assistant – Hussain, F.
81. Appointment: Report Card Committee – Instructional Coach – McCormack, M.
82. Appointment: Report Card Committee – Pre-K Teacher – Carmen, Y.
83. Appointment: Report Card Committee – Instructional Coach – McCormack, T.
84. Appointment: Interim Assistant Superintendent for Curriculum and Instruction – Lange, Dr. J.
85. Termination: Director for Data and Instructional Technology/DW – Knudsen, L.
86. Appointment: AP Proctor – Whitney, S.
87. Appointment: AP Proctor – Louis, G.
88. Appointment: AP Proctor – Rochester, S.
89. Appointment: AP Proctor – Fallot, P.
90. Appointment: AP Proctor – Frey, R.
91. Appointment: AP Proctor – Rosario, N.
92. Appointment: AP Proctor – Wivietsky, E.
93. Resignation for Retirement: Account Clerk – Gilbride, P.
94. Appointment: 2022-23 Head Coach/Varsity Football – Epps, J.
95. Appointment: 2022-23 Assistant Coach/Varsity Football – Cimmino, P.
96. Appointment: 2022-23 Assistant Coach/Varsity Football – Chambliss, R.

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- 97.Appointment: 2022-23 Head Coach/MS Football – Manley, D.
- 98.Appointment: 2022-23 Assistant Coach/MS Football – Myers, V.
- 99.Appointment: 2022-23 Volunteer Coach/Football – Boell, J.
- 100.Appointment: 2022-23 Head Coach/Varsity Girls Volleyball – Dexter, J.
- 101.Appointment: 2022-23 Assistant Coach/Varsity Girls Volleyball – Bura, S.
- 102.Appointment: 2022-23 Head Coach/JV Girls Volleyball – Reiner, H.
- 103.Appointment: 2022-23 Head Coach/MS Girls Volleyball – Dexter, J.
- 104.Appointment: 2022-23 Volunteer Coach/Volleyball – Smith, K.
- 105.Appointment: 2022-23 Head Coach/Varsity Boys Soccer – Abbondondollo, Jr., M.
- 106.Appointment: 2022-23 Assistant Coach/Varsity Boys Soccer – Gannon, C.
- 107.Appointment: 2022-23 Head Coach/JV Boys Soccer – George, B.
- 108.Appointment: 2022-23 Head Coach/MS Boys Soccer – Katsigiorgis, J.
- 109.Appointment: 2022-23 Volunteer Coach/Boys Soccer – Abbondondolo, Sr., Michael.
- 110.Appointment: 2022-23 Volunteer Coach/Soccer – McCoy, G.
- 111.Appointment: 2022-23 Head Coach/Varsity Girls Soccer – DeMonda, N.
- 112.Appointment: 2022-23 Assistant Coach/Varsity Girls Soccer – Alberda, K.
- 113.Appointment: 2022-23 Head Coach/MS Girls Soccer – Fallot, R.
- 114.Appointment: 2022-23 Head Coach/JV Girls Tennis – Greiss, M.
- 115.Appointment: 2022-23 Head Coach/MS Girls Tennis – Kretz, A.
- 116.Appointment: 2022-23 Head Coach/Varsity Cross Country Co-Ed – Sage, S.
- 117.Appointment: 2022-23 Head Coach/MS Cross Country Co-Ed – Germain, P.
- 118.Appointment: 2022-23 Head Coach/Varsity Sideline Cheerleading – Giordano, G.
- 119.Appointment: 2022-23 Head Coach/Varsity Competitive Cheerleading – Giordano, G.
- 120.Appointment: 2022-23 Assistant Coach/Varsity Competitive Cheerleading – Cohen, M.

Motion to Approve Agenda Items 3B-1 through 3B-120 made by Ms. Johnson; seconded by Mrs. Santos. Motion Carries Unanimously.

- 121.Appointment: 2022-23 Coach/Varsity Boys Basketball – Agostino, Jack

Motion to Approve Agenda Item 3B-121 made by Mrs. Kretz; seconded by Ms. Seehof. Ms. Johnson abstained. Motion Carries: 4 YES; 0 NO; 1 ABSTAIN

- 122.Appointment: 2022-23 Assistant Coach/Varsity Boys Basketball – Agostino, Jonathan
- 123.Appointment: 2022-23 Head Coach/JV Boys Basketball – Kretz, W.
- 124.Appointment: 2022-23 Head Coach/MS Boys Basketball – Karafantis, G.

Motion to Approve Agenda Items 3B-122 through 3B-124 made by Mrs. Santos; seconded by Mrs. Kretz.

Motion Carries Unanimously.

- 125.Appointment: 2022-23 Head Coach/Varsity Girls Basketball – Maloney, T. – PULLED

Regular Monthly Meeting Minutes – June 15, 2022

- 126.Appointment: 2022-23 Head Coach/MS Girls Basketball – Karafantis, G.
- 127.Appointment: 2022-23 Coach/Volunteer Basketball – Boell, J.
- 128.Appointment: 2022-23 Head Coach/Varsity Boys Track & Field Indoor – Hawkins, R.
- 129.Appointment: 2022-23 Assistant Coach/Varsity Boys Track & Field Indoor – Matthews, H.
- 130.Appointment: 2022-23 Head Coach/Varsity Girls Track & Field Indoor – Sage, S.
- 131.Appointment: 2022-23 Assistant Coach/Varsity Girls Track & Field Indoor – Church, C.
- 132.Appointment: 2022-23 Head Coach/Varsity Boys Track & Field Outdoor – Hawkins, R.
- 133.Appointment: 2022-23 Assistant Coach/Varsity Boys Track & Field Outdoor – Matthews, H.
- 134.Appointment: 2022-23 Head Coach/Varsity Girls Track & Field Outdoor – Sage, S.
- 135.Appointment: 2022-23 Assistant Coach/Varsity Girls Track & Field Outdoor – Church, C.
- 136.Appointment: 2022-23 Head Coach/MS Boys Track & Field – Germain, P.
- 137.Appointment: 2022-23 Head Coach/MS Girls Track & Field – Asbell, G.
- 138.Appointment: 2022-23 Volunteer Coach/Track & Field – Pollock, J.
- 139.Appointment: 2022-23 Head Coach/Varsity Wrestling – Jackson, J.
- 140.Appointment: 2022-23 Assistant Coach/ Varsity Wrestling – Manley, D.
- 141.Appointment: 2022-23 Head Coach/MS Wrestling – Fallot, P.
- 142.Appointment: 2022-23 Assistant Coach/MS Wrestling – Fallot, R.
- 143.Appointment: 2022-23 Volunteer Coach/Wrestling – Maisel, W.
- 144.Appointment: 2022-23 Head Coach/Varsity Baseball – Zider, J.
- 145.Appointment: 2022-23 Assistant Coach/Varsity Baseball – Reiner, H.
- 146.Appointment: 2022-23 Head Coach/MS Baseball – Kretz, W.
- 147.Appointment: 2022-23 Head Coach/Varsity Softball – DeMonda, N.
- 148.Appointment: 2022-23 Head Coach/MS Baseball – Kretz, W.
- 149.Appointment: 2022-23 Head Coach/JV Softball – Claps, R.
- 150.Appointment: 2022-23 Head Coach/MS Softball – Alberda, K.
- 151.Appointment: 2022-23 Head Coach/JV Girls Lacrosse – Howard, M.
- 152.Appointment: 2022-23 Head Coach/MS Girls Lacrosse – Steiger, A.
- 153.Appointment: 2022-23 Head Coach/Varsity Girls Flag Football – Maisel, W.
- 154.Appointment: 2022-23 Head Coach/Unified Basketball – Gannon, C.
- 155.Appointment: 2022-23 Volunteer Coach/Unified Basketball – Ammirati, J.
- 156.Appointment: 2022-23 Head Coach/Special Olympics – Ammirati, J.
- 157.Appointment: 2022-23 Assistant Coach/Special Olympics – Gannon, C.
- 158.Appointment: 2022-23 Volunteer Coach/Special Olympics – Howard, M.
- 159.Appointment: 2022-23 Head Coach/VIP/Challenger – Ammirati, J.
- 160.Appointment: 2022-23 Volunteer Coach/VIP/Challenger – Gannon, C.
- 161.Appointment: 2022-23 Volunteer Coach/All Sports – Farkas, E.

Motion to Approve Agenda Items 3B-126 through 3B-161 made by Ms. Johnson; seconded by Mrs. Santos.

Motion Carries Unanimously.

Regular Monthly Meeting Minutes – June 15, 2022

Agenda Item 3B-162 was pulled as it was a duplicate of Agenda Item 3B-6.

BUSINESS

1. Motion to Dispose of Fixed Assets
2. Donations
3. Donation for Scholarship
4. Accept WSB AS-7 Contract for 2022-2023
5. Increase 2021-2022 Budget

Motion to Approve Agenda Items 3C-1 through 3C-5 made by Ms. Johnson; seconded by Ms. Seehof.
Motion Carries Unanimously.

FINANCE

1. April, 2022 Report

Motion to Approve Agenda Item 3D-1 made by Ms. Seehof; seconded by Ms. Johnson.
Motion Carries Unanimously.

CONTRACTS FOR SPECIAL EDUCATION SERVICES

1. Adults and Children with Learning and Developmental Disabilities
2. Alternatives for Children
3. Building Blocks Developmental Preschool
4. Developmental Disabilities Institute
5. Health Source Group
6. Henry Viscardi School
7. Leeway School
8. Little Angels Center
9. MKSA
10. Positive Behavior Support Counseling
11. Sensational Development Occupational Therapy, PLLC.
12. Suffolk County Department of Health Division of Services for Children with Special Needs
13. The UCP Nassau/Children's Learning Center
14. Variety Child Learning Center

Motion to Approve Agenda Items 3E-1 through 3E-14 made by Mrs. Kretz; seconded by Ms. Seehof.
Motion Carries Unanimously.

CURRICULUM AND INSTRUCTION

1. Approval of Conferences

Motion to Table Agenda Item 3F-1 made by Ms. Seehof; seconded by Mrs. Santos.
Motion Carries Unanimously.

Regular Monthly Meeting Minutes – June 15, 2022

COMMUNITY INPUT

Mr. Davis disappointed there is not more diversity in Coaches relative particular to Agenda Item 3B-121.

Mrs. Heenan spoke that her DASA complaints from 2020 have not been addressed, she has not received any response from the district.

EXECUTIVE SESSION

Motion to adjourn to Executive Session for the purpose of personnel and legal counsel at 9:05 P.M. made by Ms. Johnson; seconded by Ms. Seehof.

Motion Carries Unanimously.

IN ATTENDANCE: Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
Lisa Johnson, Trustee
Leslie Kretz, Trustee (arrived 5:09 p.m.)
Carol Seehof, Trustee
Dr. Edward Fale, Interim Superintendent of Schools
Dr. Joan Lange, Interim Assistant Superintendent for Curriculum and Instruction
Joseph Dragone, Interim Assistant Superintendent for Finance and Operations
Dr. Bridgette Waite, Director for Human Resources
John Sheahan, Esq., Guercio &Guercio, LLP

ABSENT: Dr. Terry Fulton, President
David Heller, Trustee

Motion to return to Open Session at 10:00 p.m. made by Ms. Johnson; seconded by Ms. Seehof.
Motion Carries Unanimously

Motion to Amend the Agenda to add Agenda Item 2C-2 Nomination of 2nd Vice President Jeannette Santos the Everett R. Dryer Awards for Distinguished School Board Service.
Made by Ms. Johnson; seconded by Ms. Seehof.
Motion Carries Unanimously

Motion to Approve Agenda Item 2C-2 Nomination of 2nd Vice President Jeannette Santos the Everett R. Dryer Awards for Distinguished School Board Service.
Made by Ms. Johnson; seconded by Ms. Seehof.
Motion Carries Unanimously

ADJOURNMENT

Motion to Adjourn Meeting at 10:00 p.m. made by Ms. Johnson; seconded by Ms. Seehof.
Motion Carries Unanimously

BOARD OF EDUCATION
Amityville Union Free School District, Amityville, NY 11701
Regular Monthly Meeting—July 6, 2022—7:30 PM

1. Meeting Called to Order

A. Emergency Exit, No Smoking Statement

In the unlikely event of an emergency, you need to note that exits are clearly marked. Take a moment to note the exit nearest to where you are seated. *Smoking is not allowed on school grounds. *As a courtesy, please turn off cell phones during the meeting.

B. Pledge of Allegiance

C. Presentations

D. Community Input Regarding Board Agenda Items Only

2. Board Action Recommended by the Board of Education

A. Approval of Board Minutes

1. Draft – June 8, 2022 – Special Meeting
2. Draft – June 15, 2022 – Regular Meeting
3. Draft – June 21, 2022 – Special Remote Meeting

B. Board Action Recommended by Board Policy Committee

C. Board Action Recommended by Board of Education

1. Establish Hon. Toni Bean Memorial Scholarship

D. Audit Committee

3. Board Action Recommended by the Superintendent of Schools

A. General

- 1.CSEA Employee Benefit Fund Agreement- Sunrise Dental Plan
- 2.CSEA Employee Benefit Fund Agreement- Vision Plus

B. Personnel

1. Personnel Action Report

C. Business

1. Use of Facilities
2. Change Order AMHS BBS
3. Allowance Authorization No. 2
4. Nassau BOCES Bid for Services
5. The Piermont Agreement

D. Finance

- 1.Treasurer Report for May 2022

E. Contracts for Special Education Services

1. All About Kids
2. Blue Sea Educational
3. Cleary School Amendment to ARP
4. Eden Genesis III Program
5. Girls, Inc.
6. The Hagedorn Little Village School
7. Horizon Health
8. Just Kids Amendment to ARP
9. NY Therapy
10. Serene Home Nursing

11. St. James Tutoring
12. The Safe Center
13. UCP Children’s Learning Center Nassau County
14. US Medical
15. The Hagedorn Little Village Amendment for ARP
16. Dr. Ochoa
17. DDI Development Disabilities Institute
18. Kidz Therapy Services, PLLC
19. Kidz Educational Services SLP, OT, PT

F. Curriculum and Instruction

4. Reports

A. Legal Counsel for the District

B. Superintendent of Schools

1. Assistant Superintendent for Curriculum & Instruction
2. Assistant Superintendent for Human Resources
3. Assistant Superintendent for Finance & Operations

C. Board of Education

5. Community Input Regarding Non Board Agenda Items Only

6. Adjournment

BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – JULY 6, 2022

ACTION

AGENDA ITEM #
2A/1 – 4

RESOLUTION: APPROVAL OF MINUTES

BE IT RESOLVED, the District Clerk presents the following drafts of minutes for the approval by the Board of Education:

1. June 8, 2022 – Special Meeting
2. June 15, 2022 – Regular Meeting
3. June 21, 2022 – Special Meeting via Zoom
4. June 29, 2022 – Special Meeting

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – JULY 6, 2022**

ACTION

**AGENDA ITEM #
2C 1**

RESOLUTION: SCHOLARSHIP

WHEREAS the Toni Bean Memorial Scholarship has solicited and received funds to establish a scholarship to perpetuate the memory of a citizen who was devoted to the school district, our community and its children, and

WHEREAS the Board of Education is authorized by Education Law to accept and administer gifts, now therefore be it

RESOLVED, that the Board of Education authorizes the transfer of the balance available in the Jane Bean Memorial Scholarship Fund which was established on June 21, 1982 (approximately \$5,519.41) to the Toni Bean Memorial Scholarship, and be it further

RESOLVED, that the Board of Education accepts gifts from various citizens in the amount of \$2,500 to be added to the fund and any other gifts from citizens who from time to time may wish to contribute to the fund, and be it further

RESOLVED, the such sum is to be invested and awarded yearly to students in the Amityville School District in accordance with the following guidelines until such funds are depleted:

1. \$250 per year shall be made available to the Guidance Department at Amityville Memorial High School for use in paying the fees incurred for necessary college testing and registration fees by any student who is in need of financial support
2. \$750 per year shall be awarded as a scholarship to a graduating Amityville Memorial High School student who has been active in school and/or community service. This student will be chosen by the Principal and Senior Class Advisor. The funds shall be given to the student only upon the completion of their freshman year at college with a GPA of 2.5 (C) or higher. Should the student not meet this requirement, the funds will be retained and awarded to a future student.

BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – July 6, 2022

BOARD ACTION

Agenda Item
3A-1

RESOLUTION

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, the Board of Education approves the CSEA Employee Benefit Fund Agreement. and authorizes the Board President to execute the said Agreement(s).

Superintendent of Schools: _____

Handwritten signature of Edward M. Fale in black ink, written over a horizontal line.

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – July 6, 2022**

BOARD ACTION

Agenda Item
3A-2

RESOLUTION

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, the Board of Education approves the Addendum to the District's Agreement with the CSEA Employee Fund for the Sunrise Dental Plan and authorizes the Board President to execute the said Agreement(s).

Superintendent of Schools:



**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

I. PERSONNEL MATTERS - TEACHING AND ADMINISTRATIVE

A. Certified Resignation(s)

	NAME	EFFECTIVE DATE	TENURED	ASSIGNMENT/SCHOOL	REASON
1.	Waite, Dr. Bridgette	06/30/2022	No	Director of Human Resources	Appt Asst Superintendent for Human Resources
2.	Mikolajczak, Nicole (rescind)	06/01/2022	No	Elementary Summer Success	Personal
3.	Vetter, Kristen	04/22/2022	No	Perm Sub Teacher/NW	Personal

B. Certified Appointment(s) - Additional Assignments

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
1.	Lynch, Barbara	07/05/2022 - 08/04/2022	Sub TA/NE	Summer Success	\$30/per hour
2.	Hunter, Abbey	08/31/2022 - 06/30/2023	Instructional Coach/NW	Yearly Appt	ATA Contract
3.	Zider, Jennifer	08/31/2022 - 06/30/2023	3rd - ELA Grade Level Leader/PA	Yearly Appt	ATA Contract
4.	Bura, Stacey	08/31/2022 - 06/30/2023	3rd - Math, Science & Social Studies Grade Level Leader/PA	Yearly Appt	ATA Contract
5.	McCormack, Melissa	08/31/2022 - 06/30/2023	4th - ELA Grade Level Leader/PA	Yearly Appt	ATA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
6.	Darling, Kelly	08/31/2022 - 06/30/2023	4th - Math, Science & Social Studies Grade Level Leader	Yearly Appt	ATA Contract
7.	Conboy, Joanna	08/31/2022 - 06/30/2023	5th - ELA Grade Level Leader	Yearly Appt	ATA Contract
8.	Sarlo, Christopher	08/31/2022 - 06/30/2023	5th - Math, Science & Social Studies Grade Level Leader	Yearly Appt	ATA Contract
9.					

*Summer Success - Grant Funded summer program

C. Certified Appointment(s) - Probationary

	NAME	EFFECTIVE DATE	TENURE AREA	TENURE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
1.	Waite, Dr. Bridgette	07/01/2022	Assistant Superintendent for Human Resources	06/30/2025	DW	Title Change	Per Contract
2.	DeMato-Garcia, Joseph	08/31/2022	Music	08/31/2026	HS/MS	Replacing Jolene Maccarone	ATA Contract Step 3 (A)

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	TENURE AREA	TENURE DATE	ASSIGNMENT/ SCHOOL	COMMENT	RATE OF COMPENSATION
3.	Tutku, Kristen	08/31/2022	Elementary Teacher	08/31/2026	PAMES	Replacing Tina Smith	ATA Contract Step 2 (A)
4.	Bock, Jillian	08/31/2022	Art Teacher	08/31/2026	HS/MS	New Position	ATA Contract Step 2(D)

D. Certified Appointment(s) - Part Time

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
1.	Claps, Robert	07/01/2022 - 06/30/2023	Athletic Coordinator/HS	Yearly Appt	ATA Contract
2.	Diot, Chris	07/01/2022 - 06/30/2023	Athletic Coordinator/MS	Yearly Appt	ATA Contract
3.	Ferrante, Bianca	08/31/2022 - 06/30/2023	Tri-M Music Honor Society	Yearly Appt	ATA Contract
4.	Ferrante, Bianca	08/31/2022 - 06/30/2023	Chamber Orchestra	Yearly Appt	ATA Contract
5.	Bonny-Rankin, Soraya	08/31/2022 - 06/30/2023	Interact Club	Yearly Appt	ATA Contract
6.	Bonny-Rankin, Soraya	08/31/2022 - 06/30/2023	Senior Class Advisor	Yearly Appt	ATA Contract
7.	Marrero, Kimmerly	08/31/2022 - 06/30/2023	GSA	Yearly Appt	ATA Contract
8.	Mizrachi, Dawn	08/31/2022 - 06/30/2023	Suffolk County Dept of Labor	Yearly Appt	ATA Contract
9.	Mizrachi, Dawn	08/31/2022 - 06/30/2023	STEP Coordinator	Yearly Appt	ATA Contract
10.	Mizrachi, Dawn	08/31/2022 - 06/30/2023	Liaison Key Club	Yearly Appt	ATA Contract
11.	Borja, Ashley	08/31/2022 - 06/30/2023	Senior Class Advisor	Yearly Appt	ATA Contract
12.	Cimmino, Paul	08/31/2022 - 06/30/2023	Broadcasting Co-Advisor	Yearly Appt	ATA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
13.	Abate, Anthony	08/31/2022 - 06/30/2023	Band	Yearly Appt	ATA Contract
14.	Abate, Anthony	08/31/2022 - 06/30/2023	AV Coordinator	Yearly Appt	ATA Contract
15.	Greiss, Matthew	08/31/2022 - 06/30/2023	Broadcasting Co-Advisor	Yearly Appt	ATA Contract
16.	Greiss, Matthew	08/31/2022 - 06/30/2023	Student Government	Yearly Appt	ATA Contract
17.	Asbell, Gerald	08/31/2022 - 06/30/2023	Asst Drama Club	Yearly Appt	ATA Contract
18.	Chery, Francesca	08/31/2022 - 06/30/2023	World Language Honor Society	Yearly Appt	ATA Contract
19.	Schulken, Jennifer	08/31/2022 - 06/30/2023	Rho Kappa Nat'l Social Studies Honor Co-Advisor	Yearly Appt	ATA Contract
20.	Intrieri, Christine	08/31/2022 - 06/30/2023	Central Treasurer	Yearly Appt	ATA Contract
21.	Asbell, Melisa	08/31/2022 - 06/30/2023	Drama Club Advisor	Yearly Appt	ATA Contract
22.	McGowan, Jason	08/31/2022 - 06/30/2023	WAC PAC	Yearly Appt	ATA Contract
23.	Faranda, Athena	08/31/2022 - 06/30/2023	Asst Interact Club	Yearly Appt	ATA Contract
24.	Fallot, Patrick	08/31/2022 - 06/30/2023	Detention Supervisor	Yearly Appt	ATA Contract
25.	Rosario, Kathryn	08/31/2022 - 06/30/2023	Sophomore Class	Yearly Appt	ATA Contract
26.	Keenan, Kara	08/31/2022 - 06/30/2023	ECHO	Yearly Appt	ATA Contract
27.	Fallot, Ryan	08/31/2022 - 06/30/2023	Detention Supervisor	Yearly Appt	ATA Contract
28.	Spady, Antonio	08/31/2022 - 06/30/2023	Jr. Class Advisor	Yearly Appt	ATA Contract
29.	Whitney, Sandra	08/31/2022 - 06/30/2023	Sub Detention	Yearly Appt	ATA Contract
30.	Rexach, Sally Ann	08/31/2022 - 06/30/2023	Jr. Class Advisor (2024)	Yearly Appt	ATA Contract
31.	Miedl, Kathryn	08/31/2022 - 06/30/2023	Spoken Word Society	Yearly Appt	ATA Contract
32.	Roberts, Melissa	08/31/2022 - 06/30/2023	Future Teachers of Tomorrow	Yearly Appt	ATA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
33.	Scherzinger, Patricia	08/31/2022 - 06/30/2023	Yearbook	Yearly Appt	ATA Contract
34.	Scherzinger, Patricia	08/31/2022 - 06/30/2023	Sub Detention	Yearly Appt	ATA Contract
35.	Tomasi, Matthew	08/31/2022 - 06/30/2023	Warrior Nation Co-Advisor	Yearly Appt	ATA Contract
36.	Maloney, Thomas	08/31/2022 - 06/30/2023	Warrior Nation Co-Advisor	Yearly Appt	ATA Contract
37.	Grasso, Jayne	08/31/2022 - 06/30/2023	Nat'l Art Honor Society	Yearly Appt	ATA Contract
38.	Donovan, Sandra	08/31/2022 - 06/30/2023	Cap & Gown Coordinator	Yearly Appt	ATA Contract

E. Certified Appointment(s) – Hourly

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
1.	Whitney, Sandra	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
2.	Louis, Gerde	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
3.	Rochester, Seth	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
4.	Fallot, Patrick	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
5.	Frey, Ruth	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
6.	Rosario, Nicole	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
7.	Wivietzky, Ethan	08/31/2022 - 06/30/2023	AP Proctoring/HS	Yearly Appt	ATA Contract
8.	Arrington-Penick, Sherefer	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
9.	Brunson, Carlee	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
10.	Castro, Elisa	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
11.	Daley, Kim	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
12.	Fallot, Patrick	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
13.	Fallot, Ryan	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
14.	Feehan, Rebecca	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
15.	Heck, Laurie	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
16.	Hererra, Marta	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
17.	Howard, Margot	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
18.	Kretz, Allyson	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
19.	Kretz, William	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
20.	McGowan, Jason	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
21.	Milan, Lesia	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
22.	Pepe, Jennifer	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
23.	Poulin, Anne	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
24.	Trotman, Jennifer	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
25.	Whitney, Sandra	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
26.	Wilsher, Jodi	08/31/2022 - 06/30/2023	Home Instructor/HS	Yearly Appt	ATA Contract
27.	Brunson, Carlee	08/31/2022 - 06/30/2023	Home Instructor/MS	Yearly Appt	ATA Contract
28.	Harris, Ada	08/31/2022 - 06/30/2023	Home Instructor/PA	Yearly Appt	ATA Contract
29.	Ross, Deborah	08/31/2022 - 06/30/2023	Home Instructor	Yearly Appt	ATA Contract
30.	Gibbons, Selina	Summer 2022	CSE/CPSE	Yearly Appt	ATA Contract

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31.	Brown, Hilda	Summer 2022	CSE/CPSE	Yearly Appt	ATA Contract
32.	Kearney, Keri	Summer 2022	Summer Work	Guidance Counselor/MS	1/200th salary
33.	Brower, Tim	Summer 2022	Summer Work	Guidance Counselor/MS	1/200th salary
34.	Thepenier, Karina	Summer 2022	Summer Work	Guidance Counselor/MS	1/200th salary
35.	Offitto, Beatriz	Summer 2022	Summer Success Program	Social Worker/MS	\$55/per hr
36.	Ahmed, Fatima	Summer 2022	Summer Success Program	Math Teacher/MS	\$55/per hr
37.	Umana, Patricia	Summer 2022	Summer Success Program	7th Grade Science/MS	Grant Funded
38.	McGlynn, Margaret	Summer 2022	Summer Success Program	Reading/MS	Grant Funded
39.	Gutama, Anna	Summer 2022	Summer Success Program	Sub Teaching Asst./NE	Grant Funded
40.	Lynch, Barbara	Summer 2022	Summer Success Program	Sub Teaching Asst/NE	Grant Funded
41.	Liebler, Eileen	Summer 2022	Extended School Year	Sub Teacher	Grant Funded
42.	Whitney, Sandra	Summer 2022	Summer Success Program	Spanish Teacher/HS	Grant Funded
43.	Paternostro, Peter	07/01/2022 - 06/30/2023	Curriculum Advisory Council/AAA	Co-Chairperson	Grant Funded
44.	Collins, Dr. Pauline	07/01/2022 - 06/30/2023	Curriculum Advisory Council/AAA	Chairperson/NE	Grant Funded

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45.	Fernandez, Dr. Frances	07/01/2022 - 06/30/2023	Curriculum Advisory Council/AAA	Chairperson/Music/Art	Grant Funded
46.	Hutcherson, Rose	07/01/2022 - 06/30/2023	Curriculum Advisory Council/AAA	Chairperson/MS	Grant Funded
47.	Stephens, Mary	07/01/2022 - 06/30/2023	Curriculum Advisory Council/AAA	Chairperson/HS	Grant Funded
48.	Wolfe, Nakia	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/MS	Grant Funded
49.	Castro, Nicholas	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/HS	Grant Funded
50.	DelGiorno, Alyssa	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/MS	Grant Funded
51.	Smith, Jenny	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/NW	Grant Funded
52.	Grasso, Paul	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/NW	Grant Funded
53.	Smith, Tina	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Co-Chairperson/NW	Grant Funded
54.	Quinn, Tim	07/01/2022 - 06/30/2023	Digital Literacy	Co-Chairperson/PA	Grant Funded
55.	Grillo, Janice	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/PA	Grant Funded
56.	Cesiro, Lynn	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/MS	Grant Funded
57.	O'Brien, Francis	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/MS	Grant Funded

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58.	Heavey, Lori	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/NW	Grant Funded
59.	Cohen, Meredith	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/NW	Grant Funded
60.	Smith, Jenny	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/NW	Grant Funded
61.	Smith, Tina	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/NE	Grant Funded
62.	McCormack, Theresa	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/NE	Grant Funded
63.	Rosario, Nicole	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/HS	Grant Funded
64.	Keaveny, Nidia	07/01/2022 - 06/30/2023	Digital Literacy	Sub Committee/HS	Grant Funded
65.	Grasso, Paul	07/01/2022 - 06/30/2023	Elementary Report Card	Co-Chairperson/PA	Grant Funded
66.	Frank, Katharine	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/PA	Grant Funded
67.	Silva-Cruz, JoAnn	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/PA	Grant Funded
68.	McCormack, Melissa	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/PA	Grant Funded
69.	Ruggiero, Leighann	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/PA	Grant Funded
70.	Perez, Barbara	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/NE	Grant Funded
71.	Dady, Jane	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/NE	Grant Funded
72.	Collins-Lewis, Dr. Reva	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/ Elementary	Grant Funded
73.	Asbell, Melissa	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/NW	Grant Funded
74.	James, Sandra	07/01/2022 - 06/30/2023	Elementary Report Card	Sub-Committee/NW	Grant Funded
75.	Dieck, Patti	07/01/2022 - 06/30/2023	Professional Development	Co-Chairperson/MS	Grant Funded

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76.	Cesiro, Lynn	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/MS	Grant Funded
77.	Chandler, Renee	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/NW	Grant Funded
78.	Hart, Lynn	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/NW	Grant Funded
79.	Floyd, Jacqueline	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/NE	Grant Funded
80.	Randolph, Lisa	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/NE	Grant Funded
81.	Mendelson, Tiffany	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/NE	Grant Funded
82.	Ruggiero, Leighann	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/PA	Grant Funded
83.	Mizrachi, Dawn	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/HS	Grant Funded
84.	Keavey, Nidia	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/HS	Grant Funded
85.	Gross, Karen	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/HS	Grant Funded
86.	Gigante, Nicole	07/01/2022 - 06/30/2023	Professional Development	Sub-Committee/PA	Grant Funded
87.	Wilsher, Jodi	07/01/2022 - 06/30/2023	ELA	Co-Chairperson/HS	Grant Funded
88.	Giordano, Graceann	07/01/2022 - 06/30/2023	ELA	Sub-Committee/HS	Grant Funded
89.	Ciliotta, Leslie	07/01/2022 - 06/30/2023	ELA	Sub-Committee/MS	Grant Funded
90.	Graham, Denise	07/01/2022 - 06/30/2023	ELA	Sub-Committee/MS	Grant Funded
91.	Tandy, Jeannette	07/01/2022 - 06/30/2023	ELA	Sub-Committee/MS	Grant Funded
92.	Bloom, Christine	07/01/2022 - 06/30/2023	ELA	Sub-Committee/NW	Grant Funded
93.	Brooks, Margaret	07/01/2022 - 06/30/2023	ELA	Sub-Committee/NW	Grant Funded
94.	Carrero, Danielle	07/01/2022 - 06/30/2023	ELA	Sub-Committee/NW	Grant Funded

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95.	Grasso, Paul	07/01/2022 - 06/30/2023	ELA	Sub-Committee/PA	Grant Funded
96.	Gigante, Nicole	07/01/2022 - 06/30/2023	ELA	Sub-Committee/PA	Grant Funded
97.	Martin, Monica	07/01/2022 - 06/30/2023	Math	Co-Chairperson/MS	Grant Funded
98.	Tandy, Jeannette	07/01/2022 - 06/30/2023	Math	Sub-Committee/MS	Grant Funded
99.	Davi-Ortiz, Nancy	07/01/2022 - 06/30/2023	Math	Sub-Committee/NW	Grant Funded
100.	Naso, Keri	07/01/2022 - 06/30/2023	Math	Sub-Committee/NW	Grant Funded
101.	Faber, Nicole	07/01/2022 - 06/30/2023	Math	Sub-Committee/NW	Grant Funded
102.	Dady, Jane	07/01/2022 - 06/30/2023	Math	Sub-Committee/NE	Grant Funded
103.	Sarlo, Chris	07/01/2022 - 06/30/2023	Math	Sub-Committee/PA	Grant Funded
104.	Tanbasi, Nicole	07/01/2022 - 06/30/2023	Math	Sub-Committee/PA	Grant Funded
105.	Castro, Elisa	07/01/2022 - 06/30/2023	World Language	Co-Chairperson/HS	Grant Funded
106.	Carlucci, Suzanne	07/01/2022 - 06/30/2023	World Language	Sub-Committee/HS	Grant Funded
107.	Chery, Francesca	07/01/2022 - 06/30/2023	World Language	Sub-Committee/HS	Grant Funded
108.	Giordano, Graceann	07/01/2022 - 06/30/2023	World Language	Sub-Committee/HS	Grant Funded
109.	Mejia, Carolyn	07/01/2022 - 06/30/2023	World Language	Sub-Committee/MS	Grant Funded
110.	Tandy, Jeannette	07/01/2022 - 06/30/2023	World Language	Sub-Committee/MS	Grant Funded
111.	Zachary, Corinne	07/01/2022 - 06/30/2023	World Language	Sub-Committee/MS	Grant Funded
112.	Cruz, JoAnn	07/01/2022 - 06/30/2023	World Language	Sub-Committee/PA	Grant Funded
113.	Varas, Lissa	07/01/2022 - 06/30/2023	World Language	Sub-Committee/NE	Grant Funded

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114.	Trotman, Jennifer	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Co-Chairperson/MS	Grant Funded
115.	Graham, Denise	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/MS	Grant Funded
116.	Tandy, Jeannette	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/MS	Grant Funded
117.	Wolfe, Nakia	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/MS	Grant Funded
118.	McCormack, Theresa	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NE	Grant Funded
119.	Mendelson, Tiffany	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NE	Grant Funded
120.	Randolph, Lisa	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NE	Grant Funded
121.	Chandler, Renee	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NW	Grant Funded
122.	James, Sandra	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NW	Grant Funded
123.	Hart, Lynn	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NW	Grant Funded
124.	Brijmohan, Priya	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/NW	Grant Funded
125.	Tomasi, Matthew	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/HS	Grant Funded
126.	Milan, Lesia	07/01/2022 - 06/30/2023	Diversity, Equity & Inclusion	Sub-Committee/HS	Grant Funded
127.	Gross, Karen	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Co-Chairperson/HS	Grant Funded
128.	Keaveny, Nicia	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/HS	Grant Funded
129.	Rosario, Nicole	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/HS	Grant Funded
130.	Offitto, Beatriz	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/MS	Grant Funded
131.	Byrd, Jessica	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/MS	Grant Funded
132.	Herrera, Marta	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/MS	Grant Funded

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	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
133.	Bermundez, Jessenia	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NE	Grant Funded
134.	Carey, Lisa	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NE	Grant Funded
135.	Floyd, Jacqueline	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NE	Grant Funded
136.	Brijmohan, Priya	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NW	Grant Funded
137.	Lee, Debra	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NW	Grant Funded
138.	Faber, Nicole	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NW	Grant Funded
139.	Plaia, Nicole	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/NW	Grant Funded
140.	Collins-Lewis, Dr. Reva	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/ Elementary	Grant Funded
141.	Buzzerio, Jessica	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/PA	Grant Funded
142.	Pravata, Christine	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/PA	Grant Funded
143.	DeMauro, Alison	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Sub-Committee/PA	Grant Funded
144.	Naso, Keryn	07/01/2022 - 06/30/2023	AIS/RtI	Co-Chairperson/NW	Grant Funded
145.	Feehan, Rebecca	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/MS	Grant Funded
146.	Hardial, Damaris	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/MS	Grant Funded
147.	Leston-Lievano, Maria	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/NE	Grant Funded
148.	McCormack, Theresa	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/NE	Grant Funded
149.	Bianco, Jennifer	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/NW	Grant Funded
150.	Hunter, Abbey	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/NW	Grant Funded

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151.	Reiner, Howard	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/PA	Grant Funded
152.	Gigante, Nicole	07/01/2022 - 06/30/2023	AIS/RtI	Sub-Committee/PA	Grant Funded
153.	Driscoll, Jessica	08/31/2022 - 06/30/2023	ENL/Bilingual Teacher	Building Level Leader	ATA Contract
154.	Grillo, Dr. Janice	08/31/2022 - 06/30/2023	Literacy Teacher	Building Level Leader	ATA Contract
155.	Beckles, Dr. Nicola	07/01/2022 - 06/30/2023	Staff Mental Health Coach	DW	\$220/per hr (Grant Funded)
156.	Azzara, Erica	03/31/2022 - 06/06/2022	Teacher	Additional Class	ATA - .2 FTE/Salary
157.	Metz, Christine	03/28/2022 - 05/27/2022	Teacher	Additional Class	ATA - .2 FTE/Salary
158.	Dauria, Denise	03/29/2022 - 05/31/2022	Teacher	Additional Class	ATA - .2 FTE/Salary
159.	Harpaul, Kelly	03/29/2022 - 05/31/2022	Teacher	Additional Class	ATA - .2 FTE/Salary
160.	Takseraas, David	03/28/2022 - 05/27/2022	Teacher	Additional Class	ATA - .2 FTE/Salary

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14.	Spero, Victoria	08/31/2022 - 06/30/2023	4.50 hour Monitor/NE	Annual Appt	CSEA II - Step 7
15.	Breland Marrow, Debra	08/31/2022 - 06/30/2023	4.50 hour Monitor/NW	Annual Appt	CSEA II - Step 5
16.	Davis, Mary	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 7
17.	DeMartino, Nancy	08/31/2022 - 06/30/2023	3.25 hour Monitor/NW	Annual Appt	CSEA II - Step 7
18.	Farkash, Arlene	08/31/2022 - 06/30/2023	4.50 hour Monitor/NW	Annual Appt	CSEA II - Step 7
19.	Goldsmith, Debra	08/31/2022 - 06/30/2023	3.75 hour Monitor/NW	Annual Appt	CSEA II - Step 7
20.	Latimer, Leslie	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 1
21.	Ollivierre-Williams, Armeia	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 1
22.	Sbarra, Eileen	08/31/2022 - 06/30/2023	4.50 hour Monitor/NW	Annual Appt	CSEA II - Step 7
23.	Shah, Arti	08/31/2022 - 06/30/2023	4.50 hour Monitor/NW	Annual Appt	CSEA II - Step 7
24.	Sharma, Raj	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 2
25.	Shelton, LaFrena	08/31/2022 - 06/30/2023	4.75 hour Monitor/NW	Annual Appt	CSEA II - Step 7
26.	Steinberg, Skylar	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 3
27.	Thomas Garcia, Jessica	08/31/2022 - 06/30/2023	3.00 hour Monitor/NW	Annual Appt	CSEA II - Step 1
28.	Williams, Marshall	08/31/2022 - 06/30/2023	3.25 hour Monitor/NW	Annual Appt	CSEA II - Step 6
29.	Benymon, Mable	08/31/2022 - 06/30/2023	3.00 hour Monitor/PAMES	Annual Appt	CSEA II - Step 2
30.	Brink, Donna	08/31/2022 - 06/30/2023	6.50 hour Monitor/PAMES	Annual Appt	CSEA II - Step 7
31.	Perkins, Kathleen	08/31/2022 - 06/30/2023	3.00 hour Monitor/PAMES	Annual Appt	CSEA II - Step 1
32.	Reese, Jean	08/31/2022 - 06/30/2023	5.00 hour Monitor/PAMES	Annual Appt	CSEA II - Step 7
33.	Lisanti, Joseph	08/31/2022 - 06/30/2023	3.00 hour Monitor/PAMES	Annual Appt	CSEA II - Step 2

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34.	Lopez-Maldonado, Blanca	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/AMHS	Annual Appt	CSEA - Step 4
35.	Raifer, Maria	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/AMHS	Annual Appt	CSEA - Step 5
36.	Drineas, Chrysanthi	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/EWMMS	Annual Appt	CSEA - Step 1
37.	Juna-Loy, Roxana	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/EWMMS	Annual Appt	CSEA - Step 2
38.	Quiroz, Martha	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/EWMMS	Annual Appt	CSEA - Step 5
39.	Rodriguez, Orquidea	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/EWMMS	Annual Appt	CSEA - Step 2
40.	Vargas Reyes, Ruth	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/EWMMS	Annual Appt	CSEA - Step 1
41.	Grayson, Dolly	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NE	Annual Appt	CSEA - Step 5
42.	Zale, Jacqueline	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NE	Annual Appt	CSEA - Step 1
43.	Barns, Mioshea	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NW	Annual Appt	CSEA - Step 2
44.	Vasquez, Reina	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NW	Annual Appt	CSEA - Step 1
45.	Sepulveda, Yuberca	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NW	Annual Appt	CSEA - Step 1
46.	Lopez, Silvia	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NW	Annual Appt	CSEA - Step 5
47.	Martinez Cruz, Loida	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/NW	Annual Appt	CSEA - Step 2

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48.	Granados-Molina, Ana	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/PAMES	Annual Appt	CSEA -Step 5
49.	Chandler, Jennifer	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/PAMES	Annual Appt	CSEA -Step 4
50.	Wittke, Gail	08/31/2022 - 06/30/2023	5.00 hour Food Service Wkr/PAMES	Annual Appt	CSEA -Step 5
51.	Eastwood, Michelle	08/31/2022 - 06/30/2023	Bus Monitor/AMHS	Annual Appt	CSEA II - Step 7
52.	Brown, Shameka	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II - Step 2
53.	Coghiel, DiAndrae	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 7
54.	Delgado, Jessica	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 2
55.	Latty, Bridget	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 4
56.	Liccese, Janet	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 7
57.	Marrone, Dunia	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 7
58.	Sicoli, Beth	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 7
59.	Williams, Kenneth	08/31/2022 - 06/30/2023	Bus Monitor/EWMMS	Annual Appt	CSEA II -Step 7
60.	Brink, Donna	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
61.	Byrne, Gena	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
62.	Floyd, Micia	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 6
63.	Franchi, Christine	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
64.	Gallo, Doreen	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
65.	Granados-Molina, Ana	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 4

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 6, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
66.	Mazes, Tara	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 6
67.	McCatty, Daisy	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
68.	McPhee, Kelly	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
69.	Norman, Brenda	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
70.	Reese, Jean	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
71.	Russell, Juliann	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
72.	Silva, Anne	08/31/2022 - 06/30/2023	Bus Monitor/PAMES	Annual Appt	CSEA II -Step 7
73.	Crowley, Kathy	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 7
74.	Farkash, Arlene	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 7
75.	Mizsak, Deanna	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 6
76.	Riche, Stacy	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 5
77.	Sbarra, Eileen	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 7
78.	Williams, Marshall	08/31/2022 - 06/30/2023	Bus Monitor/NW	Annual Appt	CSEA II -Step 6
79.	Tejada-Torres, Rose	08/31/2022 - 06/30/2023	Bus Monitor/NE	Annual Appt	CSEA II -Step 7
80.	Grayson, Shayla	08/31/2022 - 06/30/2023	Bus Monitor/NE	Annual Appt	CSEA II -Step 7
81.	Reedy, Patricia	08/31/2022 - 06/30/2023	Bus Monitor/DW	Annual Appt	CSEA II -Step 1
82.	Altschuler, Mark	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
83.	Ambersley, Vinroy	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
84.	Andreone, Derek	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
85.	Bailey, Stephen	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract

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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
86.	Becht, Timothy	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
87.	Bonilla, Anthony	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
88.	Bonilla, Moises	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
89.	Brutus, Linda	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
90.	Brutus, Sheldon	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
91.	Burke, Kevin	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
92.	Chavies, Phyllis	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
93.	D'Alessandro, Thomas	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
94.	Dickes, Robert	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
95.	Dinnigan, James	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
96.	Dobles, Gabriel	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
97.	Durkin, Michael	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
98.	Edwards, Joel	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
99.	Epps, Mark	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
100.	Ferguson, Steven	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
101.	Henry, Baldwin	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
102.	Hernandez, Rafael	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
103.	Hughes, William	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
104.	Jangel, Adam	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
105.	Lanzillotta, Anthony	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
106.	Liebegott, Scott	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
107.	LoBono, Scott	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
108.	Madison, Eugene	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
109.	Martin, Gregory	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
110.	May, Edward	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
111.	Menendez, Salvador	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
112.	Miladinovic, George	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
113.	Moccio, Salvatore	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
114.	Monaco, Russell	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
115.	Murphy, Wayne	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
116.	Pepitone, Vincent	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
117.	Policastro, Carey	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
118.	Robinson, Dennis	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
119.	Rodriguez, Thomas	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
120.	Schachtel, Adam	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
121.	Schwaner, Joseph	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
122.	Simon, Howard	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
123.	Souffront, Luisa	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
124.	Sperandeo, Thomas	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
125.	Steinberg, David	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract

**BOARD OF EDUCATION
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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
126.	Viviano, Frank	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
127.	Zager, Gerard	08/31/2022 - 06/30/2023	Security Guard	Annual Appt	ASA Contract
128.	Bonasera, Michael	08/31/2022 - 06/30/2023	Drill Instructor	Annual Appt	ATA Contract
129.	Richard, Douglas	08/31/2022 - 06/30/2023	Drill Writer	Annual Appt	ATA Contract
130.	Sweeney, Brian	08/31/2022 - 06/30/2023	Piano Accompanist	Annual Appt	ATA Contract
131.	Lim, Natasha	07/18/2022 - 07/21/2022	Leaders of Tomorrow Site Coordinator	New Appt	Grant Funded
132.	Cardone, John	07/25/2022 - 07/28/2022	Leaders of Tomorrow Site Coordinator	New Appt	Grant Funded
133.	Manley, Dan	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Wrestling Instructor	New Appt	Grant Funded
134.	Reiner, Howard	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Volleyball Instructor	New Appt	Grant Funded
135.	Velez, Melissa	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Spanish & African Music Instructor	New Appt	Grant Funded
136.	Stagnari, Sean	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Water Safety Instructor	New Appt	Grant Funded
137.	Claps, Robert	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Golf Instructor	New Appt	Grant Funded

**BOARD OF EDUCATION
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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
138.	Kaplan, Christina	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow American Sign Language Instructor	New Appt	Grant Funded
139.	Jackson, James	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Asst Wrestling Instructor	New Appt	Grant Funded
140.	Dexter, Julia	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Asst Volleyball Instructor	New Appt	Grant Funded
141.	Asbell, Gerald	07/18/2022 - 07/21/2022 07/25/2022 - 07/28/2022	Leaders of Tomorrow Asst Golf Instructor	New Appt	Grant Funded
142.	Little, Asantae	09/01/2022 - 06/30/2023	Perm Sub Custodian	New Appt	CSEA-\$15.00 per hr

C. Additional Assignments(s)

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	RATE OF COMPENSATION
1.	Johnson, Patricia	08/31/2022 - 06/30/2023	Lead Nurse/DW	\$3,000.00
2.	Lorefice-Rivera, Christina	Summer 2022	Sub Nurse/DW	Nurses Contract
3.	Fulford, Amy	Summer 2022	Nurse/Sports Physicals for AMHS	1/200th of Nurses' salary
4.	Fulford, Amy	Summer 2022	Nurse/Update Protocols/Guidelines	Nurses Contract
5.	Graham, Lakeesha	Summer 2022	Nurse/Data Entry for Pre-K and K	Nurses Contract
6.	Dogmantis, Kylene	Summer 2022	Nurse/Sports Camp	Nurses Contract

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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	RATE OF COMPENSATION
7.	Fulford, Amy	Summer 2022	Nurse/Summer Athletic Practices	Nurses Contract
8.	Spence, Jasmine	Summer 2022	SPED Aide/MS	\$22.00 per hour
9.	Hussain, Fatema	Summer 2022	Summer Clerical/AMHS	\$25.00 per hour
10.	Bartnick, Summer	Summer 2022	Summer Clerical/EWMMS	\$25.00 per hour
11.	Kane, Miluska	Summer 2022	Summer Clerical/EWMMS	\$25.00 per hour
12.	Little, Asantae	7/7/2022 - 8/31/2022	Summer Sub Custodian	\$15.00 per hour
13.	Bonilla, Kevin	7/7/2022 - 8/31/2022	Summer Sub Custodian	\$15.00 per hour
14.	Matthews, Hassan	7/7/2022 - 8/31/2022	Summer Sub Custodian	\$15.00 per hour
15.	Garard, Paula	Summer 2022	Extended School Year - 1:1 Aide/1/2 day	Grant Funded
16.	Popovych, Iryna	Summer 2022	Extended School Year - Sub 1:1 Aide	Grant Funded
17.	Klivan, Emily	Summer 2022	Extended School Year - Sub 1:1 Aide	Grant Funded
18.	Liebler, Eileen	Summer 2022	Extended School Year - Sub Teacher	Grant Funded
19.	Norman, Brenda	Summer 2022	Extended School Year - Sub 1:1 Aide	Grant Funded
20.	Klivan, Emily	Summer 2022	Extended School Year - Sub 1:1 Aide	Grant Funded
21.	Romeo, Christina	08/31/2022 - 06/30/2023	Competitive Cheerleading Head Coach/MS	ATA Contract
22.	Romeo, Christine	08/31/2022 - 06/30/2023	Sideline Cheerleading Head Coach/MS	ATA Contact
23.	Maisel, William	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
24.	Kretz, William	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
25.	Myers, Vincent	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
26.	Bura, Stacey	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
27.	Fallot, Ryan	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact

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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	RATE OF COMPENSATION
28.	Claps, Robert	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
29.	Cimmino, Paul	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
30.	Fallot, Patrick	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
31.	Cohen, Meredith	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
32.	Greiss, Matt	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
33.	Ruiz de Ojeda, Maria	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
34.	Alberda, Keri	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
35.	Ammirati, John	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
36.	Zider, Jack	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
37.	Giordano, Graceann	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
38.	Asbell, Gerald	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
39.	Karafantis, George	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
40.	Manley, Dan	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
41.	McCarthy, Cynthia	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
42.	Gannon, Chris	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
43.	Diliberto, Carol	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
44.	George, Berten	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
45.	Steiger, Angela	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
46.	Fulford, Amy	08/31/2022 - 06/30/2023	Athletic Supervisor	ATA Contact
47.	Berrios, Lurdez	08/08/2022 - 08/19/2022	Sports Camp Administrator	ATA Contract
48.	Reiner, Howard	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract

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PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	RATE OF COMPENSATION
49.	Giordano, Graceann	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract
50.	Germain, Pascal	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract
51.	Claps, Robert	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract
52.	Maisel, William	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract
53.	Lee, Debra	08/08/2022 - 08/19/2022	Sports Camp Instructor	ATA Contract
	Buzzerio, Jessica	07/01/2022 - 06/30/2023	My Brother's Keeper Parent Liaison	Grant Funded
	Offitto, Beatriz	07/01/2022 - 06/30/2023	My Brother's Keeper Parent Liaison	Grant Funded
	Feehan, Rebecca	08/15/2022 - 08/16/2022	Crisis Prevention Training Instructor	Grant Funded
	Fried, Karen	08/15/2022 - 08/16/2022	Crisis Prevention Training Instructor	Grant Funded

D. Certified Leave(s) of Absence without Pay

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON
1.	Hill, Eric	05/11/2022 - 06/13/2022	Maintenance Mechanic II/DW	Medical

E. FMLA

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON
1.	Marrero, Kimberley	Intermittent 05/27/2022 - 07/01/2023	Social Worker/HS	Personal

**BOARD OF EDUCATION
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PERSONNEL ACTIONS

AGENDA ITEM

F. Revisions

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
1.	Buatsi, Olivia	07/02/2022 - 07/01/2025	Asst. Superintendent for Finance & Operations	One day separation	\$202,000 (pro-rata)
2.	Ambersley, Vinroy	06/09/2022 - 06/30/2022	Security Guard/DW	Salary correction	ASA Contract
3.	Baldwin, Henry	06/22/2022 - 06/30/2022	Security Guard/DW	Salary correction	ASA Contract

G. Rescind Appts

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON
1.	Mikolajczak, Nicole	06/30/2022	Elementary Teacher Summer Success/MS	Another Position
2.	Zara, Natasha	06/30/2022	Elementary Teacher Summer Success/MS	Another Position
3.	Heck, Laurie	06/30/2022	Elementary Teacher/Summer Success/MS	Unable to Work
4.	McPhee, Kelly	07/05/2022	Elementary Summer Success	Unable to Work
5.	Varas, Lissa	07/05/2022	Elementary Summer Success/NE	Unable to Work
6.	Basharat, Nazim	Summer 2022	Extended School Year Special Ed 1:1 Aide	Resigned

Superintendent: 

**BOARD OF EDUCATION
AMITYVILLE UFSD
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BUSINESS

**AGENDA ITEM
Item 3C-1/1 to 3C-1/2**

USE OF FACILITIES

WHEREAS, the Amityville UFSD has received requests for use of our facilities, and said requests have been approved by the Building Principal and the Assistant Business Administrator,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, that the Board of Education of the Amityville UFSD hereby approves the use of facilities.

	Organization	Bldg	Location	Dates	Purpose	Time
1	Amityville Senior Center	Park N	Kitchen Monday-Friday Room 110 Wednesday only	7/1/22-6/30/23	Meeting, Movies and Games	09:30am-1:30pm
2	Bay Village Civic Association	Park N	Conference Room	08/15/22- 6/20/23 8/15, 9/19, 10/17, 11/21, 12/19, 1/17, 3/20, 4/17, 5/15, 6/20	Civic	6:30pm-8:30pm

Prepared by: Olivia Buatsi
Typed by: db
Superintendent of Schools:

Edward M. Fale

BOARD OF EDUCATION
AMITYVILLE UFSD
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BUSINESS

Agenda Item
3C – 2

RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward Fale, the Board of Education hereby approves the following change orders under the scope of work associated with the Capital Improvements at Amityville Memorial High School:

SED Number: 58-01-06-03-0-001-013

Contractor: Hi-Tech Air Conditioning Service, Inc.

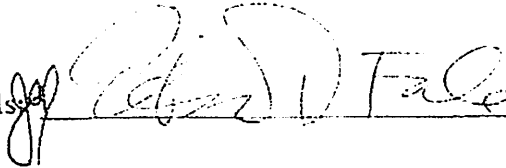
Original Contract Price:	\$	4,167,023.00
Net change by previously authorized Change Orders	\$	87,000.00
The Contract Sum prior to this Change order was	\$	4,254,023.00
The Contract Sum will decrease by this Change order in the amount of	\$	-52,875.13
The new Contract Sum including this Change order will be	\$	4,201,147.87

Change Order #2:

The contract is changed as follows:

- | | | |
|---|-----------|-----------------------------|
| 1. Credit for unused balance of Lump Sum Allowance No 2. | | |
| Deduct..... | \$ | <u>(\$40,812.38)</u> |
| 2. Credit for costs associated with Auditorium Cleaning charges paid to VRD Contracting | | |
| Deduct..... | \$ | (12,062.75) |
| Total Added cost..... | \$ | <u>(\$52,875.13)</u> |

Superintendent of Schools



Prepared by: Joseph C. Dragone
Typed by: pl

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – July 6, 2022**

BUSINESS

**Agenda Item
3C - 3**

RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward Fale, the Board of Education hereby approves the following Allowance Authorization No. 2 under the scope of work associated with the Additions & Alterations at Amityville High School:

Please note: that the "allowance amount" was part of the base contract and therefore this work will not increase the contract amount.

SED Number: 58-01-06-03-0-001-013
Contractor: Hi-Tech Air Conditioning Service, Inc.
Date: October 1, 2020

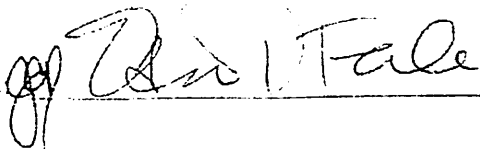
Allowance Description: Lump Sum Allowance No. 2

Total Allowance Amount: \$ 100,000.00

Allowance Items

Description of Work	Date	Cost
1. Disconnect & reinstall kitchen exhaust hood		\$ 3,732.71
Install ductless split A/C unit in technology room.		\$ 8,357.91
2. Replacement of Temporary Air Filters (PCO#4)		\$ 1,983.00
Resupporting of steam piping in crawl space under corridor 103 required for floor reconstruction (PCO#5)		\$ 7,664.68
Troubleshooting and repair of BMS control wiring for 2 nd flr classrooms (PCO#7)		\$ 6,140.62
Remove, disconnect & re-install UV's in classroom in 218 & 220 required for exterior wall shoring for Cafeteria expansion including removal and reinstallation of temporary UV in Cafeteria (PCO#8)		\$ 13,000.00
Cap existing steam piping in basement no longer required at 6 locations within the existing building (PCO#9)		\$ 3,417.84
Provide and install new steam coils and convector covers within Corridor 103 required as part of floor reconstruction (PCO#10)		\$ 11,903.49
Modify ductwork and grille in Band Room #35 (PCO#11)		\$ 804.37
Provide and install roof mats for new roof top equipment (PCO#12)		\$ 1,448.00
Provide new air outlets within Cafeteria due to ceiling height field condition (PCO#13)		\$ 735.00
Total Value		\$ 59,187.62
Balance		\$ 40,812.38

Superintendent of Schools



Prepared by: Joseph C. Dragone
Typed by: pt

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING – July 6, 2022**

BUSINESS

**AGENDA
Item 3C-4**

PARTICIPATING IN COOPERATIVE BID FOR SERVICES OF NASSAU COUNTY

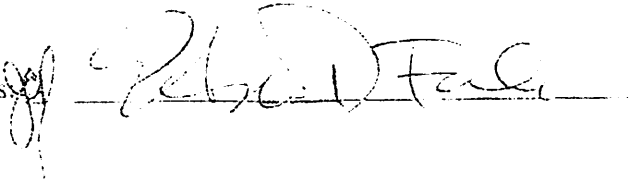
WHEREAS, the Board of Education, Amityville Union Free School District of New York State (the "School District") wishes to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") for the purchase of various commodities and/or services as authorized by and in accordance with the Education Law and General Municipal Law, Section 119-o; and

WHEREAS, the District, more particularly, wishes to participate in the joint cooperative bids as listed and checked below:

CORE GROUP:
AUTOMOBILES - PASSENGER CARS/VANS/TRUCKS

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, that the Board of Education approves the agreement.

Superintendent of Schools



A handwritten signature in black ink, appearing to read "Edward M. Fale", is written over a horizontal line. The signature is cursive and somewhat stylized.

Prepared by: Joseph C. Dragone
Typed by: pt

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MONTHLY MEETING - JULY 6, 2022**

REPORTS

**AGENDA ITEM
Item 3D -1**

WHEREAS, the Board of Education is in receipt of financial reports regarding the operation of the school district.

RESOLUTION:

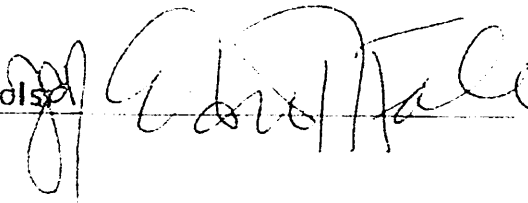
BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, that the Board of Education acknowledge receipt of the following reports for the month of May 2022:

- A) Expenditure Report - General Fund
- A1) Revenue Report
- A2) Collateral Reconciliation Report
- B) Expenditure Report - Federal Fund
- C) Treasurer's Bank Reconciliation Reports
- D) Schedule of Bills
- D1) General Fund Checks
- D2) Cafeteria Fund Checks
- D3) Federal Fund Checks
- D4) Capital Fund Checks
- D5) Special Revenue Checks
- D6) Scholarship Checks
- E) Claims Auditor Report
- F) School Lunch Report - No Report

Prepared By: Treasurer/MTK

Typed By: MTK

Superintendent of Schools





Book	Policy Manual
Section	2000
Title	School Board Officer & Employee Code of Ethics
Code	2160
Status	Active
Adopted	May 1, 2013

2160-SCHOOL DISTRICT OFFICER AND EMPLOYEE CODE OF ETHICS

The Board of Education is committed to avoiding any situation in which the existence of conflicting interests of any officer or employee may call into question the integrity of the management or operation of the school district. The Board recognizes that sound, ethical standards of conduct serve to increase the effectiveness of district officers and staff as educators and public employees in the community. Adherence to a code of ethics promotes public confidence in the schools and furthers the attainment of district goals.

The Board also recognizes its obligation to adopt a code of ethics setting forth the standards of conduct required of all district officers and employees under the provisions of the General Municipal Law. Therefore, every officer and employee of the district, whether paid or unpaid, shall adhere to the following code of conduct:

1. **Gifts:** An officer or employee shall not directly or indirectly solicit any gift or accept or receive any gift having a value of \$100 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part.

However, the Board welcomes and encourages the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. **Confidential information:** An officer or employee shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her personal interest.

3. **Representation before the Board or District:** An officer or employee shall not receive or enter into any agreement, expressed or implied, for compensation for services to be rendered in relation to any matter before the school district.

4. **Disclosure of interest in matters before the Board:** A member of the Board of Education and any officer or employee of the district, whether paid or unpaid, must publicly disclose the nature and extent of any interest they or

their spouse have, will have or later acquire in any actual or proposed contract, purchase agreement, lease agreement or other agreement involving the school district (including oral agreements), to the governing body and his/her immediate supervisor (where applicable) even if it is not a prohibited interest under applicable law. Such disclosure must be in writing and made part of the official record of the school district. Disclosure is not required in the case of an interest that is exempted under Section 803(2) of the General Municipal Law. The term "interest" means a pecuniary or material benefit accruing to an officer or employee. Exceptions to the conflict of interest law can be found in Section 802 of the General Municipal Law.

5. **Investments in conflict with official duties:** An officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties. Exceptions to the conflict of interest law can be found in Section 802 of the General Municipal Law.

6. **Private employment:** An officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.

7. Future employment: An officer or employee shall not, after the termination of service or employment with the district, appear before the Board in relation to any action, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration.

Distribution of Code of Ethics

The Superintendent of Schools shall cause a copy of this Code of Ethics to be distributed to every member of the Board, every officer and employee of the school district. Each officer and employee elected or appointed thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. In addition, the Superintendent shall ensure that a copy of Article 18 of the General Municipal Law shall be kept posted in each public building under the district's jurisdiction in a place conspicuous to the district's officers and employees.

Penalties

In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of the Board's code of ethics and its accompanying regulation may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

Ref: General Municipal Law §§806-808

Adopted: 05/01/13

2160 School Board Officer and Employee Code of Ethics.pdf (65 KB)

Board Appointment

[REDACTED]

Thu 7/14/2022 2:54 PM

To: Edward Fale <efale@amityvilleufsd.org>

Hi Dr. Fale,

Thanks for getting back to me.

As you know, once action is taken on a resolution it is no longer confidential and becomes public record. As such, please advise if Melissa and Gerald Asbell were appointed Advisor/Asst Advisor to the Drama Club at the 7/6/22 meeting.

I await your reply.

Thank you,
Wendy

From: Edward Fale <efale@amityvilleufsd.org>

Sent: Thursday, July 14, 2022 12:50 PM

To: [REDACTED]

Subject: Re: Board Appointment

Hello Wendy,

Thank you for your email. Since this is a personnel matter I cannot discuss it in this manner.

Ed Fale

Sent from my iPhone

On Jul 14, 2022, at 12:26 PM, wendy gargiulo <wgargiulo@hotmail.com> wrote:

I am still waiting for a reply. Kindly respond accordingly.

Wendy

From: [REDACTED]

Sent: Wednesday, July 13, 2022 5:23:11 PM

To: Edward Fale <efale@amityvilleufsd.org>

Subject: Board Appointment

Hello Dr. Fale,

Please see the link below to view Melissa Asbell's Stipulation of Settlement. On page 3, item #4 it specifically states that she may not ever be an advisor for the Drama Club again or of any club in the District. This Stipulation is a result of in excess of \$22,000

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

unaccounted for while she was an advisor of that club. She had to pay back \$10,000 over a three year period and the stipulation outlined that she may never be an advisor again.

We both know that a Board acts on the superintendent's recommendations. Please advise how it is possible that Melissa and Gerald Asbell advanced to the Board agenda as advisors for the Drama Club for Board approval. Gerald Asbell also has a formal Letter of Reprimand regarding his advisor role of the Drama Club. Like his wife, Melissa, money was unaccounted for.

As a taxpayer and resident of Amityville, I do expect the courtesy of a response.

I await your reply and thank you.

Wendy Canestro

[https://lookaside.fbsbx.com/file/3020a%20Asbell.pdf?
token=AWyu03BKe_iFZhuOqc0FFBjgD44Zk7zKV7T8wMgg_OF_DLai75CRUEFilu_cBDHINAK
PMaGF654WCc6OtBuFMDAutwXmGrdw4zoIBx0U2DWzylmEDWzSu1KpY44iqczTUPJ22Dxs
Xc1GnpjP8J4GDtl6Wtoa6DIkSz2K_3nYJBXm2Cbl4IRNppBn6XsFdSn0a-
FpZy3FUgM6kKMU9oARapZfliUpBDSjPHOBsHnubdQu_93uhbTnaNvwi--eiRvN-
bb2f6CDbyNF00ZAvMpU4VfrN](https://lookaside.fbsbx.com/file/3020a%20Asbell.pdf?token=AWyu03BKe_iFZhuOqc0FFBjgD44Zk7zKV7T8wMgg_OF_DLai75CRUEFilu_cBDHINAKPMaGF654WCc6OtBuFMDAutwXmGrdw4zoIBx0U2DWzylmEDWzSu1KpY44iqczTUPJ22DxsXc1GnpjP8J4GDtl6Wtoa6DIkSz2K_3nYJBXm2Cbl4IRNppBn6XsFdSn0a-FpZy3FUgM6kKMU9oARapZfliUpBDSjPHOBsHnubdQu_93uhbTnaNvwi--eiRvN-bb2f6CDbyNF00ZAvMpU4VfrN)

Sent from my iPhone

**Re: Melissa Asbell was
appointed Drama Club
advisor?1**

Good Morning [REDACTED]

Regarding your question, the recent appointment of a drama club advisor was approved due to a procedural oversight. While it was stipulated in a legal settlement that the employee was no longer eligible to serve in the position that information was not properly transferred to the official file, which the district references when making these selections. Prior to serving in any capacity in this position, the district has received a letter of resignation, which the Board of Education is expected to accept at the July 20 Board of Education meeting.

Best regards,

Dr. Ed Fale

BOARD OF EDUCATION
Amityville Union Free School District, Amityville, NY 11701
Special Meeting – July 20, 2022

1. **Meeting Called to Order**
 - A. **Emergency Exit, No Smoking Statement**

In the unlikely event of an emergency, you need to note that exits are clearly marked. Take a moment to note the exit nearest to where you are seated. *Smoking is not allowed on school grounds. *As a courtesy, please turn off cell phones during the meeting.
 - B. **Pledge of Allegiance**
 - C. **Presentations**
 - D. **Community Input Regarding Board Agenda Items Only**
2. **Board Action Recommended by the Board of Education**
 - A. **Approval of Board Minutes**
 - B. **Board Action Recommended by Board Policy Committee**
 - C. **Board Action Recommended by Board of Education**
 - D. **Audit Committee**
3. **Board Action Recommended by the Superintendent of Schools**
 - A. **General**
 - B. **Personnel**
 1. Personnel Action Report
 - C. **Business**
 1. Use of Facilities
 - D. **Finance**
 - E. **Contracts for Special Education Services**
 - F. **Curriculum and Instruction**
4. **Reports**
 - A. **Legal Counsel for the District**
 - B. **Superintendent of Schools**
 - C. **Board of Education**
5. **Community Input Regarding Non Board Agenda Items Only**
6. **Adjournment**

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 20, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

I. PERSONNEL MATTERS - TEACHING AND ADMINISTRATIVE

A. Certified Probationary Appointments:

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	COMMENT	RATE OF COMPENSATION
1.			Districtwide	Director of Data & Technology	
2.			Park Avenue Elementary	Assistant Principal	

B. Non-Certified Appointments:

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
1.	Burgos, Jacqueline	07/12/2022 - 06/30/2023	P/T Office Assistant/Child Nutrition Dept.	Earlier Begin Date	ACES - Step 1 (Hourly Rate)
2.	Petermann, Karen	07/01/2022 - 06/30/2023	Sub Clerical for Training	Summer Training	\$27.19 per hour

C. Certified Appointment(s) - Additional Assignments

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
1.	Bermundez, Jessenia	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract
2.	Brodack, Marily	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract
3.	Buzzerio, Jessica	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract
4.	Feranda, Athena	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract
5.	Lee, Debra	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 20, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
6.	Offitto, Beatriz	07/01/2022 - 08/31/2022	Summer Social Worker	Up to 10 hours each	ATA Contract
7.	Paternostro, Peter	07/01/2022 - 06/30/2023	Co-Chairperson	CAC (Main)	No Additional Pay
8.	Collins, Pauline	07/01/2022 - 06/30/2023	Sub Committee Member	CAC (Main)	No Additional Pay
9.	Fernandez, Fran	07/01/2022 - 06/30/2023	Sub Committee Member	CAC (Main)	No Additional Pay
10.	Hutcherson, Rose	07/01/2022 - 06/30/2023	Sub Committee Member	CAC (Main)	No Additional Pay
11.	Stephens, Mary	07/01/2022 - 06/30/2023	Sub Committee Member	CAC (Main)	No Additional Pay
<i>*ATA Members of the CAC receive \$54.15 per hour as per ATA Contract</i>					
12.	Suckle, Brian	07/01/2022 - 06/30/2023	Co-Chairperson	Digital Literacy	Grant Funded
13.	Collins, Pauline	07/01/2022 - 06/30/2023	Sub Committee Member	Digital Literacy	Grant Funded
14.	Fernandez, Fran	07/01/2022 - 06/30/2023	Sub Committee Member	Digital Literacy	Grant Funded
15.	Dieck, Patti	07/01/2022 - 06/30/2023	Sub Committee Member	Digital Literacy	Grant Funded
16.	Gigante, Nicole	07/01/2022 - 06/30/2023	Sub Committee Member	Digital Literacy	Grant Funded
17.	Fernandez, Fran	07/01/2022 - 06/30/2023	Sub Committee Co-Chair	Elementary Report Card	Grant Funded
18.	Plaia, Ed	07/01/2022 - 06/30/2023	Sub Committee Member	Elementary Report Card	Grant Funded
19.	Collins, Pauline	07/01/2022 - 06/2023	Sub Committee Member	Elementary Report Card	Grant Funded
20.	Fernandez, Fran	07/01/2022 - 06/30/2023	Sub Committee Co-Chair	Professional Development	Grant Funded
21.	Figuroa, Virginia	07/01/2022 - 06/30/2023	Co-Chairperson	ELA Subcommittee	Grant Funded
22.	Mevs, David	07/01/2022 - 06/30/2023	Sub Committee Member	ELA Subcommittee	Grant Funded
23.	Plaia, Ed	07/01/2022 - 06/30/2023	Sub Committee Member	ELA Subcommittee	Grant Funded
24.	Berrios, Lurdez	07/01/2022 - 06/30/2023	Sub Committee Member	World Languages	Grant Funded

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 20, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

	NAME	EFFECTIVE DATE	ASSIGNMENT/SCHOOL	COMMENT	RATE OF COMPENSATION
25.	Hutcherson, Rose	07/01/2022 - 06/30/2023	Sub Committee Member	World Languages	Grant Funded
26.	Paternostro, Peter	07/01/2022 - 06/30/2023	Co-Chairperson	Social Emotional Learning	Grant Funded
27.	Plaia, Ed	07/01/2022 - 06/30/2023	Sub Committee Member	Social Emotional Learning	Grant Funded
28.	Suckle, Brian	07/01/2022 - 06/30/2023	Sub Committee Member	Social Emotional Learning	Grant Funded
29.	Rodrio, Sonia	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
30.	Figueroa, Virginia	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
31.	Duguay, Paul	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
32.	Collins, Pauline	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
33.	Gigante, Nicole	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
34.	Brodack, Marily	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
35.	Randolph, Lisa	07/01/2022 - 06/30/2023	Sub-Committee Member	Social Emotional Learning	Grant Funded
36.	Collins, Pauline	07/01/2022 - 06/30/2023	Co-Chairperson	AIS/RTI Sub Committee	Grant Funded
37.	Plaia, Ed	07/01/2022 - 06/30/2023	Sub Committee Member	AIS/RTI	Grant Funded
38.	Suckle, Brian	07/01/2022 - 06/30/2023	Sub Committee Member	AIS/RTI	Grant Funded
39.	Hyland, Kathleen	07/01/2022 - 06/30/2023	Sub Committee Member	AIS/RTI	Grant Funded
40.	Smith, Tina	07/01/2022 - 06/30/2023	Sub Committee Member	AIS/RTI	Grant Funded
41.	Grasso, Paul	07/01/2022 - 06/30/2023	Curriculum Advisory Council	PAMES	ATA Contract
42.	Brchnel, Andrej	Summer 2022	Summer Success Program	Science Teacher/HS	Grant Funded
43.	Medici, Melissa	2021 - 2022 School Year	Regents Review	AMHS	Grant Funded
44.	Garofano, Christine	2021 - 2022 School Year	Regents Review	AMHS	Grant Funded
45.	Tomasi, Matt	06/18/2022 - 08/19/2022	Director	Leaders of Tomorrow	Grant Funded

**BOARD OF EDUCATION
AMITYVILLE UFSD
REGULAR MEETING - JULY 20, 2022**

PERSONNEL ACTIONS

AGENDA ITEM

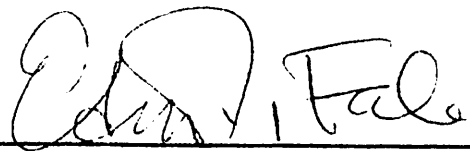
D. Revisions

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
1.	Burgos, Jacqueline	07/12/2022 - 06/30/2023	P/T Office Assistant/Child Nutrition Dept.	Earlier Begin Date	ACES - Step 1 (hrly rate)
2.	Petermann, Karen	07/01/2022 - 06/30/2023	Sub Clerical for Training	Summer Training	\$27.19 per hour

E. Rescissions:

	NAME	EFFECTIVE DATE	ASSIGNMENT/LOCATION	REASON	RATE OF COMPENSATION
1.	Asbell, Melissa	08/31/2022 - 06/30/2023	Drama Club Advisor/HS	Resignation	ATA Contract
2.	Asbell, Gerald	08/31/2022 - 06/30/2023	Asst Drama Club Advisor/HS	Resignation	ATA Contract
3.	DelGiorno, Alyssa	07/01/2022 - 06/30/2023	Curriculum Advisory Council/ATA	Limited Positions Available	Grant Funded
4.	Keaveny, Nidia	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Limited Positions Available	Grant Funded
5.	Collins-Lewis, Dr. Reva	07/01/2022 - 06/30/2023	Social, Emotional Literacy	Limited Positions Available	Grant Funded

Superintendent of Schools:

 7/19/22

BOARD OF EDUCATION
AMITYVILLE UFSD
SPECIAL MEETING – July 20, 2022

BUSINESS

AGENDA ITEM
Item 3C-1/1 to 3C-1/1


USE OF FACILITIES

WHEREAS, the Amityville UFSD has received requests for use of our facilities, and said requests have been approved by the Building Principal and the Assistant Business Administrator,

BE IT RESOLVED, upon the recommendation of the Superintendent of Schools, Dr. Edward M. Fale, that the Board of Education of the Amityville UFSD hereby approves the use of facilities.

	Organization	Bldg	Location	Dates	Purpose	Time
1	Reynolds Hawkins	AMHS Field	AMHS Track and Field	July 25-30	Track and Field Clinic for General Ed and Special Needs Students	5:00-8:00 pm

Prepared by: Olivia Buatsi
Typed by: db
Superintendent of Schools: _____

OPB
7/19/22

7/19/22

RE: Request for Advisory Opinion

dos.sm.Coog.InetCoog <dosCOOG@dos.ny.gov>

Wed 8/17/2022 8:46 AM

To: wendy

Good morning,

I have reviewed your email and the documents you attached. Your concerns are addressed in turn below.

Exceptions to Disclosure

The District's response cites two reasons for withholding the redacted information. The first, Section 87(2)(a), requires that information deemed to be confidential by state or federal statute be withheld. While the District cites the federal Family Education Rights and Privacy Act (FERPA) as one such statute, it is unclear to me whether that is the only statute they intended to invoke. From the manner in which the letter is drafted, it is unclear whether they believe another statute also applies. FERPA generally prohibits a school district from disclosing any personally identifying information of a student. To the extent that the names or other information which could be used to identify a student are contained within the responsive documents, the District must withhold those portions.

The second exception to disclosure the District cites, Section 87(2)(b), allows the District to withhold the portions of records which, if disclosed, would constitute an unwarranted invasion of personal privacy. It is clear from the portions that were not redacted, that they did disclose the names of and some personal information about the public employees you reference. Others, such as the names of secretaries and non-public employees, seem to have been withheld. However, without knowing the content, I am not able to form an opinion on whether any of the redacted information appropriately falls within that exception.

Although public employees enjoy less protection than non-public employees, they are not exempt from privacy protections. The courts have found that, as a general rule, records that are relevant to the performance of a public employee's official duties are available, for disclosure in such instances would result in a permissible rather than an unwarranted invasion of personal privacy. See *e.g.*, *Farrell v. Village Board of Trustees*, 372 N.Y.S. 2d 905 (1975); *Gannett Co. v. County of Monroe*, 59 A.D. 2d 309 (1977), *aff'd* 45 N.Y. 2d 954 (1978); *Sinicropi v. County of Nassau*, 76 A.D. 2d 838 (1980); *Geneva Printing Co. and Donald C. Hadley v. Village of Lyons*, Sup. Ct., Wayne Cty., March 25, 1981; *Montes v. State*, 406 N.Y.S. 2d 664 (Court of Claims, 1978); *Steinmetz v. Board of Education*, East Moriches, Sup. Ct., Suffolk Cty., NYLJ, Oct. 30, 1980; *Capital Newspapers v. Burns*, 67 N.Y.2d 562 (1986). Conversely, to the extent that records are irrelevant to the performance of one's official duties, it has been found that disclosure would indeed constitute an unwarranted invasion of personal privacy. See *e.g.*, *Matter of Wool*, Sup. Ct., Nassau Cty., NYLJ, Nov. 22, 1977. Thus, to the extent that any of the redacted information was not relevant to the teacher's official duties as public employees, the information could properly be withheld.

Otherwise, whether disclosure constitutes an unwarranted invasion of personal privacy is determined by "what would be offensive and objectionable to a reasonable man of ordinary sensibilities", which requires "balancing the competing interests of public access and individual privacy." *Dobranski v. Houper*, 154 A.D.2d 736 (App. Div. 1989).

If the charts (expected profits, ticket sales) that were redacted do not contain personal information, it is unlikely that application of the unwarranted invasion of personal privacy exception to disclosure or the FERPA exemption to that content would be consistent with the law.

As referenced in the District's response, you may appeal the denial of access to the redacted information within thirty days to the Appeals Officer. Upon the appeal, the Appeals Officer has ten business days to respond and either "fully explain" the reasons for denial or grant access to the records if none of the exceptions appropriately apply.

Access to Minutes

As you correctly noted in your correspondence with the District, minutes of an open meeting must be available within two weeks of the meeting and minutes of an executive session where action is taken must be available within one week. OML § 106. If after the applicable one or two week period has passed, the agency receives a FOIL request for those minutes, they should be immediately available. This Committee has long opined that the status of the minutes as draft or unapproved by the Board is irrelevant to their availability. See FOIL AO 19541. Section 106(3) further provides "[i]f the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such minutes shall be posted on the

website. . ." However, you should be aware that "unabridged video recordings or unabridged audio recordings or unabridged written transcripts may be deemed to be meeting minutes" for the purposes of meeting the posting requirements. § 106(3). While this section permits posting of the recording or transcript in lieu of the minutes, it does not absolve the District of its obligation to create minutes as required under Section 106(1) and (2).

As you are aware, Section 89(3)(a) of the FOIL requires that an agency respond within five business days of receiving a request either granting access to the record, denying access and stating a reason, or acknowledging receipt and providing a date by which a response can be expected. Requests should be sent to the Records Access Officer. If it has been more than five business days since you sent the request to the Records Access Officer, you may consider the lack of response to constitute a constructive denial and submit an appeal to the Appeals Officer as you did with the above request.

Thank you for your inquiry.

Christen L. Smith

Senior Attorney

Pronouns: she/her/hers

New York State Committee on Open Government

One Commerce Plaza, Albany, NY 12231

(518) 474-2518

<http://www.opengovernment.ny.gov>

From:

Sent: Tuesday, August 16, 2022 11:11 AM

To: dos.sm.Coog.InetCoog <dosCOOG@dos.ny.gov>

Subject: Request for Advisory Opinion

Good Morning,

First advisory request: Please provide an advisory opinion if the districts exception for partial denial based on "unwarranted invasion of personal privacy" is appropriate. The Audit report is specific to two public, current employees who are teachers in the Amityville School District in NYS: Diot and Asbell.

Second advisory request: The district did not publish nor provide draft minutes despite requests for July 6, 2022 meetings or July 20, 2022 minutes. Requests attached. Received no response from the district. Emails are to the superintendent, the board president and the records officer who is the Assistant Superintendent of Business.

Sequence for first advisory request:

- FOIL requested which I incorreced labeled FOIA request
- My email to district that they are in violation by not providing in a timely manner. (realized after my dates were off)
- Letter from District that I incorreced labeled FOIA but they are within their time frame
- Letter from District that they need more time for request sent premature to date certain

- Appeal to superintendent for constructive denial
- Letter from appeals officer/super - denied for being premature
- Letter from district that FOIL is being granted and denied in part based on unwarranted invasion of personal privacy
- Document - April 2019 Audit by RS Abrams heavily redacted including but not limited to "ticket sales"

Sequence for second advisory request:

Emailed superintendent and Board president requesting draft minutes

Emailed Superintendent and records officer/Assistant Superintendent of Business

Should you require additional information to opine, please advise.

Sincerely,

Wendy Canestro

4/18/22

EMPLOYMENT AGREEMENT

AGREEMENT made this 4th day of May, 2022, by and between the BOARD OF EDUCATION ("the Board") OF THE AMITYVILLE UNION FREE SCHOOL DISTRICT, Suffolk County, New York ("the District") and DR. EDWARD FALE ("the Superintendent").

WITNESSETH

WHEREAS, the Board has offered to employ the Superintendent as the Chief Executive and Administrative Officer of the District upon the terms and conditions of employment set forth herein; and

WHEREAS, the Superintendent has agreed to accept the Board's offer; and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Superintendent's employment will promote effective communication between the parties; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Superintendent's employment.

NOW, THEREFORE, in consideration of the agreements set forth herein, and other good and valuable consideration, the parties agree as follows:

1. Term of Employment

a. The Superintendent shall be employed for a term commencing on July 1, 2022 and terminating on June 30, 2025, unless further extended or sooner terminated as set forth herein.

b. The Superintendent agrees to give the Board at least six (6) months' prior written notice of his intention to terminate this Agreement in the first school year of the term. Thereafter, the

Superintendent agrees to give the Board at least sixty (60) days' prior written notice of his intention to terminate this Agreement.

c. The Board of Education must give the Superintendent sixty (60) days' prior written notice of their intention to extend or renew his employment as Superintendent prior to the expiration of this Agreement. However, the failure to provide notice pursuant to this paragraph shall not act so as to renew or extend this contract beyond its expiration date.

2. Superintendent's Duties and Responsibilities

a. The Superintendent hereby agrees to perform faithfully the duties of Superintendent of Schools under the direction of the Board pursuant to Section 1711 of the Education Law, and to serve as Chief Executive Officer of the School District, with the authority granted to him under the statutes of the State of New York, the Rules of the Board of Regents and the Regulations of the Commissioner of Education. During the term of his employment, he will devote his entire Business Time to the affairs of his office; provided, however, that he may use outside time for professional activities, such as consulting or lecturing, which activities may not interfere with his obligations as Superintendent of Schools. He shall receive approval from the Board in advance of such activities, except in the case of instructing an evening graduate course, in which event prior notice to the Board, rather than its prior approval, shall be required. The parties agree that for the purpose of this Agreement, the term "Business Time" shall not include New Year's Day, Birthday of Martin Luther King, Jr., President's Day, Memorial Day, Juneteenth Independence Day, Labor Day, Columbus Day, Veterans Day, and Thanksgiving Day and the following days as determined by the school calendar established by the Board of Education: (1) December Recess; (2) Tuesday, Wednesday, Thursday of the February Recess; and (3) Good Friday and Easter Monday provided that the Superintendent of Schools shall make himself available to the Board President on such

days outside of Business Time as necessary to fulfill the obligations of Chief Executive Officer of the District.

b. Without limiting the foregoing, the Board acknowledges that the Superintendent shall have the following specific authority, rights, and responsibilities, subject to the supervision of the Board:

- i. To organize and reorganize the District's administrative, supervisory, and support staff, including instructional and non-instructional personnel, in a manner which in the Superintendent's judgment best serves the District, including the authority to initiate and approve all transfers of District staff from one job assignment or place of employment to another, subject to the approval of the Board;
- ii. To supervise and direct assistant superintendents, directors, supervisors, principals, teachers, civil service employees and all other persons employed in either the business management or the instructional activities of the District;
- iii. To effectuate the policies of the Board and be accountable in connection therewith to the Board;
- iv. To keep the Board advised of all matters concerning the administration of the District;
- v. To make recommendations to the Board as a prerequisite to the appointment or termination of employment of both instructional and non-instructional employees, including any extensions of a probationary employee's probationary period; and
- vi. To perform all duties required of a superintendent pursuant to the New York Education Law.

c. The Board may, from time to time, modify the duties of the Superintendent, and/or prescribe additional duties and responsibilities, provided such additional duties and responsibilities are similar in character and consistent with the duties of the position of Superintendent of Schools.

d. The Superintendent shall receive notice of and shall attend and participate in meetings of the Board, including, but not limited to, executive sessions, work sessions, regular Board meetings, and special Board meetings, provided, however, that the Board may exclude the Superintendent from any and all meetings of the Board that relate to discussions regarding or considering his job performance, contract (including remuneration and other terms), or the selection of a successor.

e. The Superintendent shall possess during the term of this Agreement a valid and appropriate certification as defined in the Education Law to act as a superintendent of schools in the State of New York.

f. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend, after receiving prior Board approval, appropriate professional meetings at the local, state and national level. The expenses of said attendance shall be incurred by the District. The Superintendent shall file an itemized statement with the District Clerk in accordance with Board policy.

3. Compensation

a. The Superintendent shall receive no salary or benefits as an employee of the District except for the salary and benefits specifically provided in this Agreement. The preceding sentence shall not limit the District's obligation to provide any and all statutorily required benefits to the Superintendent, including, but not limited to, those set forth in the New York State Retirement and Social Security Laws.

b. The Superintendent's base salary for the period commencing July 1, 2022 through June 30, 2023 shall be Two Hundred Forty Thousand (\$240,000.00) Dollars on a school year basis.

c. At his discretion, the Superintendent may make voluntary contributions from his salary into a 403(b) account, if and as eligible. To the extent otherwise provided by the District, the Superintendent may make voluntary contributions into a 457 account.

d. For each succeeding year of this agreement, the Superintendent's salary shall be determined by the Board. The Superintendent's salary shall not be reduced from the previous year.

4. Performance Evaluation

a. The Superintendent Evaluation Exhibit to the Board Superintendent Evaluation Policy will be the evaluation instrument used to evaluate the Superintendent.

b. The Board shall annually evaluate the Superintendent in accordance with Board Policy.

5. Vacation Leave

a. On July 1, 2022, and each July 1st thereafter, unless this Agreement is terminated earlier, the Superintendent shall be credited with twenty-one (21) working days of vacation leave. The Superintendent may not carry over unused vacation leave days from year to year. The Superintendent shall not be paid for any unused vacation upon cessation of his employment with the District.

b. Vacations of more than five (5) consecutive days shall be taken by the Superintendent at a time that is mutually agreed upon in writing between the Board and the Superintendent. Vacations of five (5) consecutive days or fewer shall be taken on notice to the President of the Board. The parties expressly agree that authorized absences during school recess periods (other than periods of time not constituting "Business Time" as set forth herein at paragraph "2 a.") shall be charged to vacation entitlement.

e. If this Agreement shall terminate prior to the end of a school year, vacation days credited to the Superintendent for that year shall be adjusted on a prorated basis.

6. Sick and Personal Leave

a. Sick Leave: Effective July 1, 2022, and each July 1st thereafter, the Superintendent shall be entitled to accumulate paid sick leave days at a rate of one (1) sick leave day per month, with pay. The Superintendent shall be entitled to accumulate up to two hundred (200) sick days for use. The Superintendent shall be entitled to carry over sick days earned from his prior position as Interim Superintendent. Said number of days shall be subject to and included within the two hundred (200) day maximum accumulation set forth in this paragraph. Upon separation from service by voluntary retirement, the Superintendent shall be paid for accrued unused sick time at a rate of one (1) sick day for every four (4) accrued unused sick days with the value of each sick day equal to 1/240th of the Superintendent's annual salary.

b. Personal Business Leave: The Superintendent shall be granted two (2) personal business leave days per year.

7. Expense Reimbursement

a. The Superintendent is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging in connection with the exercise of his duties as Superintendent and attendance at business/professional meetings as provided for in this Agreement.

b. The District will pay or reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the performance of his duties as described above in subparagraph (a) upon presentation, from time to time, of itemized receipts for such expenditures in accordance with Board Policy.

c. The Board shall pay or reimburse to the Superintendent, the amount for dues for the Superintendent's membership in the following professional and local business/civic associations: AASA, the New York State Council of School Superintendents, the Suffolk County Superintendents Association, and such other organizations as approved in advance by the Board.

9. Superintendent Residency – The Superintendent agrees to continue his primary residency in Queens, Nassau or Suffolk County during the term of his employment. In the event that the Superintendent does not reside in Queens, Nassau or Suffolk County in accordance with this paragraph, the entire contract will be deemed null and void.

10. Disability – Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and if such disability continues for more than six months or the exhaustion of the Superintendent's accumulated sick leave, whichever is the longer, or if said disability is permanent, irreparable, or of such nature as will make the effective performance of his duties impossible with or without reasonable accommodation as determined by a medical practitioner who is selected by the District, the Board may terminate this Agreement upon the determination that the Superintendent is unfit to perform his duties with or without reasonable accommodation, whereupon the respective duties, rights and obligations of the parties shall terminate. The Superintendent shall fully cooperate in this process by providing, upon request, any information regarding his medical or mental fitness to perform the duties of his position. In addition, the Superintendent shall, upon request, provide the Board with a fully executed release of medical information in a form acceptable to District counsel. In determining the Superintendent's fitness, the Board of Education shall consider any medical information, assessments and/or evaluations provided by the Superintendent within the reasonable time frame set by the Board of Education.

11. Medical Examination – The Board shall have the right to require the Superintendent to undergo such examination(s) as in its discretion it deems necessary during the term of this Agreement. In the event that it does so, the practitioner's report(s) shall be filed with the District Clerk, with a copy to the Superintendent, and treated by the Board as confidential information. The examination(s) shall be performed by a practitioner selected by the Board and the cost of the examination(s) shall be borne by the District.

12. Termination

a. The Superintendent may be discharged for cause, other than a termination because he is physically or mentally unfit to perform his duties, after a due process hearing pursuant to written charges served upon the Superintendent, providing fair notice of the conduct giving rise to such charges. In the event a majority of the Board chooses to terminate the Superintendent for any reason except inability to perform by reason of illness or injury with the exception of a termination pursuant to subparagraphs 12(f) and 12(g), the matter shall be submitted for a hearing officer's recommendation as to whether the Board has just cause and/or whether the Superintendent has materially breached this Agreement. The District shall bear the burden of proof on either or both of such issues. The hearing officer shall be neutral and selected and paid for by the District. At the hearing, the Superintendent shall have all the rights normally associated with a due process hearing, including, but not limited to, the right to counsel, the right to receive adequate notice of the charges against him, present testimony and other evidence, confront and cross-examine witnesses against him.

b. The hearing shall be held in a suitable location upon the premises of the District.

c. If the Board decides to suspend the Superintendent during the pendency of the hearing, the suspension shall be with pay unless the hearing officer determines that the proceeding

has been or is being unreasonably delayed by the actions or inactions of the Superintendent and/or his representative(s).

d. The District shall pay the costs of a stenographic record of the proceeding, if the Superintendent requests that one be made, and said record shall be made available to the Superintendent immediately upon its production or transcription at no cost to the Superintendent.

e. The determination of the dispute by the hearing officer shall be advisory to the Board. The Board's decision shall be based exclusively upon the hearing officer's decision and the record of the proceeding made by the hearing officer. The decision of the Board shall be subject to an appeal pursuant to Article 78 of the CPLR.

f. Notwithstanding the above, in the event the Superintendent pleads guilty or is convicted of a crime during the term of this Agreement, or the Superintendent is found to have pled guilty or been convicted of a crime prior to the date of execution of this Agreement, the Board may summarily terminate this Agreement without any further obligation to the Superintendent.

g. Effective July 1, 2023 and thereafter and notwithstanding the termination for cause pursuant to subparagraph 12(a-e) and anything in this Agreement to the contrary, the Board may, at its sole discretion and with or without any cause whatsoever, terminate this Agreement by Board resolution at any time upon sixty (60) days' prior written notice to the Superintendent. Such notice shall be deemed to have been given effective the date of the written notice and received five (5) days after it is sent by certified mail, addressed as follows:

SEE CONFIDENTIAL SCHEDULE "A"

Upon termination of this Agreement under subparagraphs 12(f) and 12(g), this Agreement shall terminate upon the effective date set by the Board and the Superintendent shall: (1) have waived his right to a pre-termination hearing or any other rights and protections set forth in subparagraphs

12(a-e) hereof; (2) forego any and all contractual benefits; and (3) have no further rights or obligations to the District other than to return to the District Clerk any and all District property, documents, and/or equipment. The Board in its sole discretion may suspend the Superintendent of Schools with pay pending termination under this subparagraph.

13. Indemnity – The Board recognizes its statutory obligation to indemnify the Superintendent of Schools pursuant to the provisions of Sections §§ 3023, 3208 and 3811 of the New York State Education Law. The Board of Education also confers the benefits of Section 18 of the New York State Public Officers Law upon the Superintendent of Schools, as defined in Section 18 of the Public Officers Law; the District assumes the liability for the costs incurred in accordance with the provision of Section 18. The benefits accorded to the Superintendent of Schools under Section 18 of the Public Officers Law shall supplement and be available in addition to defense or indemnification protection conferred by other enactment or provisions of law.

14. Distinguished Educator - The Superintendent is required to and shall cooperate fully with any distinguished educator appointed by the Commissioner, as required by law.

15. Written Agreement – This Agreement shall constitute the entire Agreement between the parties with respect to the Superintendent's terms and conditions of employment. None of the provisions of this Agreement, including this provision, may be modified except in writing signed by the parties and approved by the Board. There are no other agreements, oral or otherwise, except as specifically set forth in this Agreement. The parties agree that the fact that one or the other may have drafted all or part of a particular provision of this Agreement shall not be used as evidence against that party in the event of a disagreement as to the proper meaning of that provision.

16. Severability – Should any provision, or portion thereof, contained in this Agreement be held unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portions thereof, shall be deemed severable, shall not otherwise be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this Agreement on date set forth below:

BOARD OF EDUCATION
of the AMITYVILLE UFSD

BY: 

Dr. Terry Fulton
President

SUPERINTENDENT OF SCHOOLS



Edward Fale, Ph.D.

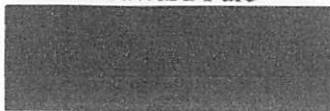
Dated: May 4, 2022

Dated: April 21, 2022

GGDOCS-1552613893-396\23.0

CONFIDENTIAL SCHEDULE A

Dr. Edward Fale





AMITYVILLE UNION FREE SCHOOL DISTRICT
150 Park Avenue, Amityville, New York, 11701

Louis S. Frontario
Interim Assistant Superintendent for Finance and Operations

Telephone: (631) 565-6015

lfrontario@amityvilleufsd.org

Fax: (631) 598-6586

October 6, 2020

Re: Freedom of Information Law Request – July 21, 2020

I am writing in follow up to my correspondence of October 5, 2020 regarding your Freedom of Information Law (“FOIL”) requests received by the District on July 21, 2020. On that date, you requested the following:

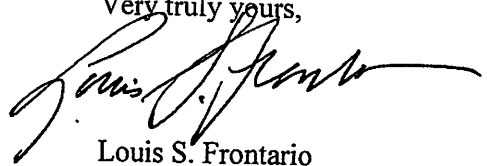
- 1) Any and all documentation including but not limited to emails, spreadsheets, memos, letters and other reports pertaining to the forensic audit of club fundraising within the last two year; and specifically a list of clubs that were identified as having issues or irregularities with their accounting during the audit process.
- 2) A list of all teachers, staff members, club moderators and professional staff who have taken training regarding the receipt of club funds within the last two years.

With respect to Request No. 1 above, please be advised that your request is granted in part to the extent that the documents are subject to disclosure and denied in part to the extent that portions of the records may be withheld from disclosure as the records constitute inter-agency or intra-agency materials which are not: (i) statistical or factual tabulations or data; (ii) instructions to staff that affect the public; (iii) final agency policy or determinations; or (iv) external audits, including but not limited to audits performed by the comptroller and the federal government. *See* Public Officers Law §87(2)(g). Your request is also denied in part as disclosure of portions of the records would constitute an unwarranted invasion of personal privacy. *See* Public Officers Law §§87(2), 89(2); FOIL-AO-10149; FOIL-AO-10399. Please be further advised that the specific list requested does not exist. However, we believe the redacted documents provided in response to Request No. 1 contain the information sought. Accordingly, please find responsive documents enclosed which have been redacted as permitted under FOIL.

With respect to Request No. 2 above, please be advised that your request is granted. Please find responsive documents enclosed.

Pursuant to FOIL, you have the right to appeal a denial of any portion of your request within thirty (30) days to the Superintendent of Schools of the Amityville Union Free School District, 150 Park Avenue, Amityville, NY 11701. You will be advised in writing of the Superintendent's decision of your appeal within ten (10) business days following receipt of any written appeal. *See* Pub. Off. Law § 89(4)(a).

Very truly yours,

A handwritten signature in black ink, appearing to read "Louis S. Frontario", with a long horizontal flourish extending to the right.

Louis S. Frontario
Records Access Officer

Amityville Union Free School District
Report on Select Extraclassroom Clubs

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Ms. Sharon Berlin, Esq
Lamb & Barnosky, LLP
P.O. Box 9034
Melville, New York 11747-9034

We have been engaged by Lamb and Barnosky, LLP to perform procedures related to the Extraclassroom activities in the High School and Middle School of the Amityville Union Free School District for the three fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019. The clubs reviewed included the Miles Middle School Yearbook Club, the Memorial High School Football Club, the Memorial High School Softball Club, the Memorial High School Hispanic Heritage Club, and the Memorial High School Class of 2020 Club.

The initial scope of the procedures to be performed was delineated by Lamb & Barnosky, LLP and the Amityville School District. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the report has been requested or for any other purpose. Had we performed additional procedures; other matters might have come to our attention that would have been reported to you.

Our procedures were as follows:

- Reviewed the District's policies, procedures and practices with regards to the internal controls related to extraclassroom activity fund processes;
- Reviewed approved fundraiser forms for the fiscal years ended June 30 2016, June 30, 2017, and June 30, 2018, to identify approved fundraisers that generated expenses, but related revenues were not deposited. Clubs for which such approved fundraisers were identified were selected for in-depth review;
- Interviewed the faculty advisors for the Miles Middle School Yearbook Club, the Memorial High School Football Club, the Memorial High School Softball Club, the Memorial High School Hispanic Heritage Club, and the Memorial High School Class of 2020 Club to gain an understanding of procedures regarding cash receipts and cash disbursements;
- Interviewed District vendors to corroborate claims made by faculty advisors;
- Reviewed the accounting records for the Miles Middle School Yearbook Club, the Memorial High School Football Club, the Memorial High School Softball Club, the Memorial High School Hispanic Heritage Club, and the Memorial High School Class of 2020 Club for the fiscal years ended June 30, 2017, June 30, 2018 and June 30, 2019, including the following:

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

www.rsabrams.com

- Reviewed supporting documentation for all cash receipts and disbursements to verify proper support, authorization, and student involvement;
- Reconciled cash receipts to other relevant accounting records, where applicable;
- Identified unsubstantiated or unusual transactions;
- Performed analytical procedures to compare expected revenues relating to certain fundraisers to actual deposits relating to those fundraisers;

The results of our procedures are presented on the following pages.

The procedures performed do not constitute an examination or review, and consequently, we do not express an opinion or conclusion.

We would like to acknowledge the courtesy and assistance extended to us by personnel of the District. We are available to discuss this report with Lamb & Barnosky, LLP, the Board or others within the District at your convenience.

This report is intended solely for the information and use of Lamb & Barnosky, LLP, and the District, and is not intended to be and should not be used by anyone other than those specified parties.

Very truly yours,

R.S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

January 9, 2020

Amityville Union Free School District
Report on Select Extraclassroom Clubs

Background Information:

During a prior engagement relating to the Amityville Union Free School District, we reviewed approved fundraising forms for the fiscal years ended June 30 2016, June 30, 2017, and June 30, 2018, to identify approved fundraisers that generated expenses, but related revenues were not deposited. All clubs for which such approved fundraising activities were identified were selected for an in-depth review, including a review of all cash receipts and disbursements for the fiscal years ended June 30, 2017, June 30, 2018, and June 30, 2019, performing reconciliations for fundraising activities when possible, and interviewing the faculty advisors.

MILES MIDDLE SCHOOL YEARBOOK CLUB

Faculty Advisors:

The following individuals received stipends to serve as faculty advisors for the Miles Middle School Yearbook Club:

- 2016-17: Lynn Cesiro
- 2017-18: Lynn Cesiro
- 2018-19: Kathryn Pallini

We noted Ms. Cesiro's signature on a *Club Signature List* form for the Miles Middle School Yearbook Club dated October 14, 2016. The *Club Signature List* form is provided to faculty advisors by the District on an annual basis. Included with the form is a document titled *Amityville UFSD Instructions for Extraclassroom Activity Advisors*, and a document titled *Amityville Union Free School District Extraclassroom Activity Funds Guidelines for Club Advisors*, (the "Guidelines".) We were unable to obtain a *Club Signature List* signed by Ms. Pallini.

We interviewed Ms. Cesiro and Ms. Pallini regarding the Miles Middle School Yearbook Club on November 7, 2019.

Yearbook Sales for the 2016-17 and 2017-18 School Years:

We reviewed the cash receipts and cash disbursements per the Central Treasurer's records relating to yearbook sales dated June 15, 2017 through July 12, 2017 for the 2016-17 school year, and June 21, 2018 through June 28, 2018 for the 2017-18 school year for the Miles Middle School Yearbook Club. We also interviewed the faculty advisor, Ms. Cesiro, regarding the procedures for yearbook sales. We noted the *Amityville UFSD Instructions for Extraclassroom Activity Advisors* states that all documentation maintained by the Club should be submitted to the business office to be filed at the end of the year. Ms. Cesiro stated that

[REDACTED] We contacted the yearbook vendor, Jostens, who informed us that the District purchased 200 yearbooks for the 2016-17 school year, and 250 yearbooks for the 2017-18 school year. Ms. Cesiro stated [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED] As a result, we were unable to determine whether the full amount collected for the sale of yearbooks was deposited in the Club's account.

Flower Gram Fundraisers for the 2016-17 and 2017-18 School Years:

We reviewed cash receipts and disbursements relating to flower gram fundraisers for the Miles Middle School Yearbook Club for the 2016-17 and 2017-18 school years. We also interviewed the faculty advisor, Ms. Cesiro, regarding the fundraisers. Per the *Request for Approval of Fund Raising Activity* forms, the 2016-17 fundraiser took place from January 1, 2017 through February 14, 2017, and the 2017-18 fundraiser took place on January 2, 2018 through February 14, 2018. Per Ms. Cesiro, [REDACTED]

[REDACTED] As a result, we were unable to verify whether the full amount collected was deposited. Per Ms. Cesiro, [REDACTED]

We noted [REDACTED]

Snack Sales for the 2016-17 and 2017-18 School Years:

We reviewed the cash receipts and cash disbursements per the Central Treasurer's records relating to snack sales for the Miles Middle School Yearbook Club for the 2016-17 and 2017-18 school years, noting the transactions were dated from November 21, 2016 through May 16, 2017, and July 12, 2017 through June 26, 2018. We also interviewed the faculty advisor, Ms. Cesiro, regarding the procedures for snack sales. Per Ms. Cesiro, [REDACTED]

[REDACTED] We noted the *Amityville UFSD Instructions for Extraclassroom Activity Advisors* states that all documentation maintained by the Club should be submitted to the business office to be filed at the end of the year. As a result, we were unable to determine whether the full amount collected for the sale of snacks was deposited in the Club's account. We did note, [REDACTED]

Earbud Sales for the 2017-18 School Year:

We reviewed the cash receipts and cash disbursements per the Central Treasurer's records relating to earbud sales for the Miles Middle School Yearbook Club for the 2017-18 school year. We also interviewed the faculty advisor, Ms. Cesiro, regarding the earbud sales. Per Ms. Cesiro, [REDACTED]

[REDACTED] We noted [REDACTED] which would [REDACTED] We were able to determine the SKU number and price of the earbuds from the vendor invoice which was dated November 22, 2017. We were then able to view the product information on the vendor website, noting the [REDACTED]

We asked Ms. Cesiro [REDACTED]

she stated that [REDACTED]

stated that [REDACTED]

Ms. Cesiro [REDACTED]

We inquired regarding [REDACTED]

and Ms. Cesiro stated [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED] We asked if [REDACTED]
Ms. Cesiro stated that [REDACTED]

[REDACTED] Ms. Cesiro stated that [REDACTED]

[REDACTED] We viewed the Cricut
machine. However, [REDACTED]

[REDACTED] Ms. Cesiro was able to provide us
with a receipt for supplies she purchased for the Cricut machine on September 18, 2019 and
September 23, 2019.

On November 8, 2019, we performed an inventory count of the remaining earbuds, noting [REDACTED]
[REDACTED]

Yearbook Sales for the 2018-19 School Year:

We reviewed cash receipts and disbursements relating to yearbook sales for the Miles Middle School Yearbook Club for the 2018-19 school year which were dated from February 8, 2019 through June 18, 2019. We also interviewed the faculty advisor, Ms. Pallini, regarding the procedures for yearbook sales, and reviewed additional sales records maintained by Ms. Pallini. We contacted the yearbook vendor who stated that the Club purchased 200 yearbooks for the 2018-19 school year. However, Ms. Pallini stated [REDACTED]

[REDACTED] As a result, we were unable to determine whether the full amount collected for the sale of yearbooks was deposited in the Club's account.

Candy Sales for the 2018-19 School Year:

We reviewed cash receipts and disbursements relating to candy sales for the Miles Middle School Yearbook Club for the 2018-19 school year which were dated from October 30, 2018 through May 23, 2019. We also interviewed the faculty advisor, Ms. Pallini, regarding the procedures for candy sales. The cash disbursement records provided to us relating to the purchase of candy for the candy sales included a receipt, however we were unable to determine the quantities of the items purchased, or the club's sales price. As a result, we were unable to determine whether the full amount collected for the sale of candy was deposited in the Club's account. We did note, [REDACTED]

Approved Fundraisers with No Financial Activity:

The following fundraisers were approved via a *Request for Approval of Fund Raising Activity* form. However no cash receipts or cash disbursements were recorded in the extraclassroom activity fund relating to these fundraisers.

- Sale of first aid kits -- November 2016 -- January 2017

Amityville Union Free School District
Report on Select Extraclassroom Clubs

- Panera Bread Fundraiser – December 1, 2016
- Faculty vs. Student Dodgeball/Castle Ball Tournament – May 31, 2018
- Pie Eating Contest – June 7, 2018
- Sale of Coffee Mugs – August 2017 – June 2018
- Sale of Magnets – August 2017 – June 2018
- Bake Sale at Home Winter Sports Games – September 2018 – June 2019

District administration requested we follow up regarding the faculty vs. student dodgeball/castle ball tournament, as [REDACTED]

[REDACTED] We inquired of Ms. Cesiro whether [REDACTED] and she stated Ms. Cesiro was able to provide an email dated May 23, 2018 which she had sent to all-middleschoolfaculty@amityvilleufsd.org, notifying building faculty that the event was cancelled due to a lack of student interest. Ms. Cesiro also stated [REDACTED] perhaps [REDACTED]

MEMORIAL HIGH SCHOOL FOOTBALL CLUB

The individual who acted as faculty advisor for the Memorial High School Football Club for the 2016-17, 2017-18 and 2018-19 school years was Mr. William Kretz. We noted Mr. Kretz's signature on a *Club Signature List* form for the Memorial High School Football Club dated September 1, 2015. The *Club Signature List* form is provided to faculty advisors by the District on an annual basis.

We interviewed Mr. Kretz regarding the Memorial High School Football Club on November 7, 2019.

Sweatshirt Sale for the 2016-17 and 2017-18 School Years:

During the 2016-17 school year, the Memorial High School Football Club held a fundraiser by selling sweatshirts which were purchased from Amity Harbor Sports. The invoice from Amity Harbor Sports was dated September 20, 2016. We reviewed the cash receipts and disbursements associated with this fundraiser, noting [REDACTED]

[REDACTED] We noted [REDACTED] We interviewed the faculty advisor, Mr. Kretz, on November 7, 2019, who informed us [REDACTED]

[REDACTED] Mr. Kretz stated that [REDACTED] We asked [REDACTED] and Mr. Kretz stated that [REDACTED] Based on the records provided, [REDACTED]

it appears [REDACTED] In a follow up interview on December 17, 2019, Mr. Kretz stated that [REDACTED]

[REDACTED] We noted that [REDACTED]

[REDACTED] Mr. Kretz stated that [REDACTED] We inquired as to [REDACTED] and Mr. Kretz stated that [REDACTED]

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We clarified [redacted] and Mr. Kretz stated that [redacted] We obtained a team roster for the 2016-17 school year from the Athletic Director which [redacted]

During the 2017-18 school year, the Memorial High School Football Club held another fundraiser by selling sweatshirts which were purchased from Amity Harbor Sports. The invoice from Amity Harbor Sports was dated September 30, 2017. We reviewed the cash receipts and disbursements associated with this fundraiser, noting [redacted]

We noted [redacted] We interviewed the faculty advisor, Mr. Kretz, who informed us that [redacted]

Mr. Kretz stated [redacted] Based on the records provided, it appears that [redacted] In a follow up interview, Mr. Kretz stated that [redacted]

We inquired as to [redacted] and Mr. Kretz stated that [redacted] We clarified that [redacted] and Mr. Kretz stated that [redacted] We obtained a team roster for the 2017-18 school year from the Athletic Director which [redacted]

Fan Cloth Fundraisers:

During our review of the *Request for Approval of Fund Raising Activity* forms, we noted an approved fundraiser relating to sales of Fan Cloth Apparel during the 2017-18 school year. We noted [redacted]

We inquired of Mr. Kretz whether [redacted] and he stated that [redacted] He stated that [redacted]

We contacted the vendor, Fan Cloth, directly, and requested any financial records associated with the Amityville Memorial High School Football Club from July 1, 2016 – June 30, 2019. We were provided with invoices relating to three fundraisers held by the Club.

We received an invoice dated May 23, 2016 totaling \$3,241, to which a credit of \$372 was applied. The remaining balance was submitted to a collections agency, \$825 of which was subsequently paid to the collections agency. We inquired of Mr. Kretz, who stated that [redacted] The balance of \$2,044 remains outstanding. We reviewed the Club ledger beginning July 1, 2015 through June 30, 2019, noting [redacted]

We received an invoice dated May 17, 2018 totaling \$2,145 to which online payments made directly to Fan Cloth from individuals who purchased apparel were applied in the amount of \$1,275. A check in the amount of \$247 was applied to the balance. Based on our review of the Club's ledger, we noted that [redacted] The remaining balance was [redacted]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

submitted to a collections agency, \$330 of which was subsequently paid to the collections agency. We inquired of Mr. Kretz who stated that [REDACTED]

The balance of \$293 remains outstanding. We inquired of Fan Cloth how much profit was generated for the Club by this fundraiser, and were informed that the Club should have received \$3 per item purchased. We reviewed the invoice noting [REDACTED]

We would expect to [REDACTED]

We noted [REDACTED]

We received an invoice dated August 22, 2018 totaling \$571 which was submitted to a collections agency. Of that amount, \$156 was subsequently paid to the collections agency. We inquired of Mr. Kretz who stated [REDACTED] The balance of \$415 remains outstanding. Per Fan Cloth, [REDACTED]

As noted below, Mr. Kretz stated that [REDACTED]

We noted that [REDACTED]

In a follow up interview with Mr. Kretz on December 17, 2019, we inquired as to [REDACTED]

Mr. Kretz stated that [REDACTED]

inquired regarding the [REDACTED]

When we [REDACTED]

Mr. Kretz stated that [REDACTED]

He stated [REDACTED]

that [REDACTED]

We inquired as to [REDACTED]

but Mr. Kretz did not provide an [REDACTED]

answer. We inquired as to [REDACTED]

Mr. Kretz stated that [REDACTED]

He indicated that he believed [REDACTED]

We informed him that we were under the impression that [REDACTED]

Mr. Kretz stated that [REDACTED]

We inquired as to [REDACTED]

Mr. Kretz stated that [REDACTED]

We interviewed the Alumni Association [REDACTED] on December 18, 2019 regarding the Fan Cloth Fundraisers. [REDACTED] stated that [REDACTED]

as to whether [REDACTED]

was not involved in the process. We inquired [REDACTED]

stated that [REDACTED] and [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED] We
inquired as to whether [REDACTED]

[REDACTED] stated that [REDACTED]

Upon review of Amityville Union Free School District Board Policy No. 1222, *Relationship with Booster Organizations*, we noted the policy states that "Any time the booster club uses the name of the school district, or any language suggesting that the District has endorsed, sponsored, or otherwise approved of the club's activities, there must be prior approval by the Superintendent." We noted that the Fan Cloth fundraisers held by Mr. Kretz to support the Alumni Association sold apparel which displayed the District's logo, and which read "Amityville Football," or "Amityville Warriors." The web page and catalog for these items included the heading, "Support the Amityville Warriors." There was no mention of the Alumni Association.

2018-19 School Year:

During our review of the Club's financial records, we noted no financial activity for the 2018-19 school year. During our interview, we inquired of Mr. Kretz whether [REDACTED]. Mr. Kretz stated that [REDACTED].

Approved Fundraisers with No Financial Activity:

The following fundraisers were approved via a *Request for Approval of Fund Raising Activity* form, however no cash receipts or cash disbursements were recorded in the extraclassroom activity fund relating to these fundraisers. We inquired of Mr. Kretz whether [REDACTED] and he stated that [REDACTED]. We inquired as to whether [REDACTED], and he stated that [REDACTED].

- Online apparel sale – September 16, 2016 – October 1, 2016
- Online football apparel through BSN website – April 20, 2017 – June 23, 2017
- Online apparel sale – October 7, 2017
- Chipotle Fundraiser – May 7, 2018
- Sale of cards/discount cards – April 15, 2018 – July 15, 2018
- Fan Cloth apparel – April 16, 2018 – May 4, 2018

Additional Records:

During our interview with Mr. Kretz on December 17, 2019, we provided him with our contact information, and requested that he provide us with any additional records that he might have relating to the Memorial High School Football Team, or the Fan Cloth fundraisers. We also requested that Mr. Kretz notify us if he was unable to locate any additional records. We received no additional records or communications from Mr. Kretz subsequent to our interview.

MEMORIAL HIGH SCHOOL SOFTBALL CLUB

The individual who acted as faculty advisor for the Memorial High School Softball Club for the 2016-17 and 2017-18 school years was Ms. Kimberly Thompson. We were unable to obtain a *Club Signature List* form signed by Ms. Thompson.

We interviewed Ms. Thompson regarding the Memorial High School Softball Club Autism Awareness Fundraiser on April 18, 2019, and we interviewed Ms. Thompson again on November 7, 2019 regarding the Fan Cloth fundraisers.

Tournament to Raise Money and Awareness for Autism:

During both the 2016-17 and 2017-18 school years, the Memorial High School softball team and baseball team held a joint tournament to raise money and awareness for autism, and to fundraise for both clubs. Per the approved fundraising activity form submitted to the business office, the clubs were to sell t-shirts at the event, and the profits from the t-shirt sales would go to the Autism Society. Money collected for concession sales, and fees from the other teams that competed would be split between the softball and baseball teams.

Donations were also accepted from spectators.

We interviewed Mr. Diot, faculty advisor for the Memorial High School baseball team on April 18, 2019, and he stated

We spoke with the Assistant Coach,

Mr. Jack Zider, who stated that

Mr. Zider stated that

We noted that the *Request for Approval of Fundraising Activity* form for the 2016-17 tournament dated March 21, 2017 was completed and signed by Ms. Thompson, and lists Ms. Thompson and Mr. Diot as being responsible for the fundraiser. We also noted that for the 2017-18 school year, two *Request for Approval of Fundraising* forms were completed and signed, one by Ms. Thompson dated March 8, 2018 and one by Mr. Diot dated March 9, 2018.

We spoke with Ms. Thompson who stated that and estimated that The entry fee was \$20 per player, with a minimum of ten players per team. The minimum amount collected in entry fees was \$1,000. Money was also collected at the event for concession sales. Records from the event were insufficient for us to determine the amount of money collected. After the tournament, each team deposited exactly \$500 relating to team entry fees and concession sales. We noted Mr. Diot's signature on the deposit form dated June 9, 2017 submitted by the Memorial High School Baseball Varsity Club. We noted Ms. Thompson's signature on the deposit form dated May 9, 2017 submitted by the Memorial High School Baseball Varsity Club.

Amityville Union Free School District
Report on Select Extraclassroom Clubs

The clubs also sold t-shirts prior and at the tournament with profits to be donated to the Autism Society. We [REDACTED]

[REDACTED]

We noted that [REDACTED]

[REDACTED] We contacted the vendor who stated that the [REDACTED] was paid by credit card. That payment was not reimbursed by the extraclassroom account, and may [REDACTED]. The [REDACTED] were not deposited into either the Memorial High School Baseball Varsity Club's account, or the Memorial High School Softball Varsity Club's account. Mr. Diot stated that [REDACTED]

[REDACTED] Ms. Thompson stated that in [REDACTED]

[REDACTED] She was able to provide us with a letter from Autism Speaks thanking her for the donation. She stated that [REDACTED]

There is no record of the amount of donations collected from spectators at the event, and we were unable to estimate the amount. No donation was subsequently made to the Autism Society by either team.

Fan Cloth Fundraisers for the 2016-17 School Year:

During the 2016-2017 school year, the Memorial High School Softball Club conducted two fundraisers in which apparel with the District's logo was sold by students through a catalog. The fundraiser was run utilizing a vendor, Fan Cloth, LLC. Students sold apparel from the catalog and collected payment. For every item the students sold, the Club earned a profit. The per unit profit margin was determined by Fan Cloth, and was based on the total number of items sold. The faculty advisor, Ms. Thompson, was responsible for compiling the individual orders and submitting the orders and payment to Fan Cloth. The Club was invoiced by Fan Cloth for the cost of the items, less the per item profit. Fan Cloth did not track which individuals submitted payment to the Club for their orders, and did not receive copies of the original order forms. We requested the original order forms from Ms. Thompson who stated [REDACTED]

[REDACTED] However she indicated that [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED] We provided our contact information to Ms. Thompson on November 7, 2019, and requested that she forward to us any records she was able to locate. As of December 11, 2019, we have not received any additional records from Ms. Thompson.

We reviewed the cash receipts and disbursements relating to these fundraisers. Based on the records provided, we recalculated the expected revenues and compared our recalculated revenues to the actual deposits submitted by Ms. Thompson to the Central Treasurer. Based on our calculation, we noted that [REDACTED]

MEMORIAL HIGH SCHOOL HISPANIC HERITAGE CLUB

Faculty Advisors:

The following individuals received stipends to serve as co-advisors for the Memorial High School Hispanic Heritage Club:

- 2016-17: Elisa Castro and María Leon-Pineros
- 2017-18: Elisa Castro and Maria Leon-Pineros
- 2018-19: Elisa Castro and Gerde Louis

Although we were unable to obtain a *Club Signature List* form for the Memorial High School Hispanic Heritage Club for the 2016-17 or 2017-18 school years, we noted Ms. Castro's signature on a *Club Signature List* form for the Memorial High School World Language Honor Society dated October 14, 2014. We were also able to obtain a *Club Signature List* form for the Amityville Memorial High School Hispanic Heritage Club signed by Ms. Castro dated April 11, 2019. The *Club Signature List* form is provided to faculty advisors by the District on an annual basis. During our interview on December 17, 2019, Ms. Castro stated that [REDACTED]

Amityville Union Free School District
Report on Select Extraclassroom Clubs

[REDACTED]

Hispanic Heritage Show and Dance:

The faculty advisors for the Hispanic Heritage Club for the 2017-2018 school year submitted a *Request for Approval of Fund Raising Activity* form dated September 28, 2017, requesting permission to sell tickets to a show and dance, as well as food. Per the *Request for Approval of Fund Raising Activity* form, the show and dance was scheduled to take place on November 3, 2017. The request form was signed by both of the Club's advisors, Elisa Castro and Maria Leon-Pineros, and was approved by the building principal. Per the *Request for Approval of Fund Raising Activity* form, admission to the show and dance would be \$5 per person, fifty percent of the proceeds would be donated to Puerto Rico, and the remaining proceeds would be utilized for a field trip. We noted [REDACTED]

[REDACTED] which was signed by Ms. Leon-Pineros. We interviewed Ms. Castro on November 7, 2019 regarding the event. We were unable to interview Ms. Leon-Pineros, as she is no longer employed by the District. Ms. Castro stated that [REDACTED]

She also stated [REDACTED]

She stated that [REDACTED]

she stated that [REDACTED]

Due to the lack of records relating to the ticket sales, we were unable to determine whether the entire amount collected was deposited. We conducted a follow up interview with Ms. Castro on December 17, 2019, and Ms. Castro reiterated that [REDACTED]. She stated that [REDACTED].

Chocolate Rose Sale:

During our review of the accounting records of the Hispanic Heritage Club, we noted [REDACTED]

The supporting documentation provided with the cash disbursement was a statement from the vendor addressed to Elisa Castro listing the invoice number, date, and total amount due. It did not include specific information regarding what was purchased or how many units. We contacted the vendor and were able to obtain a detailed invoice indicating [REDACTED]

We obtained a copy of the catalog that was in effect at that time from the vendor in order to determine the number of units per case, and the recommended selling price. Based on the information obtained, the expected revenue from the sale of these chocolate roses [REDACTED]. We noted no deposits associated with the sale of the chocolate roses. We inquired of Ms. Castro regarding whether a [REDACTED] and she stated that [REDACTED]

She stated [REDACTED]

We reviewed the *Safe Deposit Log* for the period of January 1, [REDACTED]

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2018 (nearly two months prior to the vendor invoice date) through January 15, 2019 noting no deposits for the Hispanic Heritage Club which had not already been accounted for with other fundraising activities.

We conducted a follow up interview with Ms. Castro on December 17, 2019, and inquired further regarding the chocolate rose sale. We inquired as to [REDACTED]

stated that [REDACTED]

She stated that [REDACTED]

Per Ms. Castro [REDACTED]

We also inquired as to whether [REDACTED]

stated that [REDACTED]

and she [REDACTED]

During our interview with Ms. Castro, we requested that she provide any additional records that she might have pertaining to the Hispanic Heritage Club. We reviewed the records she provided noting [REDACTED]

We conducted a follow up interview with Ms. Castro on December 17, 2019 and inquired as to [REDACTED]

She stated [REDACTED]

She stated that [REDACTED]

Ms. Castro speculated [REDACTED]

Approved Fundraisers with No Financial Activity:

The following fundraisers were approved via a *Request for Approval of Fund Raising Activity* form, however no cash receipts or cash disbursements were recorded in the extraclassroom activity fund relating to these fundraisers. Per Ms. Castro, [REDACTED]

- Food sales during parent teacher conferences, open house, and back to school night, October 20, 2018 and November 20, 2018
- Candy sale after school, October through November 2018
- Sale of water, soda, snacks and coffee during homecoming, October 13, 2018
- Candy sale after school, November 9, 2017 – November 30, 2017
- Car Wash, May 5, 2018
- Food sale during football game, October 28, 2017
- Food sale during Latino cultural night, December 15, 2016

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Report on Select Extraclassroom Clubs

- Ticket sales to dance/performance, April 28, 2017
- Dance ticket and food sales, October 14, 2016
- Soda, popcorn and candy sale during movie night, February 2, 2017

During our follow up interview with Ms. Castro on December 17, 2019, we inquired as to [REDACTED] Ms. Castro stated [REDACTED]

MEMORIAL HIGH SCHOOL CLASS OF 2020 CLUB

Faculty Advisor:

The individual who received a stipend to act as faculty advisor for the Class of 2020 Club for the 2017-18 and 2018-19 school years was Ms. Dawn Mizrachi. Although we were unable to obtain a *Club Signature List* form for the Memorial High School Class of 2020 Club for the 2017-18 or 2018-19 fiscal years, we noted Ms. Mizrachi's signature on a *Club Signature List* form for the Memorial High School Key Club dated September 14, 2016.

Lanyard and T-Shirt Sale:

The Class of 2020 Club completed fundraisers to sell both lanyards and T-shirts during the 2017-18 school year. We reviewed all cash disbursements during that time period, and noted payments made to vendors for both the lanyards and the T-shirts. Lanyards were purchased from Old Fashion Candy Company, some of which were embroidered with "Class of 2019" and some of which were embroidered with "Class of 2020." The invoices from Old Fashion Candy Company were dated September 15, 2017 and September 26, 2017. Based on the vendor invoices we were able to determine how many cases of lanyards were purchased and the total cost of the lanyards. We obtained a copy of the catalog from Old Fashion Candy Company, and were able to determine that each case contained twelve lanyards, and that the recommended sales price of the lanyards [REDACTED]

During our interview on November 7, 2019, we [REDACTED] Ms. Mizrachi stated that [REDACTED] Based on the information listed above, we were able to determine that the [REDACTED]

T-shirts sold by the Class of 2020 Club were purchased from Bobby Tees. During our interview on November 7, 2019, Ms. Mizrachi stated that [REDACTED] The invoice from Bobby Tees was dated August 21, 2017. The Club purchased forty-two shirts. Per the completed *Request for Approval of Fund Raising Activity* form, and Ms. Mizrachi, [REDACTED]

The total expected revenues from both sales [REDACTED] Based on our review of the Club's cash receipts for the 2017-18 school year, we noted [REDACTED]

Amityville Union Free School District
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[REDACTED]
based on the calculations we performed.

We conducted a follow up interview with Ms. Mizrachi on December 17, 2019. During the interview, we [REDACTED] and asked if [REDACTED]

Ms. Mizrachi stated that [REDACTED]

[REDACTED] In addition, she stated that [REDACTED]

stated that [REDACTED] She [REDACTED]

We requested that Ms. Mizrachi provide any additional records that she had relating to these fundraisers. Ms. Mizrachi subsequently provided us with a listing of 38 individuals who pre-ordered T-shirts. The list indicated that [REDACTED]

[REDACTED] which agrees to the number of T-shirts ordered per the vendor invoice in the central treasurer's records. Ms. Mizrachi also provided us with a copy of the vendor invoice which indicates [REDACTED]

The invoice provided by Ms. Mizrachi has the same invoice number as the invoice provided to the Central Treasurer, and indicates [REDACTED]

[REDACTED] the invoice provided by Ms. Mizrachi indicates [REDACTED]

Based on our review of the Central Treasurer's records, [REDACTED]

[REDACTED] We were unable to prepare a calculation of the expected revenues for these fundraisers which includes the additional information provided by Ms. Mizrachi, as there are too many variables.

Baseball Jersey Sales:

During the 2018-19 school year, the Class of 2020 Club sold baseball jerseys to the class. We reviewed all cash disbursements during that time period, and noted a payment made to Amity Harbor Sports to purchase the jerseys. The cost of the jerseys was between \$20-\$24 depending on the size of the jersey, and there was an additional charge of \$4 per jersey for those who opted to have their name printed on the back. Per Ms. Mizrachi, [REDACTED]

However, we noted the [REDACTED]

Ms. Mizrachi also noted that [REDACTED]

Utilizing the vendor invoice, which was dated February 14, 2019, we were able to determine that [REDACTED]

[REDACTED] Utilizing this information, we were able to calculate and expected revenues of [REDACTED] During our review of the Club's cash receipts during the 2018-19 school year, we noted [REDACTED]

During our review of the Club's cash receipts, we noted [REDACTED]

During a follow up interview with Ms. Mizrachi on December 17, 2019, we inquired as to [REDACTED]

Ms. Mizrachi subsequently provided us a copy of her club ledger, which indicates [REDACTED]

Based on this information, [REDACTED]

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During our interview with Ms. Mizrachi on December 17, 2019, we [REDACTED]

Mizrachi stated [REDACTED]

Ms [REDACTED]

[REDACTED] stated that [REDACTED] Per the baseball jersey preorder listing provided by Ms. Mizrachi, the total number of jerseys which were sponsored was nine. [REDACTED]

Ms. Mizrachi also stated that [REDACTED]

[REDACTED] Ms. Mizrachi subsequently provided us with a copy of her Club ledger, which indicated [REDACTED] We obtained a copy of the *Extraclassroom Activity Accounts Deposit Form* for this deposit from the Central Treasurer's records. We noted the form, which was signed by Ms. Mizrachi, stated the deposit related to the sale of cupcakes and brownies. The ledger provided by Ms. Mizrachi also included a deposit in the amount of \$61.85 which indicates that [REDACTED]

[REDACTED] Per the Central Treasurer's ledger, this amount was deposited into the Class of 2020 Club in error, and was subsequently moved to the Class of 2021 Club. The Central Treasurer's receipt for this deposit indicates [REDACTED] When reviewing the ledger provided by Ms. Mizrachi, we noted [REDACTED] We compared Ms. Mizrachi's ledger for transactions dated February 8, 2019 through May 22, 2019, to the Central Treasurer's ledger for the same time period. We noted that [REDACTED]

[REDACTED] Ms. Mizrachi also provided us with a ledger for the 2019-2020 school year, which includes several deposits with the description "Jersey Sales" beginning September 10, 2019. Per our prior interviews with Ms. Mizrachi, we noted that [REDACTED] We were unable to prepare a calculation of the expected revenues for this fundraiser which includes the additional information provided by Ms. Mizrachi, as there are too many variables.

Approved Fundraisers with No Financial Activity:

The following fundraiser was approved via a *Request for Approval of Fund Raising Activity* form, however no cash receipts or cash disbursements were recorded in the extraclassroom activity fund relating to this fundraiser.

- Car wash - September 22, 2018

BOARD OF EDUCATION
Amityville Union Free School District, Amityville, NY 11701
Regular Monthly Meeting Minutes – February 10, 2021

The Meeting was called to order at 5:39 p.m. by President Dr. Fulton, at the Amityville Memorial High School, Auditorium.

IN ATTENDANCE: Dr. Terry Fulton, President
Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
David Heller, Trustee
Lisa Johnson, Trustee
Leslie Kretz, Trustee
Carol Seehof, Trustee

ALSO PRESENT: Dr. Mary T. Kelly, Superintendent of Schools
Andrea Pekar, Assistant Superintendent for Curriculum & Instruction
Louis Frontario, Interim Assistant Superintendent of Finance and Operations
Lisa Hutchinson, Guercio & Guercio, LLP
John P. Sheahan, Guercio & Guercio, LLP (left at 6:25 pm)

AMITYVILLE U F S D
APPROVED
BOARD OF EDUCATION MINUTES
DATE 2/10/21
DISTRICT CLERK SIGNATURE
Bar Miller

Motion to adjourn into Executive Session at 5:40 p.m. for the purpose of seeking legal advice from the Board's Attorney made by Mr. Heller; seconded by Mr. Leon.

Motion Carries: 7 Yes; 0 No; 0 Abstain.

Open Meeting resumed at 7:34 p.m. in the Amityville Memorial High School, Auditorium

IN ATTENDANCE: Dr. Terry Fulton, President
Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
David Heller, Trustee
Lisa Johnson, Trustee
Leslie Kretz, Trustee
Carol Seehof, Trustee

ALSO PRESENT: Dr. Mary T. Kelly, Superintendent of Schools
Andrea Pekar, Assistant Superintendent for Curriculum & Instruction
Louis Frontario, Interim Assistant Superintendent of Finance and Operations
Lisa Hutchinson, Guercio & Guercio, LLP
Barbara Miller, District Clerk
Peter Paternostro, Administrator for Pupil Personnel Services and Special Education
Virginia Figueroa, Assistant Administrator for Pupil Personnel Services and Special Education
Dr. Fran Fernandez, Director of Fine Arts
Evan Farkas, Director of Athletics, Physical Education and Health
Mary Stephens, Director of English as a New Language and World Languages
Dr. Pauline Collins, Principal, Northeast Elementary School
Kathleen Hyland, Principal, Northwest Elementary School
Sonia Rodrigo, Assistant Principal, Northwest Elementary School
Robyn Santiago, Principal, Park Avenue Memorial Elementary School
Joshua Atlas, Assistant Principal, Park Avenue Memorial Elementary School
Earl Mitchell, Principal, Edmund W. Miles Middle School
Paul Duguay, Assistant Principal, Edmund W. Miles Middle School
Lurdez Berrios, Assistant Principal, Edmund W. Miles Middle School
Edward Plaia, Principal, Amityville Memorial High School

Brian Suckle, Assistant Principal, Amityville Memorial High School
Rose Hutcherson, Assistant Principal, Amityville Memorial High School
Dr. John Cardone, Dean of Students, Amityville Memorial

Community members 5

Dr. Fulton led the audience in the Pledge of Allegiance.

PRESENTATIONS

1. Capital Projects
2. Budget Workshop #2
3. Credit Recovery

COMMUNITY INPUT REGARDING BOARD AGENDA ITEMS ONLY

Toni Bean – Budget and the Credit Recovery Program

APPROVAL OF MINUTES

Motion to approve Agenda Item 2A-1 made by Ms. Santos; seconded by Ms. Kretz.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Draft #1- Regular Meeting- January 13, 2021

BOARD ACTION

Motion to amend Agenda to add Item 2C-1 made by Mr. Leon; seconded by Ms. Seehof.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain

1. Suspend the public Use of Districts facilities

Motion to approve Agenda Item 2C-1 made by Mr. Heller; seconded by Ms. Kretz.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Suspend the public us of Districts facilities

Motion to amend Agenda to add Item 2C-2 made by Ms. Santos; seconded by Ms. Seehof.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

2. Appoint David Heller as point person on Construction Projects

Motion to approve Agenda Item 2C-2 made by Ms. Santos; seconded by Ms. Kretz.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

2. Appoint David Heller as point person on Construction Projects

PERSONNEL

Motion to approve Agenda Items 3B-1 through 3B- 33 made by Ms. Kretz ; seconded by Ms. Seehof.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Intermittent FMLA: Elementary Teacher/NW- Pellegrino, J.
2. FMLA: Elementary Teacher/NE- Aversa, D.
3. FMLA: English Teacher/HS- Rosario, K.
4. Extend Leave of Absence W/O Pay: Cook/HS- DeVecchis, J.
5. Extend Leave of Absence W/O Pay: Special Education 1:1 Aide/HS- Spence, E.
6. Leave of absence W/O Pay: Part-Time Office Assistant/MS- Thomas, A.
7. Leave of Absence W/O Pay: Food Service Worker/MS- Brown-Hendricks, K.
8. Leave of Absence W/O Pay: Food Service Worker/HS- Quiroz, M.
9. Leave of Absence W/O Pay: Monitor/MS- Idrovo, C.
10. Leave of Absence W/O Pay: Monitor/NE- Carpentieri, D.
11. Rescind Appointment: Coach: MS Cross Country Head Coach- Germain, P.
12. Resignation: Teaching Assistant/NW- Baum, L.
13. Resignation: Permanent Substitute Teacher/NE- Holmes, A.
14. Resignation: Special Education 1:1 Aide/MS- Williams, D.
15. Resignation: Monitor/NE- Patterson, A.
16. Revised Probationary Appointment: Elementary Teacher- Boell, J.
17. Probationary Appointment: Teaching Assistant/ NW- McCreary, A.
18. Leave Replacement Appointment: Elementary Teacher/NE- Miller, P.
19. Leave Replacement Appointment: Teaching Assistant/PA- Millar, T.
20. Revised Appointment: Lead Teacher: 5th Grade ELA/PA- Conboy, J.
21. Appointment: Lead Teacher: 5th Grade ELA/PA- Grasso, P.
22. Appointment: Groundskeeper II/DW- Lewis, D.
23. Appointment: Groundskeeper I/DW- Sarmiento, J.
24. Appointment: Senior Custodian/MS- Addae, E.
25. Leave Replacement Appointment: Literacy Teacher/NW- Rivera, T.
26. Appointment: Curriculum Writing: Global & Geography II- Howard, M.
27. Appointment: Coach: MS Cross Country Head Coach- Claps, R.
28. Appointment: Translator- Abreu, M.
29. Appointment: Permanent Substitute Teacher/NW- Rivera, T.
30. Appointment: Permanent Substitute Teacher/NW- Maglione, A.
31. Appointment: Substitute Food Service Worker/DW- Drinkwater, Y.
32. FMLA: Elementary Teacher/NW- Cottone, M.
33. FMLA: Elementary Teacher/NW- Komsic, K.

BUSINESS

Motion to approve Agenda Items 3C-1 through 3C-4 made by Ms. Johnson; seconded by Mr. Heller.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Use of Facilities
2. Disposal of Fixed Assets
3. Change Order #2 NW School (G Construction Enterprises, LLC.)
4. Special Education Contracts- St. Martin of Tours

FINANCE

Motion to approve Agenda Item 3D-1 made by Ms. Seehof; seconded by Ms. Kretz.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Treasurer's Report- December 2020

CONTRACTS FOR SPECIAL EDUCATION SERVICES

Motion to approve Agenda Item 3E-1 made by Mr. Leon; seconded by Ms. Santos.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. SEDCAR- Martin De Porres School for Exceptional Children

CURRICULUM AND INSTRUCTION

Motion to approve Agenda Item 3F-1 made by Ms. Seehof; seconded by Ms. Kretz.
Discussion: None. Motion Carries: 7 Yes; 0 No; 0 Abstain.

1. Approval of Conferences

REPORTS

Dr. Kelly reported on the status of Vaccination for the Staff, and Student Scholarship,

COMMUNITY COMMENTS ON NON AGENDA ITEMS

Toni Bean asked about Chrome Books and Robo Calls for positive cases.

Nakia Wolfe, talked about collaboration meeting.

Peter Paternostro reported on Power of Positive Leadership.

Madeline Quintyne-McConney, asked about an update on, an Additional Social Worker and Human Resource

Motion to adjourn into Executive Session at 10:44 p.m. for the purpose of seeking legal advice from the Board's Attorney made by Ms. Kretz; seconded by Mr. Leon. Motion Carries: 7 Yes; 0 No; 0 Abstain.

IN ATTENDANCE: Dr. Terry Fulton, President
Juan Leon, 1st Vice President
Jeannette Santos, 2nd Vice President
David Heller, Trustee
Lisa Johnson, Trustee
Leslie Kretz, Trustee
Carol Seehof, Trustee

ALSO PRESENT: Dr. Mary T. Kelly, Superintendent of Schools
Andrea Pekar, Assistant Superintendent for Curriculum & Instruction
Louis Frontario, Interim Assistant Superintendent of Finance and Operations
Lisa Hutchinson, Guercio & Guercio, LLP

Motion exit executive session and adjourn open meeting at 10:50 p.m. made by Ms. Seehof; seconded by Ms. Johnson. Discussion: None. Motion Carries: 7 Yes, 0 No; 0 Abstain.



AMITYVILLE UNION FREE SCHOOL DISTRICT
150 Park Avenue, Amityville, New York, 11701

Edward M. Fale, Ph.D.
Interim Superintendent of Schools

efale@amityvilleufsd.org
Telephone: (631) 565-6019
Fax: (631) 598-6516

September 23, 2021

VIA EMAIL & CERTIFIED MAIL

Wendy Canestro

[REDACTED]

Re: Response to FOIL Appeal

Dear Ms. Canestro:

I am writing this letter in response to your email dated September 17, 2021, in which you appealed the Records Access Officer's determination made on September 15, 2021 (enclosed), relating to your requests for records pursuant to the Freedom of Information Law ("FOIL") made on August 5, 2021 wherein you requested:

- grievance(s) against [the] Board of Education or any individual trustees in 2020 to present; and
- grievance[s] filed by [REDACTED] against [the] Board of Education or individual trustees.

Please be advised that, after careful review of your request, I have determined to grant your appeal in-part.

At the outset, a certain clarification of the law is required. There is no requirement that the Records Access Officer provide a particularized and specific justification for any denial, as you allege in your appeal. Rather, as courts have made clear, "[a]n agency that initially denies a request is not required to specify a reason for the denial." N.Y. Pub. Off. Law §89(4)(a); *see also Comp. Enter. Inst. v. Att. Gen. of N.Y.*, 161 A.D3d 1283 (3d Dept 2018) Upon the second step, the administrative appeal, the agency is required to "fully explain in writing . . . the reasons for further denial." *Id.* In a subsequent Article 78 challenge, and only then, does a burden fall on the District of proving the basis for the denial. *Id.*

Enclosed please find responsive documents containing several redactions, which were made because such redacted portions would constitute an unwarranted invasion of personal privacy if disclosed (N.Y. Pub. Off. Law § 87[2][b]). More specifically, to the extent the responsive documents contain allegations which have not yet been determined or have not yet

[REDACTED]

[REDACTED]

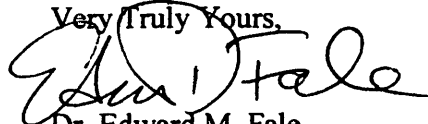
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resulted in disciplinary action, the document has been redacted to protect the subject(s) of the allegations from an unwarranted invasion of personal privacy with regard to those allegations. AO-19,771 (May 7, 2020).

Please be advised that in accordance with Public Officers Law § 89(4)(a), by copy of this letter and enclosures, this appeal decision is being forwarded to the Executive Director of the Committee on Open Government. Finally, I respectfully refer you to 21 NYCRR § 1401.7 for a complete recitation of your rights on appeal.

Very Truly Yours,



Dr. Edward M. Fale

Interim Superintendent of Schools

Encl.

cc: Committee on Open Government
Department of State
One Commerce Plaza, 99 Washington Avenue, Suite 650
Albany, New York 12231
(Enclosing copy of appeal)

approached me at the front desk. As I do with everyone who walks into the main lobby, I greeted

Right away, I asked if knew's last name, because to my knowledge there was no one at the school by that name. I tried to help further by asking what department this person worked in. replied: I knew then that was most likely referring to

That same day, asked me for my name, leaving me wondering as to why asked for it.

In another incident, approached asking to come outside.

After left the school from questioning, the school principal got a visit from the superintendent.

They accused me

However,

I work at the desk using my phone to assist students with apps for chromebooks. The picture that was taken of me also shows

While I was using my phone for work,

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]
Board of Ed Trustee

- [REDACTED] the Trustee of the Board of Ed [REDACTED] visited the Middle School to introduce [REDACTED]. Instead of doing that, [REDACTED]
- [REDACTED]
- Once [REDACTED]
- Another time when [REDACTED] came back to the school security opened the door for [REDACTED] and [REDACTED]

[REDACTED]

[REDACTED]

<p>[REDACTED]</p> <p>I feel like this situation was a set up, because [REDACTED] which [REDACTED] feels like there was [REDACTED]</p>	
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The Amityville Echo

(<https://amityvilleecho.com>)

The Student News Site of Amityville Memorial High School

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[Student Life \(https://amityvilleecho.com/category/student-life/\)](https://amityvilleecho.com/category/student-life/)

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What would you do with \$788 worth of free groceries?



Misha Ankudovych

https://amityvilleecho.com/staff_name/misha-

POLLS

Should the U.S. have stricter gun laws in place?

- YES
- NO
- I'm not sure.

[Vote](#)

[View Results](#)

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\$132 per month in which we participated in fully-remote learning.

Because this is acting retroactively for the entire 2020-2021 school year, every student will receive all of the aid for that school year in one lump sum, leading to a total of \$788. However, in the future, if Amityville ever re-transitions back into either hybrid or virtual learning, each student will receive benefits on a monthly basis.

Do I qualify for P-EBT?

Short answer: If you have attended Amityville during the 2020-2021 school year, you will qualify for this program.

Long answer: Eligibility for the P-EBT card depends on whether a student has been enrolled in Free or reduced lunch. Recently, in Amityville, all students have been enrolled in free lunch regardless of their income level. This means that every student in Amityville will receive these benefits, however, in other towns, only certain students will receive these benefits.

I didn't get a P-EBT card in the mail.. What now?

There are a few reasons that you may have not recently received this card in the mail.

1. Students who are already receiving government assistance in the form of SNAP or other food security programs, will have this money placed directly onto their preexisting EBT card.
2. Students who received the P-EBT assistance during the 2019-2020 school year (before all of Amityville was registered for free or reduced lunch) will receive their benefits on that P-EBT card.
3. Students who are receiving government assistance in the form of Medicaid AND who received their P-EBT benefits for the 2019-2020 school year on their Medicaid card, will have it transferred to that card again.
4. If you are currently a student of Amityville, but were not one during the 2020-2021 school year, you will not qualify.

It is impossible to apply for a P-EBT card. They are automatically handed out based upon availability, so if



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you haven't gotten one, and do fall into any of the above categories, there is no straightforward way to register for a card, however, you can attempt to follow the instructions for a lost card to attempt to receive these benefits.

But I just threw away my card!

For the sake of honesty, I will tell you, I did the same thing. When the cards for myself, and my seven year old sister came in the mail, I was horrified that we were victims of identity theft. My mother called the social security agency and voiced our concerns. We were told that there was nothing to worry about, and that we were able to throw our cards away if we didn't register for them. Don't do this!

If you did throw your card away, here are the steps that we took to get ours back:

1. Call 1-888-328-6399.
2. Enter 999-99 and then the month and date of the cardholder's birthday. (For example if born on February 21st 2004, you would enter 999-99-0221 when asked to enter your social security number).
3. You will then have to confirm the cardholder's full birthday in MMDDYYYY format (Following the example from earlier, you would enter 02212004).
4. Enter your P-EBT PIN. If you have yet to create a pin, you will be able to follow alternative steps to receive your replacement card.

These replacement cards are provided free of charge and should arrive in 5-7 business days.

How can I use this program to help my community?

When asked about the program, social studies teacher, Mr. Greiss, called it an amazing opportunity for those who need it, and a possible mismanagement of funds for those who don't. And this is a valid concern. Is it fair that we all receive this card, even if our family might not necessarily need it? An initial response to this feeling



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might be to throw away your card however this **will not** redistribute these funds to others in our community. The only way to contribute to your community with this program is to use the card yourself.

To aid your community using this card you can either:

1. Use your P-EBT card to purchase food from local businesses to support them and the local economy.
2. Use your P-EBT card to purchase food that you will then donate to food donation drives, (<https://coronavirus.health.ny.gov/food-pantries>) or directly to people in your community with food insecurity.
3. Spread the word! Very few people know of this program. Telling your peers and parents about it will allow as many people as possible to benefit from what they've received.

This aid has the very real potential to impact the lives of members of our community, and we should do all we can to ensure that it does.

Are there any other resources for food insecure families?

Yes! This is only the beginning of benefits offered to families! Below are a number of resources that aim to help families suffering from food insecurity:

You can determine eligibility and apply for SNAP here. (<http://www.mybenefits.ny.gov/>)

You can locate food pantries here. (<https://coronavirus.health.ny.gov/food-pantries>)

You can locate USDA meals for kids sites here. (<http://www.fns.usda.gov/meals4kids>)

You can text "Food" (for English) or "Comida" (for Spanish) to 877-877

You can call the USDA National Hunger Hotline at 1-866-3-HUNGRY (for English) or 1-877-8-HAMBRE (for Spanish).

For additional help you can call 211.

Other Information

You can use this card just like a normal debit card at participating stores (<http://www.fns.usda.gov/snap/eligible-food-items/>), to buy qualifying food products (<http://www.fns.usda.gov/snap/eligible-food-items/>). Click here



(<https://www.facebook.com/nygov>)



(<https://twitter.com/nygov>)
text=What would you do with \$788 worth of free groceries? &url=https%3A%2F%2Fwww.facebook.com/nygov



(<https://www.amityvilleecfbclid=IwAR2U4CeMvtNy4>)

(<https://otda.ny.gov/workingfamilyebt/>) for more information on using an EBT card.

The funds on this card last at least as long as 274 days from their date of issuance.

For further information you can call 1-833-452-0096 or visit this NYS website (<https://otda.ny.gov/SNAP-COVID-19/Frequently-Asked-Questions-Pandemic-EBT.asp>).

No families have to pay back any of the money given to them with the P-EBT benefits.

Once again, do not throw your card away, even after using all the funds! If Amityville ever re-transitions into a either full or partial virtual learning scenario, more money will be added to this card

There is no doubt that this amazing program has the opportunity to greatly improve the lives of many members of our community. Whether you end up using these benefits for your own family, or to support other members of your community, we should all be extremely grateful to have participated this program and make sure to 'pay it forward' in the coming months.

Leave a Comment

About the Contributor



Misha Ankudovych, Editor-in-Chief

(https://amityvilleecho.com/staff_profile/misha-ankudovych/)

Misha is a senior whose hobbies change almost as often as possible. He enjoys writing about school news and politics. Currently, his hobbies include programming...



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(https://amityvilleecho.com/staff_profile/misha-ankudovych/)

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The Student News Site of Amityville Memorial High School

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ankudovych/), Editor-In-Chief
February 10, 2022

Many students have been finding unexpected envelopes addressed to them in the mail this week, and even more have been tossing those envelopes in the trash unopened! But wait! Don't do that!

Every student who has been enrolled in Amityville Union Free School District during the last school year will be receiving something in the mail called a **Pandemic Electronic Bank Transfer (P-EBT) card**. And, if you're like me, you will be extremely confused when it arrives, and also like me, you might even throw it out!

So.. what exactly is a P-EBT card?



The United States recently passed a bill, titled *The Continuing Appropriations Act of 2021 and Other Extensions Act*

(<https://www.congress.gov/116/plaws/publ159/PLAW-116publ159.pdf>). Among other things, this bill approved the delivering of funds to students whose access to their free or reduced lunch benefits was interrupted by hybrid and fully-remote learning experienced during the 2020-2021 school year. For a brief synopsis of this program and some FAQs, you can visit this website.

(<https://hungersolutionsny.org/covid-19/pebt/>)

In a program touted as *unprecedented* by our high school principal, Mr. Plaia, each student affected will receive \$82 per month in which we participated in hybrid learning, and



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