

MINUTES

Date of Meeting: December 9, 2008

Type of Meeting: Executive Session

Place of Meeting: Administration Building – Conference Room

Members Present: President Patrick E. Gallagher
Vice President Roy Lester
Board Member Franklin Alvarado
Board Member Lynn Gergen
Board Member Dennis Ryan

Members Absent: None

Others Present: Dr. Robert Greenberg, Superintendent
Dr. Randie Berger, Deputy Superintendent
Mr. Michael DeVito, Chief Operating Officer
Mr. Chris Venator, Esq., Ingerman Smith LLP
Mr. Mike Conte, Syntax Communications
Ms. Eileen Lilly, District Clerk

President Gallagher called for a motion to go into executive session at 6:15 PM to discuss pending and proposed legal matters and real estate matters.

Motion by: Board Member Alvarado
Seconded by: Board Member Gergen
Approved: 5-0

**Motion to Go into
Executive
Session**

President Gallagher called for a motion to adjourn the executive session at 7:55 PM.

Motion by: Vice President Lester
Seconded by: Board Member Ryan
Approved: 5-0

Adjournment

MINUTES

- Date of Meeting:** December 9, 2008
- Type of Meeting:** Regular Meeting
- Place of Meeting:** Middle School – Auditorium
- Members Present:** President Patrick E. Gallagher
Vice President Roy Lester
Board Member Franklin Alvarado
Board Member Lynn Gergen
Board Member Dennis Ryan
- Members Absent:** None
- Others Present:** Dr. Robert Greenberg, Superintendent
Dr. Randie Berger, Deputy Superintendent
Mr. Michael DeVito, Chief Operating Officer
Ms. Eileen Lilly, District Clerk

- I. President Gallagher
- Called the meeting to order and led the meeting in the Pledge of Allegiance at 8:10 PM
- Call to Order**
- II. Superintendent's Report – Dr. Greenberg
- Reported that 52 LBMS student athletes received echo-cardiograms and thanked Neil Sterrer, Arnie Epstein and Barbara Young, head nurse, for their efforts in this screening.
 - Extended congratulations to 49 LBHS students named as AP scholars; two students, Michael Cuttler and Adam Maresca, are national scholars.
- Superintendent's Report**

- Extended congratulations to 49 LBHS students named as AP scholars; two students, Michael Cuttler and Adam Maresca, are national scholars.
- Indicated that the Legislature rejected the 1.8 million dollars in cuts that the Governor proposed mid-year; next year that amount will be 3.5 to 4 million dollars. We look forward to Governor Patterson's report next Thursday. We also await word on a tax cap. There will be no elections next year for assemblyman or senators.
- Addressed the topic of merging of school districts. Currently there is no mandate from NYS for consolidation. We can only speculate when it will occur.

III. President Gallagher called for Questions and Comments – Items on Tonight's Agenda Only.

There were none.

**Questions and
Comments – Tonight's
Agenda Only**

IV. President Gallagher called for Approval of the Treasurer's Report: Period Ending October 31, 2008.

**# 72
Treasurer's Report**

Motion by: Vice President Lester
Seconded by: Board Member Alvarado
Approved: 5-0

V. President Gallagher called for Board of Education Comments

**Board of Education
Comments**

Board Member Alvarado

- Indicated that he supports the idea of merging districts with Atlantic Beach and/or Island Park as a way to save money and bring in more revenue.
- Requested comments and suggestions.
- Looks forward to Middle School Plan.
- Invited LBCTA to come back to negotiate.

Governor's budget will be a rude awakening with many changes. There will be mandate relief. No longer will NYS put in mandates and ask schools to pay for them on their own. Assemblyman Harvey Weisenberg spoke against the tax cap.

President Gallagher

- Informed that he spoke to the President of the Island Park School Board regarding the possibility of a merger.

VI. President Gallagher called for the Presentations of the Superintendent.

Dr. Greenberg recommended the following items in a combined vote.

- 1. Personnel Matters: Certificated**
- 2. Personnel Matters: Non-Certificated**

President Gallagher called for a motion.

Motion by: Board Member Gergen
Seconded by: Board Member Alvarado
Approved: 5-0

#73

Presentations of the Superintendent

Personnel Matters

- 1. Certificated
Pages: 5 – 10
and 12**
- 2. Non-Certificated:
Page 11 and 12**

Dr. Greenberg

- Wished Marie Bove the best in her retirement; she will be hard to replace.
- Requested that Mr. DeVito explain item VI. 5. Approval of 403-b Retirement Plan Document and Agreement.

Mr. DeVito:

- Informed that the approval of item VI. 5. is required due to changes in the IRS regulations. There are no changes in the plan.

RESOLUTIONS

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

I. CERTIFICATED PERSONNEL

(a) Resignation

Name: Brad Wofsy
Assign./Loc: Part Time Teacher Assistant/Lindell School
Effective Dates: November 26, 2008

(b) Resignation for the Purpose of Retirement

Name: Marie Bove
Assign./Loc: Elementary Teacher/Lido School
Effective Dates: July 1, 2009

(c) Request for Leaves of Absence: Pregnancy /Maternity

Name: Amy Powers
Assign./Loc: Guidance Counselor/high school
Effective Dates: December 1, 2008-June 30, 2009

(d) Request for Leaves of Absence: Maternity

(1) Name: Mariela Giammarino
Assign./Loc: Guidance Counselor/high school
Effective Dates: March 9, 2009-May 11, 2009

(2) Name: Elizabeth Chimienti
Assign./Loc: Elementary Teacher/middle school
Effective Dates: February 25, 2009-June 30, 2009

(e) Request for Leave of Absence: Personal

Name: Phyllis Sondergaard
Assign./Loc: Part Time Teacher Assistant/middle school
Effective Dates: November 3, 2008-March 4, 2009
(Mondays)
Reason: Childcare

I. CERTIFICATED PERSONNEL

***corrected page**

(f) Appointment: Part Time Temporary Teacher Assistant (19 hours)

Name: Elena Khapouguina
Assign./Loc.: Part Time Temporary Teacher Assistant
19 hours/Hebrew Academy of Long
Beach
Certification: Level I-Teacher Assistant
Effective Date: December 15, 2008-June 26, 2009 (or
earlier at the district's discretion)*
Salary Classification: \$16.33 per hour
Grade/Step: Grade II/Step 1
Reason: To replace Erin Baker

(g) Appointment: Part Time Temporary Teacher Assistant (17.5 Hours)

Name: Shannon Piccione
Assign./Loc.: Temporary Part Time Teacher
Assistant, 17.5 hours per week/middle
school
Certification: Initial Childhood Education 1-6
Effective Date: December 10, 2008-June 26, 2009 (or
earlier at the district's discretion)
Salary Classification: \$16.33 per hour
Grade/Step: Grade II/Step 1
Reason: CSE recommendation

**(h) Appointment: After School Program – Lindell School – 2008-2009
School Year-Rate of Pay: \$49.20* per hour -*Subject to negotiations**

Name	Program	Maximum Hours
Carol Cintonino	5 th Grade Safety Patrol Club	12

1. CERTIFICATED PERSONNEL

- (i) Appointment: After School ASD Program –Temporary Teacher–
2008-2009 School Year-Rate of Pay: \$65.36* per hour-grant funded-as
needed-*Subject to negotiations**

Steven Paul

- (j) Appointment: Saturday Morning Enrichment Program –Temporary
Teacher Assistants– 2008-2009 School Year-Rate of Pay: According
to Contract - required by IEP**

Kimberly Mellor
Kathy Riker-sub

- (k) Appointment: Afterschool, Evening Test Preparation and Regents
Review Program-65.36* per hour for the 2008-2009 school year-as
needed
*Subject to negotiations**

1. Terrance Kane-Global Studies
2. Angela Casey-Science RCT
3. Michael Corrigan-US History II
4. Philip Bruno-Math RCT
5. Sherese Tronolone-Reading/Writing RCT

I. CERTIFICATED PERSONNEL

(I) Appointment: Interscholastic High School Coaches Spring 2009

Coach	HIGH SCHOOL Position	Stipend
Carmine Lombardo	V Baseball Head Coach	\$7,154.
William DeFilippis	V Baseball Assistant	\$5,225.
Jason Zizza	JV Baseball	\$6,153.
Scott Hosemann	Baseball Volunteer	
Carmine Verde	V Softball Head Coach	\$7,142.
TBA	V Softball Assistant	\$5,280.
Lori DeVivio	JV Softball	\$6,142.
Joanne Harvey	V Girls Lacrosse Head Coach	\$7,625.
Tara Wesselhoft	V Girls Lacrosse Assistant	\$5,698.
Gregory Cody	JV Girls Lacrosse Head Coach	\$6,558.
TBA	JV Girls Lacrosse Assistant	\$4,917.
James Kasper	V Boys Lacrosse Head Coach	\$7,625.
Daniel Royle	V Boys Lacrosse Assistant	\$5,698.
Jason Pearl	V Boys Lacrosse Assistant	\$5,698.
James Della Rocca	Boys Lacrosse Volunteer	
Laurence Lopez	JV Boys Lacrosse Head Coach	\$6,558.
Aaron Weiss	JV Boys Lacrosse Assistant	\$4,917.
Megan Grahfs	V Girls Spring Track	\$7,199.
Heather Fisher	V Girls Spring Track Assistant	\$5,075.
Gregory Milone	V Boys Spring Track	\$7,199.
Ronald Paganini	V Boys Spring Track Assistant	\$5,075.
Susan Hirschbein Bodnar	V Boys Tennis	\$5,672.
Kevin Lawlor	V Boys Golf	\$5,428.
Linda Trusz	V Girls Golf	\$5,428.
William Gibson	V Boys Volleyball	\$6,854.
Kerri Rehnback	V Boys Volleyball Assistant	\$5,075.
Eric Heck	JV Boys Volleyball	\$5,512.
James Bernhardt	Strength & Conditioning	\$2,952.
Toni Papetti	Volunteer Softball Coach	

I. CERTIFICATED PERSONNEL

(m) Appointment: Interscholastic Coaches for 2008-2009 school year

Middle School Coach	Spring Position	Stipend
John Dunne	7 th Grade Baseball	\$4,220.
Eric Krywe	8 th Grade Baseball	\$4,220.
Andrew Pultz	7 th Grade Boys Lacrosse	\$4,500.
Patrick Olson	8 th Grade Boys Lacrosse	\$4,500. (split)
John Romano		
TBA	7 th Grade Girls Lacrosse	\$4,500.
Michael Dotzler	8 th Grade Girls Lacrosse	\$4,500.
William Muirhead	7/8 Gymnastics	\$4,180.
Michael Lundwall	7 th Grade Softball	\$4,215.
Leo Palacio	8 th Grade Softball	\$4,215.
Miguel Rodriguez		\$4,256.
Atitya Dendy	7/8 Boys/Girls Spring Track	\$4,256.
Leslie Ling		\$4,256.
Cristina Camacho	7/8 Girls Tennis	\$3,359.
Rachel Martinez	Volunteer Gymnastics Coach	
Middle School Winter II		
Eric Heck	7 th Grade Boys Volleyball	\$4,043.
Kerri Rehnback	8 th Grade Boys Volleyball	\$4,043.
John Dunne	7 th Grade Girls Basketball	\$4,992.
Tara Wesselhoft	8 th Grade Girls Basketball	\$4,992.
Miguel Rodriguez	7/8 Wrestling	\$5,015.
John Anfossi		\$5,015

I. CERTIFICATED PERSONNEL

(n) Appointment: Per Diem Substitute Teachers 2008-2009 School Year

- (1) Name: Patricia Donovan
Certification: Permanent School Social Worker
- (2) Name: David Lustberg
Certification: Initial Earth Science (in process)
- (3) Name: Arlene Poeck
Certification: Initial Childhood Education 1-6
- (4) Name: Sherry Garcia
Certification: Initial Physical Education (in process)
- (5) Name: Margaret Metkiff
Certification: Permanent N-6
- (6) Name: Aimee Tyler
Certification: Initial English 7-12 (in process)
- (7) Name: Julie Sapienza
Certification: Permanent Pre K-6
Professional Students with Disabilities 1-6

(o) Reclassifications:

	Name	Assignments	New Class	Effective Date
1.	Daniel Bobis	Teacher/Mathematics	MA+70	2/1/09
2.	Daniel Cook	Teacher/Social Studies	MA+30	2/1/09
3.	Lori DeVivio	Teacher/Physical Ed	MA+60	2/1/09
4.	Lauren Harold	Teacher/English	MA+10	2/1/08*
5.	Gari Ann Kass	Teacher/Special Ed	MA+50	2/1/09

*adjusted date

- (p) Probationary Extension:** Recommend that the Board of Education extend the probationary period of an educational employee by one year, as requested by the employee, in accord with information previously provided to the Board.

II. NON CERTIFICATED PERSONNEL

(a) Resignations:

(1) Name: Edward Olsen
Assign./Loc.: Senior Keyboard Specialist/high school
Effective Date: November 25, 2008

(2) Name: Linda Martin
Assign./Loc.: Part Time Lunch Aide/Lido School
Effective Date: November 21, 2008

(b) Corrected Probationary End Date: Part Time Bus Driver (30 hours per week)

Name: Jerry Miller
Assign./Loc.: Part Time Bus Driver/Transportation
Effective Date: January 11, 2006
Probationary End Date: January 11, 2010

Personnel error on original appointment (January 11, 2009)

(c) Appointment: Part Time Food Service Worker

Name: Maureen Jansen
Assign./Loc: Part Time Food Service Worker (17.5 hrs per week/Breakfast)/Lindell School
Effective Date: December 31, 2008
Salary Classification: \$11.58 per hour
Grade/Step: Grade 1/Step 1
Reason: To replace Virginia Bond

(d) Recommended Action: Approval of the schedules of the Fall 2008 Saturday Morning Enrichment Program Instructional Personnel as follows (subject to sufficient enrollment and satisfactory performance):

	Assistant	Hours	Hourly Rate	Maximum
1.	Maryann Silvestro	20	\$19	\$380
	Student Assistants			
2.	Geoffrey Noss	20	\$7.50	\$150
3.	Alana Silvestro	20	\$7.50	\$150

II. NON CERTIFICATED PERSONNEL

(e) The following Per Diem personnel are recommended for approval for the 2008-2009 school year:

1. Michelle Brown-Teacher Assistant
2. Frank Forcino-Lunch Aide-Building Aide
3. Noreen Graham-Lunch Aide-Building Aide
4. Terrance Harris-Cleaner
5. Linda Martin-Teacher Assistant
6. Cheri Markle-Nurse
7. Kellie Passaro-Lunch Aide-Building Aide
8. Dayshawn Simmons-Teacher Assistant

(f) Completion of Probationary Appointment

The staff members listed below have completed their probationary appointments, and have received satisfactory evaluations and are hereby recommended for permanent appointment.

- | | | |
|-----|-----------------|--|
| (1) | Name: | Carmel Dornevil |
| | Assign./Loc.: | Bus Driver/Transportation
Department |
| | Effective Date: | January 12, 2009 |
| | | |
| (2) | Name: | Ilene Ratner |
| | Assign./Loc.: | Secretary I/high school-Guidance
Office |
| | Effective Date: | January 13, 2009 |

BE IT RESOLVED THAT, upon the recommendation of the Superintendent of Schools, the Board of Education hereby designates the appointments of the following individuals as emergency conditional appointments, pursuant to chapter 147 of the Laws of 2001:

Name	Assignment	Effective Date
Carol Buonanno	Secretary I	12/9/08
Roseann Crescimanno	Food Service Worker	12/9/08
Jennifer Danzig	Clerical Sub	12/9/08
Caroline Ferrante	Keyboard Specialist	12/9/08
Tina Fisher	Teacher Assistant	12/9/08
Frank Forcino	Teacher Assistant	12/9/08
Jeremy Ganeles	Teacher Assistant	12/9/08
Noreen Graham	Sub Lunch Aide/Building Aide	12/9/08
Terrance Harris	Sub Cleaner	12/9/08
Elena Khapouguina	Teacher Assistant	12/9/08
David Lustberg	Sub Teacher	12/9/08
Cheri Markle	Sub Nurse	12/9/08
Isabella Mooney	Food Service Worker	12/9/08
Jeanne Romero	Teacher Assistant	12/9/08

VI. 3. Dr. Greenberg recommended the approval of CONTRACT

(a) Amended Contract: For the 2008-2009 School Year

Name:	Long Beach Speech Pathology, P.C.
Fee:	\$85 per hour \$20,400 maximum
Services:	To provide speech therapy to district students.
Comment:	Originally Deborah S. Groark-maximum amount remains unchanged.

VI. 4. Dr. Greenberg recommended the APPROVAL OF BUDGET TRANSFERS

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education approves the requested budget transfers.

President Gallagher called for a motion.

Motion by: Board Member Gergen
Seconded by: Board Member Alvarado
Approved: 5-0

**#74
Approval of Budget
Transfers**

VI. 5. Dr. Greenberg recommended the APPROVAL OF 403-B RETIREMENT PLAN DOCUMENT AND AGREEMENT

WHEREAS, on August 15, 2008, the Board of Education of the Long Beach City School District entered into an agreement with Omni Financial Services Group ("Omni") for the provision of third-party administrator services in connection with the School District's 403-b Plan;

**#75
Approval of 403-b
Retirement Plan
Document and
Agreement**

WHEREAS, said agreement required Omni to prepare a written plan document; and,

WHEREAS, the District Administrators received the 403-b Retirement Plan Document and the accompanying Omni Group, Inc. Model 403-b Retirement Plan Adoption Agreement submitted by Omni;

WHEREAS, the District Administrators recommend that the Board of Education adopt said Plan Document and Plan Adoption Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby adopts the attached 403-b Retirement Plan Document and the Omni Group, Inc. Model 403-b Retirement Plan Adoption Agreement;

BE IT FURTHER RESOLVED that the Board of Education authorizes the President of the Board of Education to execute the Plan Document and the Plan Adoption Agreement.

President Gallagher called for a motion.

Motion by: Board Member Ryan
Seconded by: Board Member Gergen
Approved: 5-0

- VI. 6. Dr. Greenberg recommended items VI. 6 and 7 in a combined vote:**

**#76
Acceptance of
Donation**

ACCEPTANCE OF DONATION

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education accepts the donation of a flat panel screen television.

- 7. APPROVAL OF DISPOSITION OF SURPLUS EQUIPMENT**

**#76 Approval of
Disposition of
Surplus Equipment**

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the disposition of an obsolete electric kiln.

President Gallagher called for a motion on items VI. 6 – Acceptance of Donation and VI. 7 – Approval of Disposition of Surplus Equipment.

Motion by: Vice President Lester
Seconded by: Board Member Gergen
Approved: 5-0

Corrected Page*

VI. Dr. Greenberg recommended items VI. 8. – the Approval of Extension of Award of Bid and VI. 9. – Award of Bid in a combined vote.

VI. 8. APPROVAL OF EXTENSION OF AWARD OF BID

**#77
Extension of
Award of Bid**

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education approves the extension of Bid ~~#740~~ **460*** for reconditioning of athletic equipment with Schutt Reconditioning at the 2007/08 prices for the 2008/09 school year.

VI. 9. AWARD OF BID

**#77
Award of Bid**

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education approves the award of Bid # 417 for Athletic Uniforms as attached.

President Gallagher called for a motion on the combined items VI. 8. and VI. 9.

**Motion by: Board Member Gergen
Seconded by: Board Member Alvarado
Approved: 5-0**

Dr. Greenberg recommended in a combined vote items VI. 10 and VI. 11.

VI. 10. PAYMENT OF LEGAL BILLS: LEGAL SERVICES

BE IT RESOLVED that, upon the recommendation of the Superintendent of Schools, the Board of Education authorizes expenditures in the amount of \$9,631.42 to the firm of Ingerman, Smith, L.L.P. for the monthly retainer and extraordinary legal services rendered during the period of October 1, 2008 through October 31, 2008.

**#78
Payment of
Legal Bills:
Legal
Services**

VI. 11. USE OF SCHOOLS

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the use of schools as attached.

**#78
Use of Schools**

President Gallagher called for a motion on items VI. 10 and VI. 11.

Motion by: Board Member Alvarado

Seconded by: Board Member Gergen

Approved: 5-0

VII. President Gallagher called for Questions and Comments from the Public.

**Questions and
Comments from
the Public**

The following people commented on the transition of East School and the School Preservation Plan:

Ms. Gerry Maquet, East School PTA Co-President, 523 East State Street

Ms. Jackie Miller, East School PTA Co-President, 73 Buffalo Avenue

Ms. Liza Ehrlich, 526 West Olive Street
Ms. Grace DeFries, 83 Kerrigan Street
Ms. Annie Conway, 119 Audrey Drive
Ms. Judy Fishman, 209 Greenway Road
Ms. Crystal Lake, 90 East Fulton Street
Ms. Beatrice Sutter
Mr. Marty Klain, 168 Lagoon Drive West
Mr. Terry O'Neil, 119 Harding Avenue
Mr. Kevin Mannie, 552 East Penn Street
Ms. Marlene Hardy, 322 East Beech Street
Ms. Lisa McKay, 53 Curley Street
Ms. Jodie Gusler, 31 Harmon Street
Mr. Keith Carter, 537 East Broadway
Ms. Lori Montgomery, 36 Curley Street
Mr. John Gilmore, 550 East Chester Street
Ms. Carol Scott, 414 East Beech Street
Ms. Ellen Kramer, 329 East Penn Street
Ms. Pamela Warner, 348 West Chester Street
Ms. Jean Marie Fitch, 523 East Fulton Street
Mr. Stuart Osnow, 840 Shore Road

VIII. Announcements:

Announcements

1. **Long Beach Classroom Teachers' Association – Mr. Frank Volpe**
 - Commented on possibilities of cuts to funding.
 - Informed that LBCTA stands open to negotiate.
 - Praised Marie Bove for her service to the District.
 - Commented on need to improve the High School building.
 - Praised the teaching staff.

2. **Administrative, Supervisory and Pupil Personnel Services – Ms. Wendi Klein**
 - Extended New Year greetings to all.

3. **LBPS Group C Employees Association – No comment**

4. Parent/Teacher Association – Ms. Trish Barbato and Ms. Andrea Wayne

- Requested that the information provided in yesterday's meeting with the East School Committee on how the District arrived at the \$98 million amount from the \$350 million Master Plan Presentation be made public.
- Inquired about what the District plans to do in the event the bond is defeated.
- Requested that the Middle School Committee not report on the same night as the night that the Board will vote on the proposal for the bond.
- Requested that information on the impact of Island Park possibly merging with Long Beach be brought forward in terms of the use of their schools to provide assistance to us.

5. Student Organization – No comment

IX. Board of Education – Additional New/Old Business, if any

Board of Education – Additional New/Old Business

President Gallagher

- Responded that a merge would make the schools in Island Park part of one system with the district they merge with. We do not know the Island Park District's demographics.
- Indicated it was never the Board's intention to offer a bond for \$350 million and that the matter is still under discussion with a plan to vote on the proposal on January 13.
- Extended holiday wishes to all.

Board Member Alvarado

- Indicated he is happy to meet again in an information session – not an official Board meeting – in conjunction with our architects, to go over the information again as it was provided last night. PTA would have to organize this meeting.

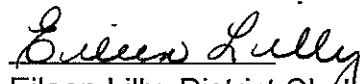
Vice President Lester

- Asked Ms. Barbato to confirm that she is seeking information on the full Master Plan at \$350 million, and what was eliminated from it to arrive at the \$98 million figure.

X. **President Gallagher called for a motion to adjourn at 10:10 PM.**

Motion by: Vice President Lester
Second by: Board Member Alvarado
Approved: 5-0

Minutes submitted by


Eileen Lilly, District Clerk
January 9, 2009

TREASURER'S REPORT
October 31, 2008

	GENERAL FUND WACHOVIA	GENERAL FUND COMMERCE	WIRE TRANS CHASE	INVESTMENT COMM-GF	EM RISK BOA-GF
Beginning Book Bal.	\$ 80,684.73	\$ 760,697.96	\$ 448,115.14	\$ 10,032,596.20	\$ 160,653.87
Deposits	54.36	7,828,290.95	2,979,876.56	6,082,735.77	50,082.87
Disbursements	-	7,674,605.97	2,834,796.51	7,650,000.00	78,539.75
End Book Balance	\$ 80,739.09	\$ 914,382.94	\$ 593,195.19	\$ 8,465,331.97	\$ 132,196.99
o/s Checks	-	92,418.65	-	-	41,957.20
Adjustments	-	-	-	-	(1,736.28)
Deposit in Transit	54.36	-	-	-	-
Bank Balance	\$ 80,684.73	\$ 1,006,801.59	\$ 593,195.19	\$ 8,465,331.97	\$ 172,417.91
				balance inc \$321,242.50 fr Sch CD	
				CAPITAL ACCT	97 BOND ACCT
				CHASE	CHASE - CAPITAL
Beginning Book Bal.	\$ 108,441.53	\$ 74,883.66	\$ 47,903.58	\$ 1,972,011.17	\$ 23,403.50
Deposits	17.26	37,413.25	134,489.13	629.77	5.95
Disbursements	56,266.75	64,393.33	119,970.53	516,929.79	-
End Book Balance	\$ 52,192.04	\$ 47,903.58	\$ 62,422.18	\$ 1,455,711.15	\$ 23,409.45
o/s Checks	22,820.50	4,679.25	-	9,635.00	-
Adjustments	-	2.45	(227.99)	-	-
Deposit in Transit	-	-	-	-	-
Bank Balance	\$ 75,012.54	\$ 52,585.28	\$ 62,194.19	\$ 1,465,346.15	\$ 23,409.45
				SCHOLARSHIP	FEDERAL FUND
				WACHOVIA	COMMERCE
Beginning Book Bal.	\$ 64,920.26	\$ 100,031.22	\$ 1,679,852.45	\$ 16,041.87	\$ 334,787.72
Deposits	5,729,290.83	3,051,157.92	1,768.34	455.90	456,920.04
Disbursements	5,693,847.91	3,050,931.71	-	-	118,417.98
End Book Balance	\$ 100,363.18	\$ 100,257.43	\$ 1,681,620.79	\$ 16,497.77	\$ 673,289.78
o/s Checks	25,496.71	101,700.57	-	2,750.00	16,590.55
Adjustments	-	203.73	-	-	-
Deposit in Transit	-	-	1,768.34	15.90	-
Bank Balance	\$ 125,859.89	\$ 202,161.73	\$ 1,679,852.45	\$ 19,231.87	\$ 689,880.33

Joyce Hanechak
Joyce Hanechak
District Treasurer

TREASURER'S REPORT

October 31, 2008

	GENERAL FUND	TRUST & AGENCY	SCHOOL LUNCH	FEDERAL FUND	CAPITAL FUND
BALANCE JULY 1, 2008	\$ 24,080,473.99	\$ 1,867,473.22	\$ 86,934.18	\$ 331,831.42	\$ 2,300,151.90
RECEIPTS:					
July 31, 2008	4,170,070.19	4,249,477.43	40,801.00	206,515.85	811.97
August 31, 2008	4,003,516.13	2,166,765.09	37,413.25	329,875.73	701.04
September 30, 2008	9,951,051.84	8,665,361.39	134,489.13	204,975.81	725.93
October 31, 2008	16,941,057.77	8,782,672.99		456,920.04	635.72
November 30, 2008					
December 31, 2008					
January 31, 2009					
February 28, 2009					
March 31, 2009					
April 30, 2009					
May 31, 2009					
June 30, 2009					
TOTAL RECEIPTS	\$ 35,065,695.93	\$ 23,864,276.90	\$ 212,703.38	\$ 1,198,287.43	\$ 2,874.66
TOTAL AVAILABLE	\$ 59,146,169.92	\$ 25,731,750.12	\$ 299,637.56	\$ 1,530,118.85	\$ 2,303,026.56
DISBURSEMENTS					
July 31, 2008	7,301,746.56	3,083,502.96	52,851.52	144,393.03	-
August 31, 2008	7,510,531.33	3,155,983.09	64,393.33	410,079.79	206,673.67
September 30, 2008	15,801,644.83	8,848,745.28	119,970.53	183,938.27	100,302.50
October 31, 2008	18,294,208.98	8,744,779.62		118,417.98	516,929.79
November 30, 2008					
December 31, 2008					
January 31, 2009					
February 28, 2009					
March 31, 2009					
April 30, 2009					
May 31, 2009					
June 30, 2009					
TOTAL DISBURSEMENTS	\$ 48,908,131.70	\$ 23,833,010.95	\$ 237,215.38	\$ 856,829.07	\$ 823,905.96
BALANCE	\$ 10,238,038.22	\$ 1,898,739.17	\$ 62,422.18	\$ 673,289.78	\$ 1,479,120.60
RECONCILIATION					
Now Balance	\$ 10,393,443.93	\$ 2,027,105.94	\$ 62,194.19	\$ 689,880.33	\$ 1,488,755.60
CD Investments					
add: Deposits in Transit	54.36	1,784.24			
less: Checks Outstanding	157,196.35	129,947.28		16,590.55	9,635.00
Unrecorded Interest					
Adjustments	(1,736.28)	203.73	227.99		
BALANCE	\$ 10,238,038.22	\$ 1,898,739.17	\$ 62,422.18	\$ 673,289.78	\$ 1,479,120.60


 Joyce Hanechak
 District Treasurer

LONG BEACH PUBLIC SCHOOLS

ROBERT GREENBERG, Ed.D.
Superintendent of Schools

MICHAEL I. DeVITO
Chief Operating Officer
235 LIDO BOULEVARD
LIDO BEACH, NEW YORK 11561
TELEPHONE: 516/897-2090
FAX: 516/897-2127

MEMORANDUM

TO: Dr. Robert Greenberg
FROM: Michael DeVito MD
DATE: November 18, 2008
SUBJECT: Budget Transfer Request

We are requesting Board of Education approval for the transfer of funds between budget codes within budget functions to better account for specific costs.

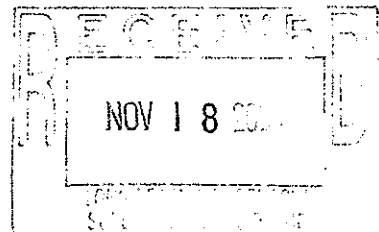
Therefore, I am requesting the following budget transfer be made.

*Corrected Code
1680*

1. From A6180 200 00 0000, Contrl. Data Proc. Equipment in the amount \$32,000 to A1310 200 00 0000, Business Office Equipment.

I ask that these transfer requests be acted upon at the next available Board meeting.

Attachment



LONG BEACH PUBLIC SCHOOLS

ROBERT GREENBERG, Ed.D.
Superintendent of Schools

MICHAEL I. DEVITO
Chief Operating Officer
235 LIDO BOULEVARD
LIDO BEACH, NEW YORK 11561
TELEPHONE: 516/897-2090
FAX: 516/897-2127

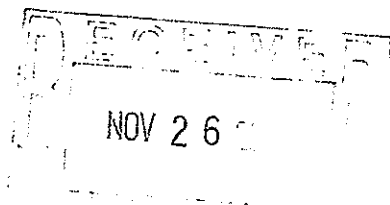
MEMORANDUM

TO: Dr. Robert Greenberg
FROM: Michael DeVito *MD*
DATE: November 24, 2008
SUBJECT: Budget Transfer Request

Pursuant to Board policy, kindly place the request for transfer of funds specified below on the next Board agenda:

<u>From</u>	<u>To</u>	<u>Amount</u>
A2630 200 00 0000 CAI Hardware	A5510 200 00 0000 Transportation Equipment	\$17,287.36

Attachment



From: Michael DeVito
Sent: Thursday, December 04, 2008 3:48 PM
To: Irene Casalino
Cc: Joanne McLoughlin
Subject: FW: NEED BACK FRI DEC5 - 403b Plan review

Attached is the 403(b) Plan that Omni sent us. I am supposed to receive final sign off from Ingerman Smith by tomorrow, but I do not anticipate any issues since the Plan is standard, and basically a formalization of our existing arrangement with our service providers. I think it is safe to send the attached copy to Board members with the caveat that the document is still being reviewed by our attorneys. Thanks.

From: Robert McLean [mailto:RMcLean@omni403b.com]
Sent: Thursday, December 04, 2008 10:25 AM
To: Michael DeVito
Subject: RE: my email address



Attached please find a revised copy of your District's 403(b) Retirement Plan. In the upcoming days we will be mailing to you a written Plan. The written plan received prior to this time should be replaced. Time is of the essence so if you should have any questions concerning this please contact us.

The Omni Group
Water Tower Park
1099 Jay Street
Rochester, NY 14611
(877)544-6664 x148
(585)436-6664 x148
www.omni403b.com

This e-mail message may contain information that is privileged or confidential. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this electronic mail transmission in error, do not read it. Please delete it from

THE LONG BEACH CITY SCHOOL DISTRICT
403(b) RETIREMENT PLAN DOCUMENT

Amended and Restated Effective as of January 1, 2009

THE LONG BEACH CITY SCHOOL DISTRICT

403(b) RETIREMENT PLAN DOCUMENT

(As Amended and Restated Effective as Of January 1, 2009)

SECTION 1 1

DEFINITION OF TERMS USED..... 1

1.1 **Account**..... 1

1.2 **Account Balance** 1

1.3 **Accumulated Leave** 2

1.4 **Administrator** 2

1.5 **Adoption Agreement** 2

1.6 **Annuity Contract**..... 2

1.7 **Beneficiary** 2

1.8 **Custodial Account** 2

1.9 **Code** 2

1.10 **Compensation**..... 2

1.11 **Disabled**..... 3

1.12 **Elective Deferral**..... 3

1.13 **Employee**..... 3

1.14 **Employer**..... 3

1.15 **Funding Vehicles** 3

1.16 **Includible Compensation** 3

1.17 **Individual Agreement**..... 3

1.18 **Nonelective Employer Contribution** 4

1.19 **Participant** 4

1.20 **Plan**..... 4

1.21 **Plan Year** 4

1.22 **Related Employer**..... 4

1.23 **Service Provider** 4

1.24 **Severance from Employment**..... 4

1.25 **Valuation Date**..... 4

SECTION 2 5

PARTICIPATION AND CONTRIBUTIONS 5

2.1 **Eligibility** 5

2.2 **Compensation Reduction Election**..... 5

2.3 **Information Provided by the Employee** 5

2.4 **Change in Participant Election** 5

2.5 **Contributions Made Promptly** 6

2.6 **Leave of Absence** 6

2.7 **Nonelective Employer Contributions** 6

SECTION 3 6

LIMITATIONS ON AMOUNTS DEFERRED 6

3.1 **Basic Annual Limitations** 6

3.2 **Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service**..... 7

3.3	Age 50 Catch-up Elective Deferral Contributions	7
3.4	Coordination	7
3.5	Special Rule for a Participant Covered by another Section 403(b) Plan ..	7
3.6	Correction of Excess Elective Deferrals	8
3.7	Protection of Persons Who Serve in a Uniformed Service	8
SECTION 4	8	
LOANS	8	
4.1	Loans	8
SECTION 5	9	
BENEFIT DISTRIBUTIONS	9	
5.1	Benefit Distributions At Severance from Employment or Other Distribution Event.....	9
5.2	Small Account Balances	10
5.3	Minimum Distributions	10
5.4	In-Service Distributions from Rollover Account.....	10
5.5	Hardship Withdrawals.....	10
5.6	Rollover Distributions	10
SECTION 6	11	
ROLLOVERS TO THE PLAN AND TRANSFERS.....	11	
6.1	Eligible Rollover Contributions to the Plan.....	11
6.2	Plan-to-Plan Transfers to the Plan	12
6.3	Plan-to-Plan Transfers from the Plan	12
6.4	Contract and Custodial Account Exchanges	13
6.5	Permissive Service Credit Transfers	14
6.6	ROTH	15
SECTION 7	15	
INVESTMENT OF CONTRIBUTIONS	15	
7.1	Manner of Investment.....	15
7.2	Investment of Contributions.....	15
7.3	Current and Former Service Providers	15
SECTION 8	16	
AMENDMENT AND PLAN TERMINATION	16	
8.1	Termination of Contributions	16
8.2	Amendment and Termination.....	16
8.3	Distribution upon Termination of the Plan	16
SECTION 9	16	
MISCELLANEOUS	16	
9.1	Non-Assignability	16
9.2	Domestic Relation Orders.....	16
9.3	IRS Levy	17
9.4	Tax Withholding.....	17
9.5	Payments to Minors and Incompetents	17
9.6	Mistaken Contributions	17
9.7	Procedure When Distributee Cannot Be Located	17
9.8	Incorporation of Individual Agreements	18
9.9	Governing Law	18
9.10	Headings.....	18

9.11 Gender..... 18
ADOPTION 19

**THE LONG BEACH CITY SCHOOL DISTRICT
403(b) RETIREMENT PLAN DOCUMENT**

(As Amended and Restated Effective as Of January 1, 2009)

PREAMBLE

WHEREAS, the Employer has heretofore maintained an arrangement intended to satisfy the requirements of Section 403(b) of the Code;

WHEREAS, final regulations under Section 403(b) of the Code issued by the Internal Revenue Service on July 26, 2007 require that the Employer's 403(b) arrangement be maintained pursuant to the terms of a written plan document; and

WHEREAS, through execution of an Adoption Agreement, the Employer wishes to amend and restate the Employer's 403(b) arrangement as set forth herein and in such Adoption Agreement, effective as of January 1, 2009.

NOW THEREFORE, the Employer hereby amends and restates its 403(b) arrangement as provided herein and in the Adoption Agreement, effective as of January 1, 2009. Except as otherwise provided in the Adoption Agreement, the terms of this amending restatement shall apply only to employees of the Employer who remain employed by the Employer on or after January 1, 2009; and the rights, benefits and obligations of employees who terminated employment, retired or died before January 1, 2009 shall be governed by the rules applicable to the 403(b) arrangement as of December 31, 2008.

**SECTION 1
DEFINITION OF TERMS USED**

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 Account

The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 Account Balance

The bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, any Nonelective Employer Contributions, the earnings or losses of each Annuity Contract or Custodial Account (net of expenses) allocable to the

Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. Except to the extent provided in an applicable Individual Agreement, if a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Section 414(p)(8) of the Code).

1.3 Accumulated Leave

Any unpaid sick leave and/or vacation leave, as elected in the Adoption Agreement.

1.4 Administrator

The Employer, unless a different Administrator is identified in the Adoption Agreement.

1.5 Adoption Agreement

The 403(b) Retirement Plan Adoption Agreement, as completed and executed by the Employer, and amended from time to time.

1.6 Annuity Contract

A nontransferable contract as defined in Section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

1.7 Beneficiary

The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.8 Custodial Account

The group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.9 Code

The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.10 Compensation

All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of

the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan). Compensation shall not include compensation paid after severance from employment except as may be permitted by Treas. Reg. § 1.403(b)-3(b)(4) or other applicable guidance.

1.11 Disabled

The definition of disability provided in the applicable Individual Agreement, or if none, the definition of disability set forth in Section 72(m)(7) of the Code.

1.12 Elective Deferral

The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.13 Employee

Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.14 Employer

The public school district identified in the Adoption Agreement.

1.15 Funding Vehicles

The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.16 Includible Compensation

An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of \$200,000 (or such higher maximum as may apply under Section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

1.17 Individual Agreement

The agreement between a Service Provider and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.18 Nonelective Employer Contribution

A nonelective employer contribution, either at the discretion of the Employer or of accumulated but unused sick leave or vacation pay, if selected in the Adoption Agreement.

1.19 Participant

An individual for whom Elective Deferrals are currently being made, for whom Elective Deferrals have previously been made, or for whom Nonelective Employer Contributions are made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

1.20 Plan

The Employer's 403(b) plan, as herein set forth and as amended from time to time.

1.21 Plan Year

The calendar year.

1.22 Related Employer

The Employer and any other entity which is under common control with the Employer under Section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Internal Revenue Service Notice 89-23.

1.23 Service Provider

(i) An issuer of annuity contracts under Section 403(b) (1) of the Code, or a custodian of custodial accounts under Section 403(b) (7) of the Code; or (ii) A related entity of the foregoing that provides recordkeeping or administrative services in connection with such contracts or custodial accounts e.g. brokers which has entered into an Individual Agreement with a Participant.

1.24 Severance from Employment

For purpose of the Plan, Severance from Employment means severance from employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.25 Valuation Date

Each business day, last day of the calendar month, last day of the calendar quarter, or December 31st, as applied by the Service Provider pursuant to the applicable Individual Agreement.

SECTION 2
PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee, including those normally working fewer than twenty (20) hours per week shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer, provided that an Employee who is a student-teacher or a teacher's aid (i.e., a person providing service on a temporary basis while attending a school, college or university) described in Code section 3121(b)(10) shall not be eligible to participate in the Plan.

2.2 Compensation Reduction Election

An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals or Nonelective Employer Contributions are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals and Nonelective Employer Contributions shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the Employee's election.

2.3 Information Provided by the Employee

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 Change in Participant Election

Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Service Provider.

2.5 Contributions Made Promptly

Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

2.6 Leave of Absence

Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

2.7 Nonelective Employer Contributions

Employer Non-Elective Contributions shall be permitted under the Plan at the discretion of the Employer to certain class(es) of Employee(s), as specified or referenced in the Plan Adoption Agreement and/or consistent with terms and conditions of the Employer's collective bargaining agreement(s), memorandum(s) of agreement, or similar written arrangement.

The Employer shall be solely responsible for determining that a contribution is Non-Elective. Neither The OMNI Group, Inc., nor any recordkeeper, nor any Participating Service Provider, shall have any right or duty to inquire into the amount or appropriateness of any Non-Elective Employer Contribution made by the Employer, the method used in determining the amount of any such contribution, or to collect the same.

SECTION 3

LIMITATIONS ON AMOUNTS DEFERRED

3.1 Basic Annual Limitations

(a) **Elective Deferrals.** Except as provided in Sections 3.2 and 3.3, the maximum amount of a Participant's Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under Section 402(g)(1)(B) of the Code, which is \$15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under Section 415(d) of the Code.

(b) **All Annual Additions.** Elective Deferrals and Nonelective Employer Contributions shall not exceed the limit on "annual additions" under Code section 415(c), including, without limitation and to the extent applicable, Code sections 415(c)(3)(E), 415(c)(7) and 415(k)(4). The Contribution Limit for any calendar year shall be based on a limitation year which is the calendar year and on Includible Compensation. Nonelective Employer Contributions for a former Employee following a Severance from Employment must not exceed the limitation of Code section 415(c)(1) up to the lesser of the dollar amount in Code section 415(c)(1)(A) or the former Employee's annual Includible Compensation based on the former employee's average monthly compensation during his or her most recent year of service.

3.2 Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service

Because the Employer is a qualified organization (within the meaning of Section 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any “qualified employee” is increased (to the extent provided in the Individual Agreements) by the least of:

- (a) \$3,000;
- (b) The excess of:
 - (1) \$15,000, over
 - (2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- (c) The excess of:
 - (1) \$5,000 multiplied by the number of years of service of the employee with the qualified organization, over
 - (2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a “qualified employee” means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 Age 50 Catch-up Elective Deferral Contributions

An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 Coordination.

Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

3.5 Special Rule for a Participant Covered by another Section 403(b) Plan

For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code), then this Plan and all such other

plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a Section 403(b) plan.

3.6 Correction of Excess Elective Deferrals

If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under Section 403(b) of the Code (and any other plan that permits elective deferrals under Section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

3.7 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on a leave of absence for qualified military service under Section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

SECTION 4

LOANS

4.1 Loans

Loans shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured. Any such loans shall satisfy the requirements of Code section 72(p) and applicable Treasury Regulations.

Loan applications shall be reviewed and authorized by the Employer's agent, i.e. third party administrator, and said agent shall inform the Service Provider of such authorization so as to proceed with the Service Provider's process of issuance of the loan.

Information Coordination Concerning Loans. Each Service Provider is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator shall take such steps as may be appropriate to coordinate the limitations on loans set forth in this Section, including the collection of information from Service Providers, and transmission of information requested by any Service Provider, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator shall also take such steps as may be appropriate to collect information from Service Providers, and transmission of information to any Service Provider, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

Maximum Loan Amount. No loan to a Participant under the Plan may exceed the lesser of:

- (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or
- (b) One half of the value of the Participant's vested Account Balance (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.1, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

SECTION 5

BENEFIT DISTRIBUTIONS

5.1 Benefit Distributions At Severance from Employment or Other Distribution Event

Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.4 (relating to withdrawals of amounts rolled over into the Plan), Section 5.5 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 1/2. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

5.2 Small Account Balances

Involuntary cash-out distributions shall be made only for Account Balances that do not exceed \$1,000 (including any separate account that holds rollover contributions under Section 6.1), and the automatic individual retirement plan rollover requirements of Section 401(a)(31)(B) of the Code shall not apply.

5.3 Minimum Distributions

Each Individual Agreement shall comply with the minimum distribution requirements of Section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of Section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of Section 1.408-8 of the Income Tax Regulations, except as provided in Section 1.403(b)-6(e) of the Income Tax Regulations.

5.4 In-Service Distributions from Rollover Account

If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.5 Hardship Withdrawals

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer or Employer's agent and the Service Provider(s) to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to Section 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Service Provider notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to Section 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Service Provider shall obtain information from the Employer or other Service Provider(s) to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

5.6 Rollover Distributions

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution

may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code).

(b) Each Service Provider shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

SECTION 6

ROLLOVERS TO THE PLAN AND TRANSFERS

6.1 Eligible Rollover Contributions to the Plan

This Section 6.1 shall be subject to any conditions or limitations imposed by the Employer or Administrator from time to time.

(a) Eligible Rollover Contributions

To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Service Provider may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. However, in no event shall the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code or a Roth IRA described in Section 408A of the Code.

(b) **Eligible Rollover Distribution** For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, a qualified trust described in Section 401(a) of the Code, an

annuity plan described in Section 403(a) or 403(b) of the Code, or an eligible governmental plan described in Section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) **Separate Accounts.** The Service Provider shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

6.2 Plan-to-Plan Transfers to the Plan

(a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under Section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies Section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 Plan-to-Plan Transfers from the Plan

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies Section 403(b) of the Code in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business of the employer) under the receiving plan and the other plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount

deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under Section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies Section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Section 1.403(b)-10(b)(3) of the Income Tax Regulations.

6.4 Contract and Custodial Account Exchanges

This Section 6.4 shall be subject to any conditions or limitations imposed by the Employer or Administrator from time to time.

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Service Providers under the Plan, subject to the terms of the Individual Agreements and the conditions in paragraphs (b) through (d) of this Section 6.4 are satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Service Provider has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer or its agent (which may include The OMNI Group, Inc.) enters into an agreement with the receiving Service Provider for the other contract or custodial account under which the Employer and the Service Provider will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Service Provider when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Service Provider notifying the Employer of any hardship withdrawal under Section 5.5 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Service Provider providing information to the Employer or other Service Providers concerning the Participant's or Beneficiary's Section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Service Provider to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.5);

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Service Provider to determine whether an additional plan loan satisfies the loan limitations of Section 4.1, so that any such additional loan is not a deemed distribution under Section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Service Provider to determine the extent to which a distribution is includible in gross income; and

(3) Such other information as the Employer or its agent (which may include The OMNI Group Inc.) may require.

(e) If any Service Provider ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(d) to the extent the Employer's contract with the Service Provider does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 Permissive Service Credit Transfers

This Section 6.5 shall be subject to any conditions or limitations imposed by the Employer or Administrator from time to time.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code)

under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

6.6 ROTH
Not applicable.

SECTION 7
INVESTMENT OF CONTRIBUTIONS

7.1 Manner of Investment

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 Investment of Contributions

This Section 7.2 shall be subject to any conditions or limitations imposed by the Employer or Administrator from time to time. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 Current and Former Service Providers

The Administrator shall maintain a list of all Service Providers under the Plan. Such list is hereby incorporated as part of the Plan. Each Service Provider and the Administrator shall exchange such information as may be necessary to satisfy Section 403(b) of the Code or other requirements of applicable law. In the case of a Service Provider which is not eligible to receive Elective Deferrals under the Plan (including a Service Provider which has ceased to be a Service Provider eligible to receive Elective Deferrals under the Plan and a Service Provider holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Service Provider informed of the name and contact

information of the Administrator in order to coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

SECTION 8 **AMENDMENT AND PLAN TERMINATION**

8.1 Termination of Contributions

The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 Amendment and Termination

The Employer reserves the authority to amend or terminate this Plan at any time.

8.3 Distribution upon Termination of the Plan

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

SECTION 9 **MISCELLANEOUS**

9.1 Non-Assignability

Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Domestic Relation Orders

Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable

procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order which may include, if provided in the Adoption Agreement, requiring that any such domestic relations order also meet the requirements of a "qualified domestic relations order" under Section 414(p) of the Code.

9.3 IRS Levy

Notwithstanding Section 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 Tax Withholding

Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under Section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including Section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

9.7 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty

Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

9.8 Incorporation of Individual Agreements

The Plan, together with the Individual Agreements, is intended to satisfy the requirements of Section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or Section 403(b) of the Code.

9.9 Governing Law

The Plan will be construed, administered and enforced according to the Code and the laws of the State in which the Employer has its principal place of business.

9.10 Headings

Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 Gender

Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

ADOPTION

**Adoption of the LONG BEACH CITY SCHOOL DISTRICT
403(b) Retirement Plan**

The LONG BEACH CITY SCHOOL DISTRICT acting through an officer and pursuant to authorization of its governing board, hereby adopts the LONG BEACH CITY SCHOOL DISTRICT 403(b) Retirement Plan, subject to its terms and, the terms of any other agreements as deemed appropriate, attached hereto and made a part hereof, and the Adoption Agreement and the selections made therein.

Name of Adopting School District
LONG BEACH CITY SCHOOL DISTRICT

Signature of Authorized District Officer

Print Name and Title of Officer

Date: _____, 2008



Long Beach Public Schools
235 Lido Boulevard, Lido Beach, NY 11561
P: (516) 897-2090 • F: (516) 897-2127
www.lbeach.org

"Success is Everyone's Reward"

Robert Greenberg, Ed.D.
Superintendent of Schools

Michael I. DeVito
Chief Operating Officer

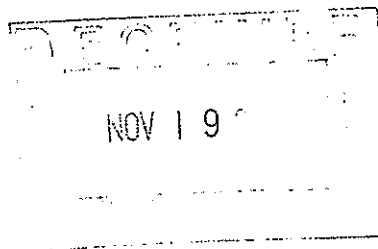
MEMORANDUM

TO: Dr. Robert Greenberg
FROM: Michael DeVito *MD*
DATE: November 19, 2008
SUBJECT: Donation

P. C. Richard & Son donated a flat panel TV estimated at \$706.03 to East Elementary School to support the school's renovation project.

Please ask the Board of Education to accept this generous donation in support of our students at the next Board of Education meeting. Thank you.

Attachment



LONG BEACH PUBLIC SCHOOLS

Robert Greenberg, Ed.D.
Superintendent of Schools

Michael I. DeVito
Chief Operating Officer
235 LIDO BOULEVARD
LIDO BEACH, NEW YORK 11561
TELEPHONE: 516/897-2090
FAX: 516/897-2127

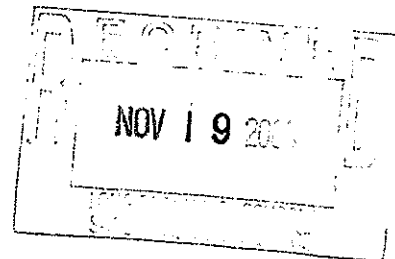
MEMORANDUM

TO: Dr. Robert Greenberg
FROM: Michael DeVito *MD*
DATE: November 10, 2008
SUBJECT: Obsolete or Surplus Equipment

Attached please find an email from Dr. Dale Johanson, Director of Music and Arts, in which she declares the electric kiln at the Lido School obsolete equipment .

Please place on the next Board Agenda for them to declare this equipment obsolete or surplus.

Attachment



-----Original Message-----

From: Michael DeVito
Sent: Wednesday, December 03, 2008 9:33 AM
To: Irene Casalino
Subject: FW: Obsolete Equipment

----- Original Message -----

From: Deborah Wilson
To: Michael DeVito
Cc: Dale Johanson; Brenda Young
Sent: Fri Nov 07 08:43:15 2008
Subject: Obsolete Equipment

Dr. Johanson would like the board to declare the electric kiln in the Lido School art room obsolete for the purpose of disposing of it. It has been determined that it is no longer worth repairing.

Amaco Electric Kiln
Serial No: 10C843
Model: AH10

Thank you

LONG BEACH PUBLIC SCHOOLS

Robert Greenberg, Ed.D.
Superintendent of Schools

Michael I. DeVito
Chief Operating Officer
235 LIDO BOULEVARD
LIDO BEACH, NEW YORK 11561
TELEPHONE: 516/897-2090
FAX: 516/897-2127

MEMORANDUM

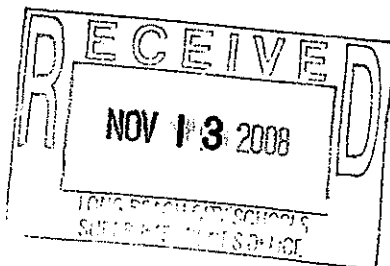
TO: Dr. Robert Greenberg
FROM: Michael DeVito MD
DATE: November 13, 2008
SUBJECT: Award to Extend Bid #740 Reconditioning of Athletic Equipment

As per the attached letter, Schutt Reconditioning agreed to extend the 2007-08 pricing for the 2008-2009 school year.

Annie Epstein and I have reviewed this letter to extend and believe it is in the best interest of the district to accept this extension of Bid #470.

Please place on the next Board of Education agenda for their approval.

Attachment



MEMORANDUM

To: Michael DeVito
From: Arnie Epstein
Re: Athletic Reconditioning
Date: November 13, 2008

\$

I am requesting an extension of the bid for our reconditioning of athletic equipment with Schutt Reconditioning. Attached is a letter from Schutt agreeing to extend our bid at no increase in cost.

Should you have any questions, please call me. Thank you.

from the desk of...

Arnie Epstein
District Director
Health, Phys. Ed. & Athletics
Long Beach High School
322 Lagoon Drive West
Lido Beach, NY 11561

(516) 897-2069
Fax: 897-2061



SCHUTT RECONDITIONING
 6 McFadden Road • Easton, Pa 18045
 610-253-3400 • Fax 610-250-9814

November 10, 2008

LONG BEACH SCHOOL DISTRICT
 c/o Mr. Arnold Epstein, Athletic Director
 322 LAGOON DRIVE WEST
 LONG BEACH, NY 11561

VIA FAX: 516-897-2061

Dear Mr. Epstein :

Schutt Reconditioning is able to plan a structured, orderly production schedule only if we have a large volume of "guaranteed" work. The volume of reconditioning work that originates from the Long Beach School District helps us to schedule our workflow efficiently.

To ensure the continuation of your annual reconditioning, Schutt Reconditioning is pleased to:

**Extend our prices quoted for "Reconditioning Athletic Equipment"
 for an additional at no increase in cost.**

This offer is, of course, contingent on your acceptance. Please indicate your acceptance by signing below.

If you have any questions, please call Toll Free 1-800-248-0019.

Sincerely,

SCHUTT RECONDITIONING

LONG BEACH SCHOOL DISTRICT

Michael Frauenheim

Arnold Epstein

Michael Frauenheim
 Sales Representative

Arnold Epstein
 ATHLETIC DIRECTOR

LONG BEACH PUBLIC SCHOOLS

ROBERT GREENBERG, Ed.D.
Superintendent of Schools

MICHAEL I. DEVITO
CHIEF OPERATING OFFICER
235 LIDO BOULEVARD
LIDO BEACH, NEW YORK 11561
TELEPHONE: 516/897-2090
FAX: 516/897-2127

MEMORANDUM

TO: Dr. Robert Greenberg
FROM: Michael I. DeVito *MD*
DATE: December 1, 2008
SUBJECT: Bid #417 Athletic Uniforms

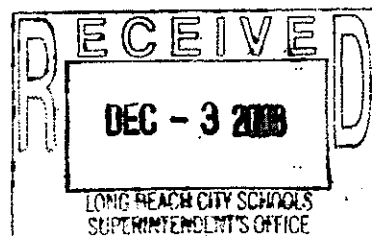
Legal notices were placed in the official paper of the District November 13, 2008 for Bid #417 Athletic Uniforms as per the attached. On November 26, 2008, the bids were opened at a public meeting.

We solicited eight (8) vendors for the Athletic Uniform Bid #417. Six (6) of these vendors submitted bids on some or all of the items on the Athletic Uniform Bid #416.

Based upon a review of the bids by Greg Lustberg, Arnie Epstein and myself, we recommend that the bid be awarded to the lowest responsible bidders as noted on the attached award sheet.

Please place on the Board's agenda for their consideration and approval.

Attachment



Joanne McLoughlin

From: Arnold Epstein
Sent: Wednesday, November 26, 2008 1:33 PM
To: Gregory Lustberg
Cc: Michael DeVito; Joanne McLoughlin
Subject: Uniform bid #417

Greg,

Please find below the companies who won various items on Athletic Uniform Bid # 417

Item #1 Metuchen (note that lower bid from Levy's is not the visor we want)

Item #2 Metuchen (note that lower bid from Levy's is not the cap we want)

Item# 3 Sportmans

Item #4 Sportmans (note we do not want softball short)

Item #5 Metuchen

Item #6 Metuchen

Item #7 Olympic

Item #8 Sportsmans

Item #9 Sportsmans

Please provide documentation so this bid can be considered on December board agenda.

Thanks for your help,
Arnie

Long Beach City School District

Bid # 417

Athletic Uniforms

Whereas, the legal notice advertisement was placed in the official paper of the District on November 13, 2008, 8 vendors were mailed bid documents, and bids were opened at a public meeting on November 26, 2008 at 11:00 AM and the following vendors submitted bids:

Levy's Inc
Olympic Den
Sportman's Inc

Massapequa Soccer Shop
Metuchen Center
Port Jefferson Sporting Goods

Based on a review of the bids, be it resolved that the award be made to the lowest responsible bidders as follows:

Metuchen Center	Items 1,2,5,6
Sportman's Inc	Items 3,4,8,9
Olympic Den	Item 7

Bids were reviewed and recommended by:

Arnold Epstein
Gregory Lustberg

Long Beach City School District

Athletic Uniform Bid # 417

Item #	Description	Levy's	Massapequa	Bidders Port Jeff	Sportsmans	Metuchen	Olympic
1	Richardson # 740 softball visor Royal with Long Beach embroidered in white	\$ 6.89 Kennedy	n/b	\$ 8.44	\$ 7.75	\$ 7.30	\$ 7.75
2	Richardson #512 solid cap Royal with 3D LB embroidered in white	\$ 8.19 Kennedy	n/b	\$ 10.13	\$ 10.15	\$ 9.30	\$ 10.75
3	Dynamic Team Elite softball uniforms school name/number on front and number on back	\$ 45.73	\$ 45.05 jerseys only	\$ 42.50	\$ 40.82 jersey-not full button	\$ 43.50	\$ 48.00
4	Dynamic Elite softball pant	\$ 63.59	\$ 29.40 shorts	\$ 58.83	\$ 53.95	\$ 60.85	\$ 32.50 shorts
5	Alleson Athletic adult baseball jersey 506TH Royal school name/number on front and number on back	\$ 18.89	\$ 18.40	\$ 17.75	\$ 21.40	\$ 16.00	\$ 17.00
6	Alleson Athletic adult baseball jersey 534MSH Royal school name/number on front and number on back	\$ 22.87 524MSH	\$ 22.05 524MSH	\$ 21.49 524MSH	\$ 23.97 524MSH	\$ 19.45	\$ 20.50
7	Alleson Athletic adult softball jersey BFMESH Royal school name/number on front and number on back	\$ 25.66	\$ 24.70	\$ 36.69 twill	\$ 25.77	\$ 31.50	\$ 23.00
8	Alleson Athletic baseball/softball pant 605PEDK White Royal	\$ 9.88 \$ 9.88	\$ 10.75 \$ 11.35	\$ 10.63 \$ 10.63	\$ 9.05 \$ 9.05	\$ 10.00 \$ 10.00	\$ 11.00 \$ 11.50
9	Alleson Athletic baseball/softball pant 605P Royal	\$ 12.69 \$ 12.69	\$ 14.00 \$ 14.75	\$ 13.75 \$ 13.75	\$ 11.40 \$ 11.40	\$ 12.75 \$ 12.75	\$ 14.50 \$ 15.00

Pricing to include artwork/set-up and associated charges. Alternate brand names must be specified on bid. Items to be FOB destination.

APPLICATION FOR USE OF SCHOOL FACILITIES

APPLICATION FOR USE OF SCHOOL FACILITIES

Organization	Purpose	Facility Requested	Date Requested
Long Beach Girls Lacrosse	Practice and Games	Middle School Fields 11 & 12	Monday through Friday, 3/1/09 – 6/15/09 from 5:00 pm – 8:00 pm; Saturdays & Sundays, 3/1/09 – 6/5/09 from 8:00 am – 5:00 pm (no 6/6/09)
City of Long Beach Civil Service	Examination	High School rooms 317, 318, 319 and bathrooms	Saturday, 12/6/08, from 9:00 am – 5:00 pm
City of Long Beach Civil Service	Examination	High School Rooms 209, 210, 212, 214 and 245	Saturday, 1/10/09, from 8:00 am – 5:00 pm
City of Long Beach Civil Service	Examination	High School Rooms 209, 210, 212, 245	Saturday, 2/7/09, from 9:00 am to 5:00 pm
Boys and Girls Track and Field	Hot Chocolate Meet – Fund Raiser	Middle School Gym	Saturday, 12/13/08, from 7:45 am – 1:00 pm
PAL	Girls Lacrosse practice	High School Gym	Fridays, 1/9/09 – 6/30/09, from 7:30 pm – 10:00 pm
Long Beach – USA Wrestling Club	Wrestling practice	Middle School Wrestling Room	Tuesdays from 5:30 pm – 7:00 pm: 11/18, 11/25, 12/2, 12/9, 12/16, 1/6, 1/13, 1/20, 1/27, 2/3, 2/10, 2/17, 2/24; Wednesdays from 5:30 pm – 6:30 pm: 11/19, 11/26, 12/3, 12/10, 12/17, 1/7, 1/14, 1/21, 1/28, 2/4, 2/11, 2/18, 2/25; Fridays from 5:30 pm – 7:00 pm: 11/21, 11/28, 12/5, 12/12, 12/19, 12/26, 1/9, 1/16, 1/23, 1/30, 2/6, 2/13, 2/20, 2/27
Long Beach Theatre Guild	Rehearsals and Performance of Plays	Lindell Auditorium	Listing Attached
American Cancer Society	Relay for Life – Overnight Fundraiser	Middle School Cafeteria, Teachers' Cafeteria, Veterans' Stadium,	Saturday, 6/6/09, through Sunday, 6/7/09 from 9:00 am – 9:00 am