

Westhampton Beach

Home of the Hurricanes  School District

AGENDA

TYPE: Board Meeting

DATE: 6/5/2023 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

1. Call to Order

Info

2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance

Info

3. EDUCATIONAL PRESENTATIONS

1. HS Student Recognition - Valedictorian & Salutatorian
2. Tenure/Retiree Recognition
3. District Safety Plan

Info

Info

Info

4. PUBLIC PARTICIPATION

1. 1. Note: The audience is asked to kindly present all comments at this time. If the chairman deems it wise, participation may be limited to one (1) five-minute presentation.

Info

5. MINUTES

1. Approval of the minutes of the May 8, 2023 Budget Hearing
2. Approval of the minutes of the May 8, 2023 Board of Education meeting
3. Approval of the minutes of the May 16, 2023 Annual Meeting (School Budget Vote & Election)

Action

Action

Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 1/13, 2/8, 2/9, 2/13, 2/15, 2/28, 3/9, 3/14, 3/20, 3/22, 3/23, 3/24, 3/27, 3/28, 3/29, 3/30, 4/3, 4/4, 4/5, 4/17, 4/18, 4/24, 4/26, 4/27, 5/4, 5/5, 5/10, 5/12, 5/17, 5/22, 5/24 and CPSE 4/4, 4/24, 4/28, 5/1 and 5/8.

Action

7. FINANCIALS

1. Budget Status Report as of April 30, 2023
2. Revenue Status Report as of April 30, 2023
3. Trial Balance Report as of April 30, 2023
4. Fund Balance Projection dated April 2023
5. Budgetary Transfer Report March & April 2023
6. Treasurers Reports/Scholarships/Collateral March-April 2023
7. Extraclass Activities ES Feb-Mar, HS March-April
8. Audited and Paid Claims March-May

Action

Action

Action

Action

Action

Action

Action

Action

8. SUPERINTENDENT'S REPORT

1. Resolution setting the date and time of the Reorganizational Meeting

Action

- | | | |
|-----|---|--------|
| 2. | Approval of five (5) budget transfers | Action |
| 3. | Resolution authorizing the execution of an addendum to the External Auditor's engagement letter | Action |
| 4. | Approval of the Shared Services Contract with Eastern Suffolk BOCES for the 2023-2024 school year | Action |
| 5. | Resolution authorizing the renewal of a contract with Educational Data Services for the 2023-2024 school year | Action |
| 6. | Resolution authorizing the execution of the Omni & TSACG Compliance Services Agreement for the 2023/24 school year | Action |
| 7. | Resolution authorizing the execution of a tuition contract with East Quogue School District for an individual student for the 2023/24 school year | Action |
| 8. | Resolution authorizing the execution of a contract with CSDNET for SureNet maintenance subscription renewal for the 2023/24 school year | Action |
| 9. | Resolution accepting a proposal from CSDNET for security maintenance subscription renewal for the 2023/24 school year | Action |
| 10. | Resolution authorizing the execution of a contract with Living Arts Aquarium for the HS Science WetLab for the 2023/24 school year | Action |
| 11. | Resolution authorizing the execution of a consulting agreement with NYSARC for the 2023/24 school year | Action |
| 12. | Resolution authorizing the execution of a consulting agreement with Betsy Chappell for the 2023/24 school year | Action |
| 13. | Resolution authorizing the execution of a consulting agreement with CJI Consultants for the 2023/24 school year. | Action |
| 14. | Resolution authorizing the execution of a consulting agreement with Community Care Companions for the 2023/24 school year | Action |
| 15. | Resolution authorizing the execution of a consulting agreement with Laura Grable for the 2023/24 school year | Action |
| 16. | Resolution authorizing the execution of a consulting agreement with Health Source Group for the 2023/24 school year | Action |
| 17. | Resolution authorizing the execution of a consulting agreement with Horizon Healthcare for the 2023/24 school year. | Action |
| 18. | Resolution authorizing the execution of a Consulting Agreement with Elizabeth Scheiner-Hoppe for the 2023/24 school year | Action |
| 19. | Resolution authorizing the execution of a consulting agreement with Serene Home Nursing Agency for the 2023/24 school year | Action |
| 20. | Resolution authorizing the execution of a supplemental agreement with Volz & Vigliotta, PLLC | Action |

9. PERSONNEL

- | | | |
|----|--|--------|
| 1. | Approval of the Custodial Holiday Schedule for the 2023-24 school year | Action |
| 2. | Request for Medical Leave of Absence/MS PE-Health Teacher | Action |
| 3. | Appointment/MS PE-Health Teacher Leave Replacement | Action |
| 4. | Appointment/Summer Special Education Testing | Action |
| 5. | Appointment/Summer Recreation/Academy Staff | Action |
| 6. | Appointment/HS Office Assistant | Action |
| 7. | Support Staff Compensation Rates | Action |
| 8. | Appointment/Substitutes | Action |

10. REPORTS

- 1. Postings Info

11. OLD BUSINESS

12. NEW BUSINESS

- 1. Board Policy 2000 (Board Operational Goals) Info/Action
- 2. Board Policy 2110-R (School Board Powers and Duties Regulation) Info/Action
- 3. Board Policy 8211 (Access to Buildings) Info/Action

13. EXECUTIVE SESSION

14. ADJOURNMENT

May 8, 2023

The Budget Hearing of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held at 7:00 p.m. in the High School LGI Room, on May 8, 2023.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Dawn Arrasate, Ms. Joyce Donneson, Mr. George R. Kast, Ms. Elizabeth Lanni-Hewitt, Mr. Halsey C. Stevens, and Ms. Heather A. Wright.

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and approximately 13 attendees.

The meeting was called to order by Ms. Suzanne M. Mensch, President, at 7:00 PM.

The pledge was conducted.

Ms. Mensch announced that this is a Budget Hearing Meeting only, on the proposed expenditures of the School District for the 2023/2024 school year, and that voting on the proposed budget shall be held on Tuesday, May 16, 2023, between the hours of 7:00 AM and 9:00 PM in the High School LGI Room, (behind the District Auditorium), Westhampton Beach, New York.

On motion of Ms. Donneson, second by Ms. Arrasate, it was moved to open discussion of the proposed budget.

Vote: Yes 7 No 0

Ms. Danielle Waskiewicz, Westhampton Free Library Director, presented information about the library's proposed budget.

Dr. Probst reviewed the District's proposed school budget.

Ms. Mensch advised the public that all voting will be held on Tuesday, May 16, 2023, between the hours of 7:00 AM and 9:00 PM in the High School LGI Room.

- Ms. Mensch presented the propositions and Board vacancies as follows:
 - Proposition 1 - SHALL the Budget of the Westhampton Beach Union Free School District, Suffolk County, New York, in the amount of \$62,994,351 for the fiscal year 2023-2024 be approved, and a tax levied therefor upon the taxable property of the school district?
 - Proposition 2 - SHALL the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$2,550,193 for payment of operational and bond financing expenses of the Westhampton Free Library for the fiscal year 2023-2024, and to levy the necessary tax therefor?
 - Board of Education – Election of two (2) members to the Board of Education, each for a term of three (3) years, commencing July 1, 2023 and expiring June 30, 2026 (Candidates: Halsey C. Stevens and Heather A. Wright).

ADJOURNMENT

On motion of Ms. Donneson, second by Ms. Arrasate, all business being complete, Ms. Mensch declared the meeting adjourned at 7:25 PM.

Vote: Yes 7 No 0

Judy Iannone, District Clerk

Budget Hearing – May 8, 2023

May 8, 2023

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School LGI Room, on May 8, 2023.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Dawn Arrasate, Ms. Joyce Donneson, Mr. George R. Kast, Ms. Elizabeth Lanni-Hewitt, Mr. Halsey C. Stevens, and Ms. Heather A. Wright.

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and approximately 20 attendees.

The meeting was called to order by Ms. Suzanne M. Mensch, President, at 7:30 PM.

The Pledge was conducted.

EDUCATIONAL PRESENTATION
SUFFOLK ZONE RECIPIENTS

Jason Cohen, Director of Athletics, announced this year's Suffolk Zone Recipients, Laurette Schaumloffel and Noah Heberd, and presented them with certificates of achievement.

PUBLIC PARTICIPATION

Questions were raised regarding:

1. Security & Safety
2. Budget transfers

APPROVAL OF MINUTES

On motion of Mr. Stevens second by Ms. Arrasate, the minutes of the April 17, 2023 Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens second by Mr. Kast, the minutes of the April 19, 2023 Special Board of Education meeting (BOCES vote & trustee election), to be and hereby are approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of 2/8, 2/9, 2/13, 2/14, 2/15, 2/16, 3/1, 3/2, 3/7, 3/8, 3/9, 3/13, 3/14, 3/15, 3/22, 3/31, 4/3, 4/4, 4/5, 4/18, 4/28 and CPSE meetings of 3/22.

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

Vote: Yes 7 No 0

TAN RESOLUTION

Board Member, Joyce L. Donneson, offered the following resolution and moved its adoption:

TAX ANTICIPATION NOTE RESOLUTION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MAY 8, 2023, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$12,500,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2024

RESOLVED BY THE BOARD OF EDUCATION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Westhampton Beach Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$12,500,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2023 and ending June 30, 2024, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

(b) The Notes shall mature within the period of one year from the date of their issuance.

(c) The Notes are not issued in renewal of other notes.

(d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member, George R. Kast, Jr., and duly put to a vote on roll call, which resulted as follows:

Elizabeth T. Lanni-Hewitt	VOTING	YES
Heather A. Wright	VOTING	YES
Halsey C. Stevens	VOTING	YES
Suzanne M. Mensch	VOTING	YES
Dawn Arrasate	VOTING	YES
George R. Kast, Jr.	VOTING	YES
Joyce L. Donneson	VOTING	YES

AYES: 7

NOES: 0

The resolution was declared adopted.

BUDGET TRANSFER

On motion of Mr. Stevens, second by Ms. Donneson the following budget transfer, to be and hereby is approved:

From	To	Amount
A5540.490.00.03	A5540.445.00.03	\$5,400.00

Vote: Yes 7 No 0

SCHOOL ATTORNEY

On motion of Ms. Donneson, second by Ms. Wright, the resolution authorizing the execution of a contract with Volz & Vigliotta, PLLC for the 2023/2024 school year for general and labor counsel services, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

CAROLYN J. PROBST

On motion of Ms. Lanni-Hewitt, second by Ms. Wright, the resolution authorizing the execution of a contract amendment with the Superintendent of Schools, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

AWARDS OF TENURE

On motion of Mr. Stevens, second by Mr. Kast, the recommendation to award tenure to the following staff members, to be and hereby is approved:

Staff Member	Tenure date	Tenure Area
Thomas O'Leary	September 1, 2023	ESL
Jeffrey Doroski	September 1, 2023	Physical Education
Caitlynn Webber	September 1, 2023	Elementary
Danielle Bergh	September 1, 2023	Science
Cynthia Griffin	September 1, 2023	Special Education
Jenna Lin	September 1, 2023	Mathematics
Melissa Tunstead	September 1, 2023	School Media Specialist (Library)
Samantha Zegal	September 1, 2023	Science

Vote: Yes 7 No 0

KATHLEEN WALSH

On motion of Ms. Wright, second by Mr. Kast, the resignation of Kathleen Walsh from her position as a MS Teacher Aide, effective June 29, 2023 with retirement beginning June 30, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

MEGAN LOCANTORE

On motion of Mr. Stevens, second by Mr. Kast, the request from Megan Locantore for a Family Medical Leave of Absence beginning April 21 through July 27, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

MICAELA GALLUCCI

On motion of Ms. Wright, second by Mr. Kast, the request from Micaela Gallucci for a Childcare Leave of Absence for the 2023/2024 school year, using 30 sick days (September 5 – October 18, 2023), FMLA (October 19, 2023 – January 26, 2024) and an unpaid leave for the remainder of the school year, returning to her teaching position at the beginning of the 2024/2025 school year, to be and hereby is approved.

Vote: Yes 7 No 0

LILLIAN MARTIN

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the request from Lillian Martin for an unpaid Medical Leave of Absence beginning March 14 through June 23, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

ALYSSA BERTOLINO

On motion of Mr. Stevens, second by Ms. Arrasate, the resignation of Alyssa Bertolino from her position as an ES permanent substitute teacher, effective April 21, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

BERNARD SHUSMAN

On motion of Ms. Lanni-Hewitt, second by Ms. Arrasate, the resignation of Bernard Shusman from his position as an ES monitor, effective April 21, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

LINDAMARIE KIRBY

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Lindamarie Kirby from her position as an ES permanent substitute teacher, effective April 27, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

KELLY IOCCA

On motion of Mr. Kast, second by Ms. Arrasate, the appointment of Kelly Iocca as follows, to be and hereby is approved.

Position	Start Date/End Date	Salary
HS substitute teacher	May 15, 2023	\$110/day
HS substitute teacher	Upon receipt of certification	\$125/day
HS Guidance Counselor Leave Replacement	May 22, 2023 thru June 23, 2023	\$150/day

Vote: Yes 7 No 0

MARIA COLLAZO

On motion of Ms. Donneson, second by Ms. Wright, the revision of ES Senior Office Assistant Maria Collazo's start date to be May 1, 2023, and her resignation to be effective May 1, 2023, to be and hereby is approved & accepted.

Vote: Yes 7 No 0

SANDRA TUCCI

On motion of Ms. Donneson, second by Ms. Kast, the end date of May 15, 2023 of the appointment of Sandra Tucci as a MS provisional Office Assistant, to be and hereby is approved.

Vote: Yes 7 No 0

SUMMER ACADEMY PROGRAM

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the appointment of Kimberly Mercready as Assistant Summer Academy Program Director for the summer of 2022 at a stipend of \$3,135, to be and hereby is approved.

Vote: Yes 7 No 0

VOLUNTEER COACHING APPOINTMENT

On motion of Mr. Stevens, second by Ms. Wright, the appointment of Nicholas Lynch as a volunteer football coach for the fall of the 2023/24 school year, to be and hereby is approved.

Vote: Yes 7 No 0

SUBSTITUTES

On motion of Mr. Stevens, second by Ms. Donneson, the appointment of the following substitutes, to be and hereby are approved:

Zachary Arrasate
Julia Smith

Uncertified teacher
Teacher Aide

Vote: Yes 6 No 0
(Ms. Arrasate abstained)

REPORTS

The personnel postings were noted.

OLD BUSINESS

There was no Old Business on the agenda.

NEW BUSINESS

There was no New Business on the agenda.

EXECUTIVE SESSION

On motion of Mr. Kast, second by Ms. Arrasate, the Board of Education to convene to Executive Session at 7:50 p.m. to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Kast, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 8:45 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Mr. Stevens, all business being completed, Ms. Mensch declared the meeting adjourned at 8:45 p.m.

Judy Iannone, District Clerk

May 8, 2023

May 16, 2023

The Annual District Meeting of the Westhampton Beach Union Free School District, Suffolk County, New York was held on May 16, 2023 in the Large Group Instruction Room of the High School.

Mr. Thomas Betjemann, Chairperson of the Election, called the meeting to order at 7:00 a.m.

Mr. Betjemann called the Roll and the Inspectors of Election were sworn in by Judy Iannone, District Clerk, as follows:

7 Inspectors of Election:

- Thomas Betjemann (Chief Inspector)
- Marth-ann Betjemann
- Patricia Gonce
- Doreen Croser
- Stephen Wisnoski
- Bea Allen
- Joan Scannell

The Suffolk County Board of Elections custodian printed out the voting machine tapes showing that the counts started at "zero". Judy Iannone, the District Clerk, will retain those tapes as a permanent record.

Mr. Betjemann declared the Polls open at 7:00 a.m.

At 8:55 p.m. Mr. Betjemann announced the imminent closing of Polls and reminded those present who still wished to vote to do so at that time.

Mr. Betjemann declared the Polls closed at 9:00 p.m.

The Suffolk County Board of Elections custodian printed out the machine tapes with the results of the votes. Judy Iannone, the District Clerk, will retain those tapes as a permanent record.

The Inspectors of Election proceeded to open and count the absentee ballots.

Mr. Betjemann announced the results of all voting as follows:

Proposition #1 - School Budget

Yes 209 No 41

Proposition #2 - Library Budget

Yes 203 No 47

Members of the Board of Education (2 seats, each for 3 years) - July 1, 2023 thru June 30, 2026

Halsey C. Stevens	206
Heather A. Wright	214
Write-ins	3

Total Number of Votes Canvassed By Machine:	236
Total Number of Votes Canvassed By Absentee Ballot:	<u>14</u>
Total Number of All Votes:	250

Mr. Betjemann declared the meeting adjourned at 9:32 p.m.

Judy Iannone, District Clerk

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
WESTHAMPTON BEACH, NY 11978

Memorandum

To: MEMBERS OF THE BOARD OF EDUCATION

From: Carolyn J. Probst, Superintendent of Schools

Date: June 5, 2023

Re: Reorganizational Meeting

The Board of Education is required to hold its yearly reorganizational meeting on the first Tuesday in July, unless it is a legal holiday. However, the Board may instead, by adopting a resolution, hold the annual reorganizational meeting any day during the first 15 days of July.

It is my recommendation that the Board of Education consider adopting the following resolution:

BE IT RESOLVED that the Annual Reorganizational Meeting for the Westhampton Beach School District be held on Tuesday, July 11, 2023 at 7:00 p.m. in the High School Library.

Adopted:

Board of Education
Westhampton Beach Union Free School District

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2022-2023 SCHOOL YEAR

Requestor: J. Pirro

Date of Request: 5/30/2023

Budget Code to **Transfer TO:**

Code Number: A 2110.436.19.01

Code Title: AP Testing Expenses

Amount to Transfer: \$ 11,895.00

Budget Code to **Transfer FROM:**

Code Number: A 2110.490.00.08

Code Title: BOCES Services

Reason for Transfer:

To cover additional AP Exam Costs

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

Jacqueline Pirro 5/30/2023
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date



Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2023-2024 SCHOOL YEAR

Requestor: J. Pirro

Date of Request: 5/23/23

Budget Code to **Transfer TO:**

Code Number: A2855.490.00.05

Code Title: BOCES Services - Athletics

Amount to Transfer: \$ 13,400 -

Budget Code to **Transfer FROM:**

Code Number: A2855.400.00.05

Code Title: Contractual & Other (Athletics)

Reason for Transfer:

*To move funds for Hudl & Final Forms
to a BOCES budget code for purchase.*

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

J. Pirro 5/23/2023
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2022-2023 SCHOOL YEAR

Requestor: J. Pirro

Date of Request: 5/15/2023

Budget Code to **Transfer TO:**

Code Number: A 2110.400.00.01

Code Title: Home Tutoring Services

Amount to Transfer: \$ 35,000

Budget Code to **Transfer FROM:**

Code Number: A 2250.470.00.05

Code Title: Out of District Tuition

Reason for Transfer:

To fund additional home tutoring (agency) costs needed.

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

Jacqueline Pirro 5/15/2023
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2022-2023 SCHOOL YEAR

Requestor: MaryAnn Milton

Date of Request: 05-17-2023

Budget Code to **Transfer TO:**

Code Number: A1621-400-00-01

Code Title: Maintenance Contracts - HS

Amount to Transfer: \$ \$4,790.00

Budget Code to **Transfer FROM:**

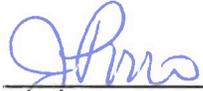
Code Number: A1621-400-00-02

Code Title: Maintenance Contracts - MS

Reason for Transfer:
Current Expenditures

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

 5/17/2023
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

^P **Board of Education Approval Required (for over \$10,000)**

Date of BOE Approval _____

BOE
6/5/23

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
2022-2023 SCHOOL YEAR

Requestor: MaryAnn Milton

Date of Request: 05-17-2023

Budget Code to **Transfer TO:**

Code Number: A1620-416-00-01

Code Title: Natural Gas - HS

Amount to Transfer: \$ \$8,000.00

Budget Code to **Transfer FROM:**

Code Number: A1620-413-00-05

Code Title: Fuel Oil

Reason for Transfer:

Natural Gas Expenditures

Back-up attached

**PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL.
THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S
OFFICE FOR FINAL APPROVAL.**

Jacqueline Popp 5/17/23
Asst. Supt for Business Date

Superintendent Date

_____ Transfer #

_____ Transfer Made By

4 _____ Transfer Date

Board of Education Approval Required (for over \$10,000)

Date of BOE Approval _____

June 5th 23

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 23, 2023

Re: Financial Statement Preparation Year End 2023

I am recommending the Board of Education approve the attached addendum to our engagement letter from R.S. Abrams for auditing services for the fiscal year ended June 30, 2023. This addendum is for the preparation of the district's financial statements as Eileen Tuohy has resigned effective May 18, 2023.



April 7, 2023

To the Board of Education and
Jacqueline Pirro, Assistant Superintendent for Business
Westhampton Beach Union Free School District
340 Mill Road
Westhampton, New York 11978

This letter represents an addendum to our Board approved engagement letter for auditing services for the fiscal year ended June 30, 2023 dated June 6, 2022. In addition to providing the auditing services outlined in the previous engagement letter you have requested that we prepare the financial statements of the Westhampton Beach Union Free School District (the "District") for the year ended June 30, 2023. This will include the following:

Management's Discussion and Analysis (MD&A)

Financial Statements:

- Statement of Net Position
- Statement of Activities
- Balance Sheet – Governmental Funds
- Reconciliation of Governmental Funds Balance Sheet to the Statement of Net Position
- Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds
- Reconciliation of Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
- Statement of Fiduciary Net Position
- Statement of Changes in Fiduciary Net Position
- Notes to Financial Statements

Required Supplementary Information other than MD&A:

- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual General Fund
- Schedule of Changes in the District's Total OPEB Liability and Related Ratios
- Schedule of the District's Proportionate Share of Net Pension Asset/(Liability)
- Schedule of District Contributions

Other Supplementary Information:

- Schedules of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
- Schedule of Project Expenditures – Capital Projects Fund
- Net Investment in Capital Asset

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the entity complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the District with whom we determine it necessary to communicate.

You agree to assume all management responsibilities relating to the financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and

related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Other Relevant Information

Brendan Nelson, CPA, is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for the preparation of the financial statements and related notes will be \$7,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional services arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Very truly yours,



R.S. Abrams & Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of the Westhampton Beach Union Free School District.

Board of Education President: _____

Date: _____

Assistant Superintendent for Business: _____

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 16, 2023

Re: AS-7 ESBOCES Shared Services 2023-2024

I am recommending the Board of Education approve the attached initial AS-7 contract for the district's 2023-2024 Eastern Suffolk BOCES shared services.

If you have any questions, please let me know.

**EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772**

Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WESTHAMPTON BEACH UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
001.100	Administration	0.0000	0.0000	Actual Usage	131,078.00	0.00	131,078.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	52,184.00	0.00	52,184.00	
101.100	Career and Technical Education	26.0000	15,130.0000	Student	393,380.00	0.00	393,380.00	
101.110	Career and Technical Education-Misc	26.0000	15,130.0000	Student	393,380.00	0.00	393,380.00	
103.111	Special Career Education 12-1-1	2.0000	52,832.0000	Annual	105,664.00	0.00	105,664.00	
204.100	Special Education 12-1-4 Full Day	1.0000	74,379.0000	Student	74,379.00	0.00	74,379.00	
204.240	Occupational Therapy Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
204.250	Physical Therapy Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
204.260	Speech Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
204.265	Vision Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	0.00	5,376.40	
205.100	Special Education 8-1-1 Full Day	2.0000	69,348.0000	Student	138,696.00	0.00	138,696.00	
205.205	Counseling Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	0.00	5,376.40	
205.210	Counseling Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
205.235	Occupational Therapy Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	0.00	5,376.40	
205.255	Speech Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	0.00	5,376.40	
205.260	Speech Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
205.278	Class. Aide Shared 8-1-1+3 FD	1.0000	25,139.0000	Student/Year	25,139.00	0.00	25,139.00	
205.297	Parent Training	1.0000	195.7700	Per Hour	195.77	0.00	195.77	
205.434	Occupational Therapy Consult	1.0000	134.4100	Session	134.41	0.00	134.41	
317.100	Hearing Individual Itinerant	1.0000	6,442.4000	Sess/Stud/Wk/Yr	6,442.40	0.00	6,442.40	
317.125	Hearing Consult Itinerant	1.0000	161.0600	30 Min/Session	161.06	0.00	161.06	
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	4,359.00	0.00	4,359.00	

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD		School Year 2023-24						
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
Basis for Current Contract								
				Actual Usage				
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	25,641.00	25,641.00	0.00	25,641.00
444.105	District Based Virtual Learning Svcs 444.105.115 Castle	0.0000	0.0000	Actual Usage	11,686.56	11,686.56	0.00	11,686.56
444.400	Language Interpreting Service 444.400.110 Propio Language Services	0.0000	0.0000	Actual Usage	621.00	621.00	0.00	621.00
505.100	District Printing/Duplication	0.0000	0.0000	Actual Usage	15,000.00	15,000.00	0.00	15,000.00
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	34,786.70	34,786.70	0.00	34,786.70
514.430	School Data Bank Svc-Full Service 514.430.100 School Data Bank Svc-Full Service	1,778.0000	9.4600	Student	0.00	16,819.88	0.00	16,819.88
516.100	Library Services/Media Part. 516.100.120 Library/Media (601-2000 students)	0.0000	1,954.2000	Per District	1,954.20	1,954.20	0.00	1,954.20
516.210	Lib. Svc/Media-Virtual Ref. Collect 516.210.109 Virtual Ref. Collect 3-12 Online	1,594.0000	10.5400	Student	0.00	16,800.76	0.00	16,800.76
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	11,525.10	11,525.10	0.00	11,525.10
531.100	NYS Curriculum & Assessment Svc 531.100.110 NYS Curr/Assess Svc 1,000 + stude	1.0000	8,000.0000	Service	0.00	8,000.00	0.00	8,000.00
531.200	MLP/Frontline 531.200.120 MLP/Frontline - PDMS	0.0000	0.0000	Actual Usage	9,293.99	9,293.99	0.00	9,293.99
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	4,499.00	4,499.00	0.00	4,499.00
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	15,180.20	15,180.20	0.00	15,180.20
531.636	Sub-Reimburse-NYSAA Workshops	0.0000	0.0000	Actual Usage	140.00	140.00	0.00	140.00
531.637	SubReimburs NYSAAWkspCoordFee	0.0000	0.0000	Actual Usage	14.00	14.00	0.00	14.00
532.100	Model Schools 532.100.110 Model Schools < 2000 students	1.0000	4,190.0000	Annual	0.00	4,190.00	0.00	4,190.00
532.205	Model Schools OnSite Staff Dev Tech	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
590.490	Common Set of Learning - Western	0.0000	0.0000	Cross Contract	15,000.00	15,000.00	0.00	15,000.00

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD		School Year 2023-24		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost		Contract	To Date	Contract	
601.030 Frontline RTI							3,968.82		3,968.82	
601.030.100	Frontline RTI-Direct	0.0000	0.0000	Actual Usage	3,968.82			0.00		
601.030.240	Frontline RTI Mgmt. Fee	0.0000	0.0000	Actual Usage	595.32		595.32	0.00	595.32	
601.030.250	Frontline RTI BOCES Support	951.0000	0.4200	Student	0.00		399.42	0.00	399.42	
601.150	Admin One-Time Tech. Acq.	0.0000	0.0000	Actual Usage	7,471.20		7,471.20	0.00	7,471.20	
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	6,700.00		6,700.00	0.00	6,700.00	
601.220 NYS Required Reporting							9,334.50		9,334.50	
601.220.200	NYS Req. Report per stud-PS/PK-12	1,778.0000	5.2500	Student	0.00			0.00		
601.220.300	NYS Required Reporting	1,778.0000	0.6800	Student	0.00		1,209.04	0.00	1,209.04	
601.225 BARS on the WEB							844.18		844.18	
601.225.400	Automated BARS Re-Sort Discount	1.0000	844.1800	Per District	0.00			0.00		
601.440 Emergency and Notification Systems							10,674.30		10,674.30	
601.440.220	ParentSquare	0.0000	0.0000	Actual Usage	10,674.30			0.00		
601.468 Visitor Management Systems							2,156.25		2,156.25	
601.468.110	Raptor Licensing and Maintenance	0.0000	0.0000	Actual Usage	2,156.25			0.00		
601.470 Administrative District Platforms							10,810.00		10,810.00	
601.470.400	Hudi-Annual License Fee	0.0000	0.0000	Actual Usage	10,810.00			0.00		
601.475 Facilities Management Systems							3,608.27		3,608.27	
601.475.160	SchoolDude-FS Direct, Event Manag	0.0000	0.0000	Annual	3,608.27			0.00		
601.480 Data Protection Officer Support							13,702.00		13,702.00	
601.480.120	Level 2-Up to 7 Days (501-2500 st	1.0000	13,702.0000	Annual	0.00			0.00		
601.510 Power School							11,205.44		11,205.44	
601.510.110	PowerSchool Lic Fee-2nd yr Maint	0.0000	0.0000	Actual Usage	11,205.44			0.00		
601.510.129	PowerSchool Power Pack License Fe	0.0000	0.0000	Actual Usage	4,088.27		4,088.27	0.00	4,088.27	
601.510.140	PowerSchool Administrative Fee	0.0000	0.0000	Actual Usage	2,294.06		2,294.06	0.00	2,294.06	
601.510.145	PowerSchool K-12 District BOCES S	1,843.0000	9.2500	Student	0.00		17,047.75	0.00	17,047.75	
601.510.210	Power School BOCES Hosting Fee	0.0000	0.0000	Actual Usage	6,880.24		6,880.24	0.00	6,880.24	
601.860 Northwest Evaluation Assoc.							1,744.35		1,744.35	
601.860.170	NWEA Management Fee	0.0000	0.0000	Actual Usage	1,744.35			0.00		
601.860.175	Map Growth Multi Subject	802.0000	14.5000	Student	0.00		11,629.00	0.00	11,629.00	

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD		School Year 2023-24						
Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
601.890 Right Reason Technology								
601.890.112	RightPath/APPR/SLO AllComp 1000-19	1.0000	10,500.0000	Annual	0.00	10,500.00	0.00	10,500.00
601.890.160	RRT per Stidnt Data Intergration	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00
601.890.240	RRT Management Fee	0.0000	0.0000	Actual Usage	2,115.00	2,115.00	0.00	2,115.00
601.990 Test Scanning and Reporting								
601.990.107	Score Report Digital File Fee	0.0000	0.0000	Actual Usage	240.56	240.56	0.00	240.56
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	585.0000	5.4900	Per Test	0.00	3,211.65	0.00	3,211.65
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	585.0000	5.4900	Per Test	0.00	3,211.65	0.00	3,211.65
601.990.180	Test Scan/Rpt NYS Science	225.0000	5.4900	Per Test	0.00	1,235.25	0.00	1,235.25
601.990.220	Test Scanning and Reporting NYSITE	75.0000	7.0100	Per Test	0.00	525.75	0.00	525.75
601.990.300	Test Scan/Rpt NYSES/SLAT	182.0000	10.5000	Per Test	0.00	1,911.00	0.00	1,911.00
601.990.312	NYSAA Exam	30.0000	5.4900	Per Test	0.00	164.70	0.00	164.70
601.990.320	Test Scan/Rpt Regents All Exams	1,775.0000	3.3400	Per Test	0.00	5,928.50	0.00	5,928.50
601.990.329	AP Adv Data Loading Service	1.0000	2,080.5900	Year	0.00	2,080.59	0.00	2,080.59
603.110 BOCES Special Ed. Winter Transp.								
603.120	BOCES Special Ed. Summer Transp.	0.0000	0.0000	Actual Usage	71,712.00	71,712.00	0.00	71,712.00
603.210	Transp.-Sp.Ed./Homeless/Res.-Winter	0.0000	0.0000	Actual Usage	42,786.00	42,786.00	0.00	42,786.00
603.220	Transp.-Sp.Ed./Homeless/Res.-Summer	0.0000	0.0000	Actual Usage	285,000.00	285,000.00	0.00	285,000.00
604.110	Transportation - SCE	0.0000	0.0000	Actual Usage	5,362.00	5,362.00	0.00	5,362.00
604.120	Transportation - CTE	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
604.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
607.120	Transportation - Nonpublic School	0.0000	0.0000	Actual Usage	195,278.00	195,278.00	0.00	195,278.00
607.130	Transportation - In-District Summer	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
607.230	Transportation - In-District Winter	0.0000	0.0000	Actual Usage	1,359,768.00	1,359,768.00	0.00	1,359,768.00
609.300	Communications Consulting/PR	0.0000	0.0000	Actual Usage	33,199.00	33,199.00	0.00	33,199.00
612.110 Cooperative Bidding								
612.110.120	Coop Bidding Grp B (1000-2899 sdn	1.0000	4,091.8000	Year	0.00	4,091.80	0.00	4,091.80
618.120	Health/Safety Basic Svc Base Price	1.0000	3,500.0000	Service	0.00	3,500.00	0.00	3,500.00

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES	School Year 2023-24
WESTHAMPTON BEACH UFSD	

Program/ SerialNo	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
618.130	Health/Safety Basic Svc # bids	3.0000	538.0000	Building	0.00	1,614.00	0.00	1,614.00
618.150	Health/Safety - Specialist	0.2500	22,803.0000	Day/Week/Year	0.00	5,700.75	0.00	5,700.75
623.110	Nonpublic Textbk Distr - Admin Fee	21.0000	99.6900	Student	0.00	2,093.49	0.00	2,093.49
623.120	Nonpublic Txtbk Dist. - Textbook Fee	21.0000	182.6400	Per Student Est	0.00	3,835.44	0.00	3,835.44
633.110	Health Ins. Coord. Svc.-East End	329.0000	124.2400	Employee/Year	0.00	40,874.96	0.00	40,874.96
633.130	Workers Comp Consortium Coord.	353.0000	11.8400	Employee/Year	0.00	4,179.52	0.00	4,179.52
665.490	State Aid & Financial Plan-Questar	0.0000	0.0000	Cross Contract	6,790.00	6,790.00	0.00	6,790.00
676.490	GASB 75 Planning & Val - Capital	0.0000	0.0000	Cross Contract	3,500.00	3,500.00	0.00	3,500.00
690.490	Regional Recruitment - Putnam	0.0000	0.0000	Cross Contract	5,000.00	5,000.00	0.00	5,000.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

May 03, 2023
04:08:23 pm

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Summary:
Total of Service Costs - All Funds: 3,603,303.65 (Except 0
Capital Costs: 52,184.00 (CoSer 0C
Adm. & Clerical Costs: 131,078.00 (CoSer 0C
Total Contract Costs: 3,786,565.65

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education. IN WITNESS WHEREOF, the parties have set their hands the day and year above written.


Signature, President and/or Clerk, BOCES (Party of the First Part) 201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772- (Post Office Address)
WESTHAMPTON BEACH UFSD 340 Mill Road, WESTHAMPTON BEACH, NY, 11978 (Post Office Address)
Signature, President and/or Clerk, Board of Education (As Authorized)

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 1, 2023

Re: Educational Data Services Renewal 2023-2024

I am recommending the Board of Education approve the renewal contract with Educational Data Services, Inc. for software and services for coordinating and supplying bids. The licensing and maintenance fee for the 2023-24 school year has increased 2% over last year's fee. The district continues to be satisfied with the services they provide enabling us to receive the lowest overall pricing for school supplies and services.

If you have any questions, please let me know.



"The Educated Way to Purchase"
www.ed-data.com

Westhampton Beach School District
340 Mill Road
Westhampton Beach, NY 11978

April 18, 2023

Dear Board of Education:

For the past **4 years the Educational Data Services Cooperative Bidding Management Program has produced a total district dollar savings to date of \$294,362.**

- In a **comparison** of our Cooperative Bid pricing with *National Coops, Regional Ed Svc. Commission Coops and State Coops*, Ed-Data's Cooperative Bidding efforts resulted in **savings of 41-59%.**
- In a **comparison** of our Cooperative Bid pricing with *State Contract* pricing, Ed-Data's Cooperative Bidding efforts resulted in **savings of 54-66%.**

For the **2022 - 2023 School Year** the district realized savings of **\$83,242.**
The savings consist of the following:

- General Classroom, Office and Computer, and Copy Duplicator Supplies: **\$45,757** or **42%** below state contract, National Coop or Regional Ed Services Commission pricing.
- Other Categories where applicable including (Science, I/A, Fine Art, Phys Ed, Health, AV, Athletic, Custodial, etc.) **\$37,484.**

Not included in the above savings are the clerical savings derived from our **online order entry procurement management system, customer service support, and customized district accounting software intergration to download, encumber and print all district purchase orders**, along with the elimination of all bid advertisements, bid mailings, bid openings and bid analysis.

Thank you for making this the most effective and **largest active district cooperative and shared services program** of its kind in the state!!

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Wohl', is written over a light blue horizontal line.

Alan Wohl
Educational Data Services, Inc.

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 30, 2023

Re: OMNI & TSACG Services Agreement 2023-2024 School Year

Attached for Board of Education approval is a Services Agreement Reinstatement for continuation of 403(b)/457(b) administration services by U.S. Omni & TSACG Compliance Services, Inc. The per person fee of \$36 reflects a 3% increase. I am recommending the Board approve the agreement.

If you have any questions or require additional information, please feel free to let me know.



Services Agreement Reinstatement

Name of Employer: Westhampton Beach UFSD

The Services Agreement for the fiscal year Jul 1, 2022 – Jun 30, 2023, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2023 - Jun 30, 2024, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2023, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/23.

FEE SCHEDULE FOR 2023-2024 YEAR

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	198	\$36.00	\$7,128.00
<u>457(b) Accounts</u>	13	\$36.00	\$468.00
Total 2023-2024			\$7,596.00

**Includes 403(b) ROTH Accounts*

US Omni & TSACG Compliance Services, Inc

NY-Westhampton Beach UFSD-#193



Brad Hope, Managing Partner

Printed Name, Title

Printed Name, Title

Date May 25, 2023

Date _____

Please return a signed copy by July 1, 2023

This is not an Invoice. Please do not remit payment until the invoice is provided in July.



CSDNET
874 Montauk Highway
Bayport, NY 11705
Phone: 631-924-7474
Fax: 631-924-7475
www.csdnet.net

Bill To

Westhampton Beach Union Free School District
Accounts Payable
340 Mill Road
Westhampton Beach NY 11978
USA

Ship To

Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach NY 11978
USA

Sales Quotation	
Document No.	2023-13042
Date	5/23/2023
Handled by	Christine Petersen
Customer No.	C10358
Customer Fax No.	631-288-8351
Please enter quote number on PO!	

Westhampton Beach SureNet 2023-24

Coverage Dates: July 1st, 2023 - June 30th, 2024

Item No.	Description	Qty.	Unit Price	Ext. Price
1	Remote Network Eng. Remote/Onsite Network Engineer - For Issue Resolution Only	1.000	\$61,986.24	\$61,986.24
Total Amount				\$61,986.24

Pricing for this quote is found on ESB RFP #20S-10-0411.

A detailed SOW will be provided with what items are covered.

Please reference Document Number on all correspondences.



CSDNET
 874 Montauk Highway
 Bayport, NY 11705
 Phone: 631-924-7474
 Fax: 631-924-7475
 www.csdnet.net

Bill To

Westhampton Beach Union Free School District
 Accounts Payable
 340 Mill Road
 Westhampton Beach NY 11978
 USA

Ship To

Westhampton Beach Union Free School District
 340 Mill Road
 Westhampton Beach NY 11978
 USA

Sales Quotation	
Document No.	2023-13353
Date	5/23/2023
Handled by	Christine Petersen
Customer No.	C10358
Customer Fax No.	631-288-8351
Please enter quote number on PO!	

Westhampton Security Maintenance 23-24

Coverage Dates 07/01/2023 - 06/30/2024

Item No.	Description	Qty.	Unit Price	Disc	Disc Price	Ext. Price
1	SCS-ABS-1WS-1Y_1Y 1 year subscription for connection to 1 workstation	12.000	\$2,500.00	-31.00%	\$1,725.00	\$20,700.00
2	ADV-CAM-E-1Y Genetec Advantage for 1 Omnicast Enterprise Camera - 1 Year	101.00	\$51.00	-15.00%	\$43.35	\$4,378.35
3	ADV-RDR-P-1Y Genetec Advantage for 1 Synergis Pro Reader - 1 Year	4.000	\$13.00	-15.00%	\$11.05	\$44.20
Subtotal						\$25,122.55
Total Amount						\$25,122.55

Items listed above are available under the following New York State Contract: Networked Educational Technologies, PT68837.

Please reference Quote Number on all correspondences.

This Quote is valid for 30 days from above date.

Accounts Payable
 Westhampton Beach Unified School District
 340 Mill Road
 West Hampton Beach NY 11978-2045

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION
Please send checks to:

Frontline Technologies Group LLC
 PO Box 780577
 Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
 Account Name: Frontline Technologies Group LLC
 ABA/Routing #: 121000248
 Account #: 4121566533
 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2023	6/30/2024	13396 Westhampton Beach Unified School District	\$11,623.92	\$11,623.92

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$11,623.92

TOTAL DUE \$11,623.92
by 7/31/2023

Accounts Payable
Westhampton Beach Unified School District
340 Mill Road
West Hampton Beach NY 11978-2045

Start Date: 7/1/2023
Due Date: 7/31/2023

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
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Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	IEP- Direct, unlimited usage for internal employees	7/1/2023	6/30/2024	13396 Westhampton Beach Unified School District	\$20,497.58	\$20,497.58

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$20,497.58

TOTAL DUE \$20,497.58
by 7/31/2023



Matthew Parsons
631.335.5516
LivingArtAquariumsNY.com

May 27, 2023

Living Art Aquariums would like to provide aquarium services for The Westhampton School District for the 2023-2024 school year.

The Marine Lab at the high school contains a saltwater multi tank system, a freshwater multi tank system as well as several free standing aquariums.

Maintenance is required on all running systems to ensure they continue to operate as needed. We suggest an average of 3 hours per week, every week for the next 52 weeks for regular scheduled maintenance of operating systems, as well as 10 hours per year set aside for scheduled pump maintenance for a total of 166 hours.

We will be charging a flat rate of 90 dollars per hour for labor. For products that must be purchased through me, I can offer 15% markup above my cost.

We look forward to the opportunity!

Matt Parsons
Owner
Living Art Aquariums

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 1st of July 2023 between WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter the Company, and Matt Parsons, Owner Living Arts Aquarium hereinafter **the Contractor/Consultant**, whose mailing address is P.O. Box 654, East Quogue, New York 11942

The Contractor/Consultant and The Company **agree** as follows:

1. TERM

This agreement shall commence July 1, 2023 and terminate June 30, 2024

The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

The Company:

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach NY 11978

The Contractor/Consultant:

Matt Parsons, Owner of Living Arts Aquariums
P.O. Box 654
East Quogue, New York 11942

2. PAYMENT

In consideration of the services provided by The Contractor/Consultant to The Company, services shall be paid in the following manner: (please include rates by hours, session, or month according to the services being provided)

Flat rate of \$90 per hour of labor.

Products that must be purchased through the contractor are charged at 15% over cost.

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Fix all issues (equipment and plumbing) related to fish tanks in and around the wet lab. Prepare all aquarium systems for use by students: maintain all running systems.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts it's business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: _____

The Contractor/Consultant

Tax ID No.: 45-5515507

Date: _____

Westhampton Beach UFSD

By: _____

SCHOOL SERVICE AGREEMENT

This AGREEMENT, made this 1st day of July, 2023 by and between **Westhampton Beach UFSD**, party of the first part, and **NYSARC, Inc. Suffolk Chapter**, party of the second part, and having its principle place of business for the purpose of this AGREEMENT at 2900 Veterans Memorial Highway, Bohemia, New York 11716-1193.

WITNESSETH

The School Board is authorized by law, under section 4408 for the period 7/1/2023 - 8/31/2023 and under Section 4402-2B for the period 9/1/2023 - 6/30/2024 to contract with institutions within the State of New York for instruction of students with disabilities in those situations where the Board is unable to provide for the education of students with disabilities in special classes in the public schools, and

WHEREAS, the NYSARC Inc. - Suffolk Chapter, is a nonprofit institution operating special classes for students with disabilities.

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: As used herein, "School" means the NYSARC Inc. - Suffolk Chapter, located in Suffolk County, providing educational services to students with disabilities. "Board" means the Board of Education of **Westhampton Beach UFSD** or its designated representative. "School Year" means a 2 month program dated 7/1/2023 - 8/31/2023 and a 10 month program dated 9/1/2023 - 6/30/2024 and according to the School's calendar.

SECOND: The School will provide instruction and a facility during the school term for those students with disabilities listed in this AGREEMENT. Such education will be appropriate to the mental attainments

SCHOOL SERVICE AGREEMENT

and physical conditions of such students, and in accordance with the provisions relating to the eligibility of schools contained in the Regulations of the Commissioner.

THIRD: For the services to be rendered by the School to the Board under the terms of this AGREEMENT, the Board will pay the School the latest tuition rate approved by the State Education Department, Bureau of Special Program Review, for the education of each student for the 2 month program and the 10 month program of the 2023/2024 School Term. The School estimates that this rate for the 2 month program will be not less than the certified rate of \$8,881 and the rate for the 10 month program will be no less than certified rate of \$53,284. The total contract shall not exceed the approved rate x the number of students.

FOURTH: Payment under this AGREEMENT shall be accomplished by the School submitting invoices. The Board may request the School to use the District's own invoices if it supplies them with the signed contract. The School will bill monthly for tuition at the end of each month. Payment shall be made by the Board within 30 days of the invoice date.

FIFTH: All employees of the School shall be deemed employees of the School for all purposes and the School alone shall be responsible for their work, personal conduct, direction and compensation.

SIXTH: The Board reserves the right to add or delete a student from the list of students covered by the terms of the AGREEMENT at any time during the school term. Payment regarding such students will be pro-rated on the basis of the months or any portion of such final month of the school term completed.

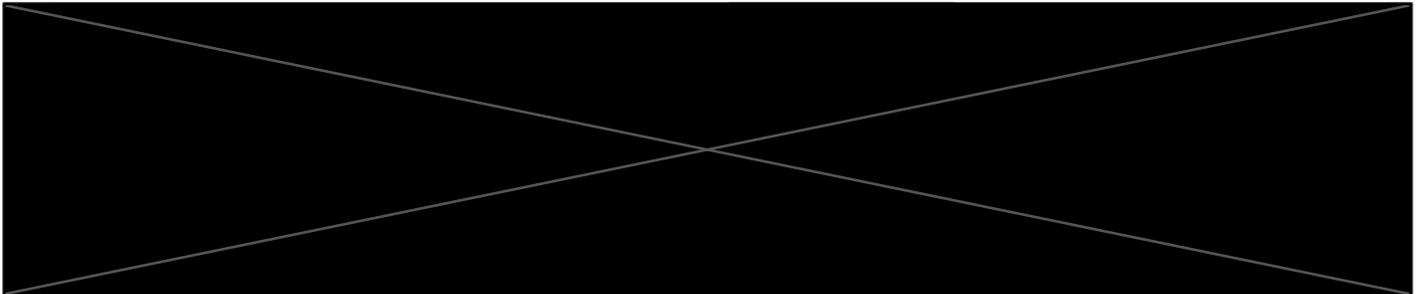
SCHOOL SERVICE AGREEMENT

SEVENTH: The School shall maintain monthly attendance records which shall be submitted at the request of the Board. If a student has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reasons for such absence.

EIGHTH: The School will obtain whatever releases or other legal documents are necessary in order that the School may render full and complete reports concerning the education and progress of the student or students covered by the terms of this AGREEMENT. The School will maintain yearly school progress reports to be submitted to the Board because of interest by the Board in the progress of the student or students covered by the terms of this AGREEMENT.

NINTH: This AGREEMENT shall take effect as of July 1, 2023 and terminate on June 30, 2024.

TENTH: The students for whom the School shall provide educational services for the 2023/2024 Term, and for whom all conditions of this AGREEMENT shall apply are as follows:



SCHOOL SERVICE AGREEMENT

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

BOARD OF EDUCATION OF:

WESTHAMPTON BEACH UFSD

BY: _____ TITLE: _____

NYSARC, Inc. - Suffolk Chapter

BY: Paul H. Torres Signature: 

TITLE: Chief Executive Officer

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

CSE/CPSE Responsibilities

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 3-6-2023

■ *Elizabeth Chappell*
 The Contractor/Consultant
 Tax ID No.: _____

Date: _____

 Westhampton Beach UFSD
 By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Consultation to PPS Dept

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

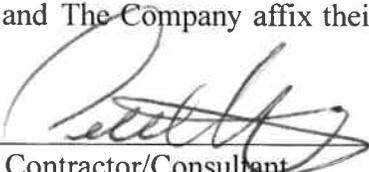
This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 4/25/2023



 The Contractor/Consultant


Date: _____

 Westhampton Beach UFSD
 By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the follow:

RN, LPN Nursing Services

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 5-23-23

Community Care Companions Inc.
The Contractor/Consultant


Date: _____

Westhampton Beach UFSD
By: _____



Community Care

HOME HEALTH SERVICES

2024 RATE SCHEDULE

RN Services	\$75 per hour
LPN Services	\$60 per hour



3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Translating + interpreting services
English to Spanish, Spanish to English

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 3/7/2023

Laura Orinable
 The Contractor/Consultant


Date: _____

 Westhampton Beach UFSD
 By: _____



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

RECEIVED

MAR 23 2023

Westhampton Beach UFSD
Pupil Personnel Services

General Terms and Conditions for Healthcare/Education Services

These **GENERAL TERMS AND CONDITIONS FOR HEALTHCARE/EDUCATION SERVICES** (hereinafter referred to as this "Agreement") is dated 7/1/2023, and is between **Health Source Group (HSG)** and **Westhampton Beach UFSD** ("Client") with address at **340 Mill Road, Westhampton Beach, NY 11978**.

Whereas, HSG is engaged in the business of recruitment and employment of professional health care personnel (hereinafter referred to as "HSG Professionals");

NOW, THEREFORE, for valuable consideration, HSG and client agree as follows:

1. **PROVISION OF SERVICES BY HSG.** HSG shall provide Client with the services of HSG Professionals in the categories and numbers and upon the terms agreed upon by HSG and Client. The name of each HSG Professional selected by Client, along with his or her assignment and specialty, shall be presented to HSG. HSG will perform due diligence to ensure professionals selected by Client are compliant as per New York State and Client specific guidelines. Client shall promptly provide to HSG any information reasonably requested by HSG to enable HSG to comply with such requirements.

2. **PROCEDURE FOR REQUESTING HSG PROFESSIONALS.**

2.1 **Client Request for HSG Professionals.** Upon the execution of this Agreement, Client shall furnish HSG with detailed specifications of the HSG Professional required, according to the HSG Professionals' respective specialties, number of HSG Professionals required and any other conditions and HSG shall endeavor to provide the HSG Professionals as requested.

2.2 **Processing of HSG Professionals.** After a HSG Professional is selected by Client and HSG has agreed to render services to Client by written notification, HSG shall arrange for each available HSG Professional to begin service with Client as per Client request. HSG shall provide the name of such HSG Professional, his or her assignment and specialty to Client. Client agrees to provide to each HSG Professional adequate orientation promptly following each HSG Professional's arrival at the workplace. HSG shall obtain worker's compensation, unemployment and malpractice insurance coverage for each HSG Professional.

3. **WORKING TERMS**

3.1 **Procedures; Facilities.** Each HSG Professional shall be required to perform his or her duties within the framework of normal working procedures of, and according to, the reasonable working schedules determined by Client. Client shall provide the HSG Professionals the same facilities as are available to Client's staff employees.



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

3.2 Relocation. If Client has more than one facility within its corporate group, Client undertakes not to relocate any HSG Professional to a different facility without the prior written consent of HSG.

3.3 Continuing Education. Client agrees to provide to each HSG Professional, as is necessary or appropriate for Client's facility, upon arrival of each HSG Professional, and any Client mandatory education classes.

3.4. Duties and Obligations of Client:

- A. If the Client is a school district, it is the sole responsibility of the school district to login to the nurse or HSG's Professional's TEACH account utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the NYSED.gov.
- B. Client shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services of Health Source Group's Professional(s). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Client will provide all supervision of the temporary staff Company furnishes.
- C. Should Client have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Client must notify HSG in writing within one business day from the time services were rendered. It is the responsibility of the Client to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Client. Failure to notify HSG within this time frame (1 days) shall be deemed an acceptance to pay HSG in full for services provided. Payments due to HSG shall not be contingent upon the Client's reimbursement from its Clients, Vendors, Partners or Associates.
- D. Cancellation: Client may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charged will be billed for lost shift wages.
- E. HSG shall make every reasonable effort to secure substitute Professional for Client should it become necessary.
- F. Orientation: Client shall be responsible for orienting new HSG personnel with the policy and procedures of Client. Client will be billed for the orientation.
- G. Client agrees not to directly or indirectly hire, or to use the services of any Professional assigned to it by HSG within one (1) year after the last date of the Professional's assignment. In the event Client either: (i) employs any Professional on a permanent or temporary basis, (ii) uses any Professional's services in a consulting or freelance capacity, or (iii) uses any Professional's services through another staffing agency, Client



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agrees to pay HSG liquidated damages of the higher of: (1) HSG's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate HSG for the introduction fee associated with the referral.

4. Rights of Discipline and Suspension. HSG may, in its sole discretion, discipline or terminate the services of an HSG Professional for any reason. Client may terminate the services of an HSG Professional for cause, and shall promptly convey to HSG the content of any written or verbal warnings or discipline given to any HSG Professional. HSG shall have the right, upon reasonable notice to Client, to review any HSG Professional's personnel files and Client's written policies and procedures as they apply to the HSG Professionals.

5. PAYMENT TERMS. HSG's current billing rates for HSG Professionals are set forth on Exhibit A to this Agreement, and are fixed for a period of twelve (12) months from the date of this Agreement. Client agrees to pay such rates for any HSG Professional who renders services to Client, within thirty (30) days after the date of each invoice. Client shall deliver by fax or courier to HSG on the first Tuesday succeeding each regular weekly payroll period the attendance report for each HSG Professional for such payroll period. Each invoice for work performed in any billing period shall be payable by Client in full, in accordance with the terms of payment provided for herein, without credit or offset whatsoever. Interest shall be payable on overdue invoices at a daily rate of the lesser of: (a) the highest rate permitted by law, or (b) one-and-three-quarters percent (1.75%) per month. **NOTE:** Client and HSG are in agreement in the event HSG nurse fails to punch in and/or out as will be designated; there will be a one hour deduction from nurse's payroll for said shift as penalty at client's discretion.

6. INDEMNITY. Client shall indemnify, hold harmless, and defend HSG and its' directors, officers, employees, and agents from all liabilities, loses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused, directly or indirectly, by or as a result of the performances of Client's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring in the workplace or while the HSG Professionals are under the direction or control of Client, HSG shall indemnify, hold harmless and defend Client and its' directors, officers, employees, and agents from all liabilities, losses, damages, claims or causes of action, and expenses connected therewith (including reasonable attorney's fees), caused directly or indirectly, by or as a result of the performance of HSG's or HSG Professionals' duties hereunder, but as to HSG Professionals, in connection with alleged acts or omissions occurring away from the workplace or while the HSG Professionals are under the direction or control of HSG.

7. LIMITATION OF LIABILITY. Client shall not be entitled to any compensation or damages from HSG if: HSG is unable to provide an HSG Professional as specified in the Agreement after using its' best efforts to do so; an HSG Professional engages in any conduct which entitles Client



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to suspend the HSG Professional; illness or personal tragedy (as substantiated by HSG) is suffered by an HSG Professional; an HSG Professional leaves his or her position with Client voluntarily for any reason or is dismissed by Client or HSG, or force majeure (as substantiated by HSG) prevents the performance of all or part of this agreement.

8. RESTRICTIONS ON RECRUITMENT. Client agrees not to recruit, directly or indirectly, any HSG Professional supplied by HSG during such HSG Professional's employment by HSG or during a twelve (12) month period after completion of an assignment, without (a) the prior written consent of HSG, which may be granted or withheld in the sole discretion of HSG, and (b) remitting to HSG a recruitment fee equivalent to twenty (25) % of Professional's annual salary for each HSG Professional.

9. TERM AND TERMINATION AGREEMENT.

9.1 Term. The term of this Agreement shall commence on the date hereof and shall continue in effect for a period of at least one (1) year. Thereafter, this Agreement shall remain in effect until terminated by either party upon at least ninety (90) days prior written notice to the other party. HSG reserves the right to adjust fees with thirty (30) days written notice.

9.2 Termination of Agreement. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be terminated in the event that: (a) a party shall become the subject of a proceeding under the United States Bankruptcy Code; make an assignment for the benefit of its creditors; assign its rights or obligations hereunder without the written consent (other than specifically provided for herein) of the other party; have a substantial portion of its assets subjected to a creditor's lien which is not removed within thirty (30) days after such party has notice of such lien or become imminent; or (b) Client fails to pay any invoice when due, and fails to cure such default within seven (7) days after written notice thereof. Client acknowledges that upon default by Client, HSG shall have no further obligation to furnish HSG Professionals to Client.

10. MISCELLANEOUS.

10.1 Assignability. Neither HSG nor Client may assign any of its rights, or delegate any of its duties hereunder, to any other party, by operation of law or otherwise, without the written consent of the other party, and any attempted assignment or delegation in violation of this Section shall be void.

10.2 Parties' Authority. Each party hereto represents and warrants that it is authorized to execute, deliver and perform this Agreement, and that all necessary corporate action has been taken and consents have been obtained.



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

10.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly performed in that jurisdiction.

10.4 Attorney's Fees and Costs. In the event of any litigation or arbitration commenced by any party to enforce or defend its rights under this Agreement, the prevailing party, in addition to all other relief, shall be entitled to reasonable attorney's fees.

10.5 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or a breach thereof shall be submitted to arbitration in New York, NY, in accordance with the rules and regulations of the American Arbitration Association then in effect. The decision of the arbitrators and the award of any damages shall be binding and conclusive on the parties.

10.6 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given.

10.7 Integration; No Waiver. This Agreement, together with all agreements, documents, and other instruments attached or to be attached hereto, set forth the entire understanding between the parties hereto with regard to the subject matter of this Agreement. No waiver shall be deemed to be made by any party hereto, and this Agreement shall not be changed or modified in any respect, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written.

HEALTH SOURCE GROUP

WESTHAMPTON BEACH UFSD

By: 

By: _____

Name: Danielle Nelson

Name: _____

Title: Executive Business Administrator

Title: _____

Date: 3/21/2023

Date: _____



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

RATES AND TERMS 2023-2024

RN - Health Office Coverage	\$64/HR
RN - Skilled Nursing Services for Special Needs Student	\$68/HR
RN – Field Trips/Overnight School Trips	\$68/HR
RN Visit - Dispense Meds	\$125 Per Visit
LPN	\$48/HR
CNA	\$31/HR
Paraprofessionals / Teacher's Aide	\$28/HR
Home Health Aides (HHA) / Personal Care Aide	\$28/HR
Teachers Assistant	\$33/HR
ABA (Certified)	\$150/HR
Proctor (Exams)	\$31/HR
Resource Room Teacher	\$62/HR
Social Worker	\$62/HR
Student Transportation (CNA/Para Only)	\$50/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$70/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$90/HR (1 Hour Minimum Each Way)



HEALTH SOURCE GROUP

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Suite 312
Hicksville, NY 11801

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There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) with the exception of therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse or HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

If the same nurse or HSG Professional works in the School District more than 40 hours in a week, HSG will bill 1.5 times the rates above to account for overtime.

In case of a student's unreported absence from a session the school district will be billed unless 2 hours advance notice of the student's absence is given to HSG.

CLINICAL STAFFING AGREEMENT

This Agreement (the “Agreement”) dated this _____ of _____ 2024, by and between Home Care Therapies LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions (“Horizon”) and West Hampton Beach UFSD and other related/affiliated organizations, corporations, or institutions hereinafter referred to as (“School”).

This Agreement shall commence on July 1, 2024 and will be reviewed annually. The contract shall remain in force during this review and can be terminated at accordance with the terms as specified in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. **Nature of Arrangement:** Horizon shall provide to School on an as-needed and as-requested basis, the full range of staffing services including Registered Nurses, Licensed Practical Nurses, Certified Nurse Assistants, Health Aides, and other clinical professionals hereinafter referred to as (“Clinicians”). Additional practitioners (and or other temporary staff) and associated rates can be added as an addendum to this contract with agreement by both parties.
2. **Duties and Obligations of Horizon:**
 - A. Provision of services: Horizon shall provide and furnish to School all services on an as-needed and as-requested basis.
 - B. Horizon shall have sole and direct responsibility for payment of wages and other compensation, reimbursement of expenses and compliance with federal, state and local tax withholding requirements pertaining to workman’s compensation, social security, unemployment and other insurance requirements and obligations imposed on employers with regard to its personnel, who shall be deemed to be employees solely of Horizon.
 - C. Horizon shall maintain records of FICA and federal and state tax withholding from personnel and allow School access to these records upon request. Under no circumstances shall any Horizon personnel be considered a direct employee, agent or servant of School while said individual is performing services pursuant to this Agreement.
 - D. Horizon warrants and represents that it has never been excluded from Medicare, Medicaid, or any federally funded health care benefit program.
 - E. Cooperation with School: Horizon agrees to cooperate and participate with School in any internal peer review, external audit systems and grievance procedures as may be established by School. Horizon further agrees to participate in School case conferences and continuing in-service education for Horizon’s Clinicians.
 - F. Neither Horizon nor its personnel shall share or accept any fee or gratuity from the patient or patient’s family for services provided pursuant to this Agreement.

Initial

- G. Horizon shall instruct its personnel that the patient's right to confidentiality must be respected and that no information concerning the patient shall be released to anyone without written permission of patient and School

In accordance with HIPAA Privacy Regulations issued December 20, 2000, Horizon will sign a "Business Associates Confidentiality Agreement" and require all Clinicians sent to School to sign a "Confidentiality Agreement". Copies of each employee's signed Confidentiality Agreement shall be provided to School.

- H. Horizon will meet the qualifications of School for Nurses defined as: All Nurses are asked to complete a skills checklist and submit their nursing license/current registration for verification (NYS Office of Professions) and Office of Inspector General (Exclusion Database); and professional references are checked. Horizon will also obtain for each Nurse sent to School a current physical assessment. In addition, Horizon agrees to check the NYS Nurse Aid Registry to ensure that the CNAs sent to School are eligible to work. We will insure the BLS CPR certification is current. All Horizon employees complete our Employment Eligibility Verification (Form I-9) and will maintain those files as is required by law. Horizon agrees to cooperate with the West Hampton Beach UFSD and will complete any necessary forms or procedures, all at no cost or expense to the School District, and to obtain the required fingerprinting (to comply with NYS SAVE legislation). All Horizon employees have had fingerprinting checks performed and been initially cleared to work in public schools as required by Education Law of New York State. It is, however, the sole responsibility of the West Hampton Beach UFSD to login to the nurse's TEACH account utilizing the nurse's social security number to both verify clearance and to register that specific nurse with your district through the NYSED.gov.
- I. Horizon in-service training includes, Fire & Safety, Infection Control, Non-Discrimination Regulations, HIPPA, and Confidentiality of HIV-related information pursuant to 10 NYCRR 63.9.
- J. All Horizon Clinicians will be issued an I.D. badge by Horizon.

3. **Duties and Obligations of School:**

- A. Notwithstanding any provision herein to the contrary, School remains responsible for ensuring that any service(s) provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules, and regulations 10NYCRR Section 400.4(a)(4).
- B. Purchaser shall establish the general objectives of the services to be provided as well as the administrative guidelines necessary for the performance of the services enumerated in paragraph (1). This shall include, but not be limited to, hours and days of work; and notice requirements related to practitioner absence or discontinuation. Purchaser will provide all supervision of the temporary staff Provider furnishes. Provider will make temporary staff aware of all applicable rules and regulations of the New York State Health Code as it relates to the laws regulating the operations of Purchaser School.
- C. Should Purchaser have a dispute or problem with the quality, content, or delivery of any aspect of the services provided that would in any way reduce payment for services provided, Purchaser must notify Provider within one business day from the time services were rendered. It is the responsibility of the

Purchaser to monitor, manage, and insure that the quality of the work provided by the temporary staff practitioners meets the standards of the Purchaser. Failure to notify Provider within this time frame (1 day) shall be deemed an acceptance to pay Provider in full for services provided. Payments due to Provider shall not be contingent upon the Purchaser's reimbursement from its providers.

- D. Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise a 50% charged will be billed for lost shift wages.
- E. Horizon shall make every reasonable effort to secure substitute Clinicians for School should it become necessary.
- F. Orientation: School shall be responsible for orienting new Horizon personnel with the policy and procedures of School. School will be billed for the orientation.
- G. School agrees not to directly or indirectly hire, or to use the services of any Clinician assigned to it by Horizon within one (1) year after the last date of the Clinician's assignment. In the event School either: (i) employs any Clinician on a permanent or temporary basis, (ii) uses any Clinician's services in a consulting or freelance capacity, or (iii) uses any Clinician's services through another staffing agency, School agrees to pay Horizon liquidated damages of the higher of: (1) Horizon's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate Horizon for the introduction fee associated with the referral.
- H. ****In the event one particular Horizon Staff person is utilized more than an accumulated 1200 hours through Horizon, Horizon will waive permanent placement fees if West Hampton Beach UFSD chooses to hire the individual directly.**

The permanent placement fees (temp to perm) below are to be paid by School District:

If West Hampton Beach UFSD decides to hire a Horizon Staff person furnished by Horizon, School agrees to pay:

25% of the Horizon staff person's annual salary if they are hired before the person has worked 0-400 hours;

15% of the Horizon staff person's annual salary if they are hired and the person has worked 401 - 800 hours;

10% of the Horizon staff person's annual salary if they are hired before the person has worked 801- 1200 hours;

0% of the Horizon staff person's annual salary if they are hired after the person has worked 1200 hours;

4. **Payment for Horizon Services:**

a. The following hourly rates will apply for all shifts.

Horizon bills 7.5 hours for each 8 hour shift worked.

RNs	\$72.00/hr. – health office coverage/field trips***
RNs	\$80.00/hr. – 1:1 (skilled nursing services for a special needs student)
RN	\$83.00/hr. - 1:1 (Specialty for a medically fragile student requires additional authorization) *
RN Overnight School trips	\$72.00/hr. – Day Hours (7:30 am – 8:30 pm) \$10.00/hr. – On-Call hours (8:30 pm – 7:30 am)
RN Visit (dispense meds)	\$150.00 per visit
Social Worker	\$68.00/hr.
BCBA- (Ph.D.)	\$150.00/hr. (One Hour Session)
LPNs	\$56.00/hr.
LPNs	\$64.00/hr. (skilled nursing services for a special needs student)
LPN	\$68.00/hr. – 1:1 (Specialty for medically fragile student(s) requires additional authorization) *
CNAs	\$35.00/hr. ****
Paraprofessionals	\$33.00/hr. ****
Home Health Aides (HHA)	\$35.00/hr.
Student Transportation RN ONLY	\$100.00 (1 hour minimum each way)**
Student Transportation LPN ONLY	\$90.00 (1-hour minimum each way)**
Student Transportation CNA/ Para ONLY	\$53.00 (2-hour minimum each way)**
Teacher's Aide- certified instructional	\$48.00/hr.

*Registered Nurse/ Licensed Practical Specialty requested for a student will need additional authorization.

** The West Hampton Beach UFSD will be responsible for arranging the transportation of the nurse back to her car after each leg of the assignment and the West Hampton Beach UFSD will be invoiced for the time it takes the nurse to transport the student from the home (or from the school) and then back to the nurse's vehicle.

***There is a 4-hour minimum per day for a clinical assignment(s) with the exception of therapy services. If the clinician works less than 4 hours in a day, Horizon will invoice school 4 hours at the above rate. Please refer to the attached rate schedule for additional terms of this agreement.

****Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

If the same Clinician works at a school more than 40 billable hours during any week, Horizon will bill 1.5 times the rates above to account for overtime.

Initial

Horizon's payment terms are: invoices are due upon receipt.

Invoices that remain unpaid for more than 30 (thirty) days shall accrue interest at the lesser of 1.5% per month or the highest rate permitted by law. **Upon receiving Horizon invoice, if School disputes any portion of the invoice, they must notify Horizon within ten (10) days of receipt. Failure to notify Horizon within this time frame shall be deemed acceptance to pay Horizon in full for the invoice.** Further, School shall provide Horizon with all supporting documentation upon which School is basing its dispute of the invoice. Such documentation shall be presented to Horizon within ten (10) days of invoice date. In no case shall any adjustment be made by School without such documentation and without written authorization by Horizon. Payments due Horizon shall not be contingent upon School's reimbursement from its providers

This Agreement shall be governed by the laws of the State of New York. It shall be at the sole discretion of Provider Healthcare as to the venue chosen to resolve any dispute(s) arising in connection with this Agreement; including, but not limited to utilizing the AMERICAN ARBITRATION ASSOCIATION (AAA) for binding arbitration in accordance with its Commercial Arbitration Rules, or any court of law. Such arbitration or litigation shall take place in Nassau County or in any other appropriate jurisdiction at the sole and exclusive discretion of Provider Healthcare. Judgment may be entered in any court of competent jurisdiction on any arbitration award rendered. All costs and expenses incurred by Provider Healthcare arising in connection with this Agreement for litigation, arbitration, and/or collection shall be borne by Purchaser.

The following holidays are billed at time and a half:

New Year's Day
 Martin Luther King
 Presidents' Day
 Easter Sunday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

- b. All time cards and "sign in / out" sheets (furnished by Horizon to Clinicians) from School *must* be submitted prior to **noon** on **Monday** via fax (516) 719-7373, and mailed to 20 Jerusalem Avenue, 3rd floor, Hicksville, NY, 11801. Horizon will bill using timesheets. Signature of School Nursing Supervisor will validate time sheet.
 - c. School will be notified in writing of any rate changes. Horizon will submit these rate changes with 30 (thirty) days' notice prior to rate change taking effect.
5. **Horizon Hours of Operation:** Horizon's hours of operation are Monday through Friday 7:30am through 6:30pm. Purchaser will have access to our 24 hour a day, 7 days a week on-call coordinator.

Initial

- 6. Both parties shall comply with access to records pursuant to 42C.F.R 420.300-304.
- 7. Horizon shall secure and maintain or cause to secure and maintain during the term of this agreement comprehensive general and professional liability insurance covering Horizon Clinicians providing minimum limits of liability as follows:

Comprehensive General Liability	\$1,000,000	per occurrence
	\$3,000,000	in the aggregate
 Professional Liability	 \$1,000,000	 per occurrence
	\$3,000,000	in the aggregate

Horizon will provide a copy of the Certificate of Insurance to **West Hampton Beach UFSD upon** request.

Both parties comply with Chapter V of Title 10 of the Official Compilation of Code, Rules and Regulation of the State of New York.

School retains a professional and administrative responsibility provision pursuant to 10 NYCRR 415.2 1 for obtaining services that meet professional standards and principles that apply to professionals providing services in School.

- 8. **Terms and Termination:**
Either party may terminate this agreement at any time with or without cause. Termination shall not relieve either party from obligations already incurred.

- 9. **Indemnification:**
School shall indemnify and hold Horizon, including as applicable, Horizon Group Companies (Horizon Healthcare Staffing Corp. & Home Care Therapies LLC, Horizon Staffing Solutions, Horizon Staffing Resources) owners, partners, directors, shareholders, officers, employees and temporary staff harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against Horizon as a direct consequence of School’s acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by School, its employees, agents or other parties under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

Horizon will indemnify and hold School, including as applicable, **West Hampton Beach UFSD** owners, partners, shareholders, directors, officers, employees and agents harmless from and against all claims, demands, costs, expenses, liabilities and losses including reasonable attorney fees which may result against School as a direct consequence of Horizon’s acts, omissions, or performance of this Agreement, or which arise out of any alleged malpractice, malfeasance or neglect caused by Horizon, its employees, or other parties

Initial

under its control or with whom it contracts in connection with the rendering or failure to render any service(s) to any person(s).

10. **Entire Agreement:**

This Agreement and the attachments hereto contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may be amended at any time by a written agreement signed by both parties.

11. **Non-discrimination:**

The parties hereto hereby agree that neither party hereto nor any contractor, subcontractor, nor any person acting on their behalf, shall in any manner unlawfully discriminate against any patient or other person on account of race, sex, age, creed, color, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation or ability to pay.

12. **Notices:**

All notices required or permitted shall be given in writing by actual delivery or by registered or certified US mail postage prepaid, or by recognized courier service. Notice shall be deemed given on the date of delivery or receipt. Notice shall be delivered or mailed to:

Horizon Healthcare Staffing
20 Jerusalem Avenue
3rd Floor
Hicksville, NY 11801

West Hampton Beach UFSD
340 Mill Road
West Hampton Beach, NY 11978

13. The parties' relationship is not exclusive. Either party may enter similar agreements with other entities provided that such arrangements do not prevent such party from fulfilling its obligations pursuant to this Agreement.

- 14. The parties hereto are independent entities. Nothing in this Agreement shall be deemed to create any relationship of joint venture, employer and employee, or principal and agent between Horizon and School. In performing services under this Agreement, Horizon is and will act at all times and in all respects as an independent contractor.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

Tina Longo, CVT 4/3/2023
 Tina Longo, CVT
 Director of Medical Services and Marketing
 Horizon Healthcare Staffing

 Print Name

 Date

 Signature

 Date



 Initial

Horizon
Healthcare
Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Hampton Beach UFSD are valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on West Hampton Beach UFSD approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2023-2024

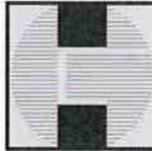
Registered Nurse (RN)	\$72.00 per hour	– Health Office / Trip
Registered Nurse (RN)	\$80.00 per hour	– 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$83.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$72.00 per hour	– Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	– On-Call hours (8:30 pm-7:30 am)
Registered Nurse Visit (dispense meds)	\$150.00 per hour	
Licensed Practical Nurse (LPN)	\$56.00 per hour	– Health Office / Trip
Licensed Practical Nurse (LPN)	\$64.00 per hour	– 1:1 (Skilled Nursing Services)
Licensed Practical Nurse (LPN) Specialty	\$68.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
Medical Assistant	\$47.00 per hour	
Certified Nursing Assistant (CNA)	\$35.00 per hour****	
Paraprofessional	\$33.00 per hour***	
Home Health Aide (HHA)	\$35.00 per hour	
Student Transportation ONLY-RN	\$100.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- LPN	\$90.00 per hour	(1.5 hour minimum each way) ***
Student Transportation ONLY- CNA/ PARA	\$53.00 per hour	(2.0 hour minimum each way) ***
School Psychologist (Ph.D)	\$150.00 per hour	
School Psychologist (MS)	\$90.00 per hour	
Social Worker	\$68.00 per hour	
BCBA – (BA)	\$80.00 per hour	
BCBA _ (MS)	\$105.00 per hour	
BCBA - (Ph.D)	\$150.00 per hour	
Registered Behavioral Technician (RBT)	\$55.00 per hour	
ABA Evaluations	\$140.00 per hour	(1- hour minimum)
Teacher’s Aide (certified)	\$48.000 per hour	
Teacher’s Aide (non-certified)	\$40.00 per hour	

* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

**This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.

***Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

Horizon
Healthcare
Staffing



Horizon Group

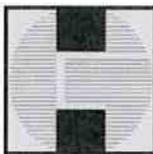
- If the same clinician works in the School District more than 40 hours in a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift: otherwise, a 50% charge will be billed for the lost shift wages.
- If a clinician must stay beyond the student's IEP / scheduled school hours, Horizon reserves the right to bill School District for the extra time involved.

Related Educational Services – Session Rates

Occupational and Physical Therapist	\$66.00	per thirty (30) minute individual session at one site.
	\$85.00	per group in a thirty (30) minute group session. [A group consists of up to three (3) students at one site] *
	\$210.00	per evaluation
CSE Consultation/ Meetings for OT, PT, ST	\$60.00	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$72.00	per group in a thirty (30) minute group session. A group consists of up to three (3) students at one site*
Speech Therapist	\$72.00	per thirty (30) minute individual session at one site
	\$92.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
Speech Therapist – Bi- Lingual	\$78.00	per thirty (30) minute individual session at one site
	\$92.00	per group in a thirty (30) minute session. A group consists of up to three (3) students.
	\$255.00	per evaluation
Prepare Reports/ Documentation	Billed at \$40 per half hour (prior school district authorization required)	

- Mandates of more than thirty (30) minutes will be prorated
- When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$110.00 per thirty (30) minute session.

Horizon
Healthcare
Staffing



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Hampton Beach UFSD are valid through June 30, 2024. The rate schedule is subject to yearly rate increases and will be based on West Hampton Beach UFSD for each subsequent year.

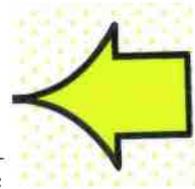
AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:


Tina Longo, CMT
Director of Medical Services and Marketing
Horizon Healthcare Staffing

Print Name (Authorized) Date

Signature Date



CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, between WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter the Company, and Elizabeth Scheiner-Hoppe, Licensed Behavior Analyst, PC, hereinafter the Contractor/Consultant, whose mailing address



The Contractor/Consultant and The Company agree as follows:

1. TERM

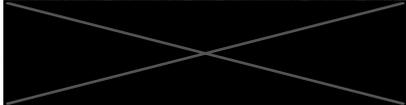
This agreement shall commence July 1, 2023 and terminate June 30, 2024. The agreement may be renewed at the option of The Company, up until the day that the original agreement herein expires. This agreement may be terminated by either party without the consent of the other party but only upon thirty (30) days notice. Such notice must be made in writing and sent first class mail to the following:

The Company:

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach NY 11978

The Contractor/Consultant:

Elizabeth Scheiner-Hoppe, Licensed Behavior Analyst, PC



2. PAYMENT

In consideration of the services provided by The Contractor/Consultant to The Company, services shall be paid in the following manner: (please include rates by hours, session, or month according to the services being provided)

Service	Rate
Consultation with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$127.00 per hour
Parent Training with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$127.00 per hour

Functional Behavior Assessment (Licensed Behavior Analyst/Board Certified Behavior Analyst) 6-8 hour assessment including a written report. If a behavior intervention plan is warranted an additional 6 hours is allocated.	\$127.00 per hour
Staff Training (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$127.00 per hour

The Contractor/Consultant will submit an invoice for services rendered on a bi-monthly basis and payment to The Contractor/Consultant shall be made within thirty (30) days from receipt of invoice from The Contractor/Consultant.

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

- i. Board Certified Behavior Analyst (BCBA) consultation services based on the student's IEP. Consultation shall include but not be limited to the following areas:
 1. Functional Behavior Assessments
 2. Behavior Intervention Plans
 3. Positive Behavior Interventions and Supports
 4. Staff Development
 5. Attendance at team meetings and/or CSE meetings
 6. The Contractor/Consultant's role with respect to the above-mentioned services shall be to provide the model for these services to classroom staff and to initiate the model's implementation, making adjustments where necessary.
- ii. Parent Training Services for families provided by a BCBA specializing in Autism Spectrum Disorders and/or varying developmental disabilities when requested by CSE. These parent training services include but shall not be limited to:

1. Activities of Daily Living
2. Social Skills
3. Generalization Skills
4. Principles of ABA

In establishing the board certified services herein specified, the Contractor/Consultant is acting as a central repository of certified, licensed and insured practitioners, who shall be free to exercise their own professional discretion as the means and manner in which these services are to be performed pursuant to New York Law. However, such performance shall be in accordance with currently approved methods and practices of their profession.

The Company retains final professional and administrative responsibility for any services rendered.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 4/16/2023

Eijabeth Scheiner-Hoppe
The Contractor/Consultant


Date: _____

Westhampton Beach UFSD
By: _____

SERENE HOME NURSING AGENCY
2023- 2024 WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT SERVICE AGREEMENT

THIS AGREEMENT made this 12th day of April, 2023 by and between the Westhampton Beach Union Free School District, as the part of the first part, having its principal place of business located at **340 Mill road, Westhampton Beach, N.Y. 11978**, and **SERENE HOME NURSING AGENCY** (hereinafter referred to as the "Service provider"), as the party of the second part, having its principal place of business for purposes of this agreement as **42 Academy Street Patchogue, NY 11772**.

WITNESSETH:

WHEREAS, the school is authorized to contract with individuals for the provision of nursing staffing services; and

WHEREAS, the service provider is licensed to provide private duty nursing services; and

WHEREAS, the school desires that the service provider provide private duty nursing and/or therapy services; and

WHEREAS, the service provider is capable of and willing to provide the within services to the school;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This agreement shall be in effect for the period of July 1, 2023, to June 30, 2024, unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES:**
 - a. The service provider shall provide the school with private duty nursing services on an as-needed and as-requested basis. The service provider acknowledges and agrees that it is responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State, and local statutes, rules, and regulations.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by the service providers to the school for the term of this Agreement, the school agrees to pay the service provider:

RN Assessment	\$189 per visit
RN School Nurse (up to 2 hours)	\$189.00
RN School Nurse (over 2 hours)	\$91.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$189.00
RN Private Duty Nurse (over 2 hours)	\$91.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$194.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$99.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$179.00
LPN Private Duty Nurse (over 2 hours)	\$74.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour

Occupational Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Aide Services (up to 6 hours)	\$210.00
Aide Services- per additional hour (over 6-hour base day)	\$35.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$225.00
CNA - per additional hour (over 6-hour base day)	\$37.00 per additional hour rounded up to next hour

4. INVOICE DUE ON MONTHLY BASIS:

- a. The service provider will submit an invoice for services rendered on a monthly basis, and payment to the service provider shall be made within thirty (30) days from receipt of the invoice from the service provider. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by the school, shall identify the names of the students who received services. The school shall give the service provider notice of any invoice dispute within fourteen (14) days of its receipt and reserves the right to withhold payment up to 30 days pending the resolution of the dispute.
- b. In the event of any breach of this Agreement by Westhampton Beach Union Free School District, including but not limited to the failure to make full and/or timely payments when due, Westhampton Beach Union Free School District, shall be obligated to pay and otherwise reimburse Serene for any and all fees, costs and expenses, including attorneys' fees and costs, which are incurred by Serene in enforcing any of the terms, conditions or provisions hereof.

5. INDEPENDENT CONTRACTOR: All employees of the service provider shall be deemed employees of the service provider for all purposes and the service provider alone shall be responsible for their work, personal conduct, direction, and compensation. The service provider acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the school. The service provider is retained by the school only for the purposes and to the extent set forth in this Agreement, and its relationship to the school shall, during the periods of its services hereunder, be that of an independent contractor. The service provider shall not be considered as having employee compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance or other similar employee benefit programs. Similarly, the service provider, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits of any nature including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The service provider shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the school and its employees.

6. CLIENT RESTRICTIONS: Client expressly warrants not making any hiring or retention of any nurse, home healthcare aide, healthcare professional, or other individual placed into the facility by Serene Home Nursing Agency. Client acknowledges the efforts retained by Serene Home Nursing Agency to hire, train, and supervise said healthcare professionals as well as Serene Home Nursing Agency's right to receive compensation. In the event Client shall during the period of this agreement, or any

renewals thereof or within one year following the termination of this agreement choose to retain the services of any sub-contractors or employees of Serene Home Nursing Agency, Client agrees to pay a fee to Serene Home Nursing Agency equal to 50% of the annual compensation (substantiated by averaged weekly payroll, annual payroll, or past annual payroll). This fee will be paid to Serene Home Nursing Agency prior to hiring the Serene Home Nursing Employee directly by Client.

7. EXPENSES OF SERVICE PROVIDER: The service provider shall be responsible for all costs and expenses incurred by the service provider that are incident to the performance of services for the school, including, but not limited to, all tools, all fees, fines, licenses, bonds, or taxes required of or imposed against the service provider and all other of the service provider's costs of doing business. The school shall not be responsible for any expenses incurred by the service provider in performing services for the school.

8. INCOME TAX DESIGNATION AND INDEMNIFICATION: The school shall not withhold from sums payable to the service provider under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The service provider agrees that any tax obligation of the service provider arising from the payments made under this Agreement will be the service provider's sole responsibility. The service provider will indemnify the school for any tax liability, interest and/or penalties imposed upon the school by any taxing authority based upon the school failure to withhold any amount from the payments for tax purposes.

9. RESPONSIBILITY FOR PAYMENT OF SERVICES:

No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. The service provider and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.

 - a. The school shall not incur any charges should the service provider, its employees and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the school shall not be responsible for payment of the fee(s) associated with such services. The school will endeavor to notify the service provider of a student's absence whenever practicable.

10. SCHOOL'S RIGHT TO EXAMINE ACCOUNTING RECORDS: The school shall have the right to examine any and all accounting records as they pertain to the services to be performed pursuant to this Agreement.

11. LICENSE AND AUTHORIZATION:
 - a. The service provider warrants that it is duly licensed and authorized to perform the services as described herein. The service provider warrants that it will provide the school with licensed and qualified individuals. The service provider further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. The service

provider shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders. Where applicable, the service provider agrees to submit to the school proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The service provider further agrees to complete and submit, upon request of the school, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of the school. The school reserves the right to reject the placement of any individual.

- b. The service provider shall certify that all nurses possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders and shall provide the school with a complete credential file including copies of all licenses, certification placement including documentation of appropriate licensure, current registration and/or certification and completed in-service training including, but not limited to, training in CPR, fire & safety, infection control, non-discrimination, HIPPA and confidentiality of HIV and AIDS related information pursuant to 10 NYCRR 63.9, for each service provider employee placement.
- c. The service provider warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid or any health care benefit program funded by the Federal government.
- d. The service provider shall ensure that each nurse provided to the school has completed a Skills Checklist, including a drug screening test, submittal of nursing license/certificate for verification (ASI), a resume reflecting at least one (1) year or more of nursing experience and at least three (3) professional references that have been thoroughly checked by the service provider prior to providing any services to the school. The service provider represents that each nurse that it sends to the school has taken and passed the Accredited NLN Nursing Exam, carries current malpractice insurance, BCLS/CPR and has submitted a completed Employment Eligibility Verification (Form I-9), and is eligible to work at the school.
- e. The service provider agrees to obtain and submit to the school a satisfactory Health Status Report including, but not limited to, vaccine titers for chicken pox, measles, mumps, rubella, and varicella and PPD testing/chest x-ray with appropriate follow-up.
- f. The service provider shall ensure that all personnel providing services for the school shall comply with all Personnel/Health Requirements pursuant to 10 NYCRR 415.26.
- g. The service provider shall make personnel available to the school for purposes of internal peer reviews, external audit systems, grievance procedures and any other purpose as required by the school.

12. ATTENDANCE RECORDS: The service provider shall maintain monthly attendance records which shall be submitted to the school at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance records shall indicate the reason for that absence.

13. REPORTS OF STUDENTS: The service provider will obtain whatever releases or other legal documents that are necessary in order that the service provider may render full and complete reports concerning the education and progress of the pupil(s) covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on the service provider. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.
14. REPORTS TO STATE: The service provider hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the school to terminate this Agreement. The service provider agrees to provide the State access to all relevant records which the State requires to determine either the service providers' or school's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under this Agreement. The service provider agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
15. REPORTS TO THE SCHOOL: The service provider hereby agrees to furnish written reports of each pupil's educational progress to the school. The service provider will render such reports to the school at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement and will render such additional reports as may be required by the school. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. The service providers shall provide such additional information concerning the pupil's progress as may be required by the school.
16. COMMISSIONER VISITS: The service provider shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
17. AUTHORIZATION OF SCHOOL: The service provider shall coordinate all services through the Pupil Personnel Services Office or any other authorized office of the school.
18. SCHOOL GROUNDS AND RULES: It is understood and agreed that while on school grounds, the service provider, its employees and/or agents shall obey all school rules and regulations and must follow all reasonable directives of the school administrators and employees.
19. PHOTO I.D.: The service provider shall furnish each individual providing service hereunder with a photo identification badge to be worn at all times while the individual is on site providing services to the school.

20. STUDENT REMOVAL: The school shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
21. STUDENT PRESCRIPTIONS: Where applicable, the school shall obtain all medical prescriptions from the parent/guardian of the students referred to the service provider. The school shall forward copies of these prescriptions to the service provider upon its written request.
22. TERMINATION NOTICE:
- a. This agreement may be terminated by the school upon seven (7) days' written notice to the service provider. In the event of such termination, the parties will adjust the accounts due and payable to the service providers for services rendered. The service provider will not incur any additional expenses upon receipt of the school's notification that the service provider's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the school must be completed by the service provider within thirty (30) days of the termination date.
 - b. This Agreement may be terminated by the school in the event of a material breach by the service provider, upon three (3) days' written notice from the school to the service provider.
23. NON-EXCLUSION FROM PROGRAM PARTICIPATION: The service provider represents and warrants that it, its employees and/or contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "Federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

In the event the service provider is excluded from participation or becomes otherwise ineligible to participate in any such program during the Term, the service provider will notify the school in writing within three (3) days after such event. Upon the occurrence of such an event, whether or not such notice is given to the service provider, the school reserves the right to immediately cease contracting with the service provider.

The service provider further represents and warrants it will, at a minimum, check monthly all of its employees and contractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system)
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list, and
- The New York State Department of Health's Office of the Medicaid Inspector General's List of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered, the service provider will notify the school in writing within three (3) days after such event.

Any employee or contractor found to be ineligible to participate in any such program during the Term of this Agreement will immediately cease services and be replaced with an eligible Service Provider.

24. CONFIDENTIALITY: The service provider, its employees and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. The service provider, its employees and/or agents shall not use, publish, discuss, disclose, or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The service provider further agrees that any information received by the service provider, its employees and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial or other affairs of the school, its employees and/or agents in full confidence and will not be revealed to any other persons, firms or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

25. HIPPA AND FERPA: Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

26. INSURANCE: the service provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the service provider and the school from claims set forth below for which the service provider may be legally liable, whether such operations be by the service provider or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the service provider hereby agrees to effectuate the naming of the school as an additional insured on service provider's insurance policies, with the exception of the workers' compensation, N.Y. State Disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming the school as an additional insured shall:
 - a. Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed for business in New York State.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the school, its Board, employees, and volunteers.
 - c. The school shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. The certificate of insurance must describe the specific services provided by the service provider that are covered by the commercial general liability policy and the umbrella policy.

- e. At the school's request, the service provider shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the service provider will provide a copy of the policy endorsements and forms.
- f. Required insurance:
 - 1. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.
 - 2. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and corporate officers are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- g. The service provider acknowledges that failure to obtain such insurance on behalf of the school constitutes a material breach of contract. The service provider is to provide the school with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the school to object to the contents of the certificate of the absence of same shall not be deemed a waiver or any and all rights held by the school.
- h. The school is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The service provider further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the school but also the NYSIR, as the school's insurer.
- i. In the event that any of the insurance coverage to be provided by the service provider contains a deductible, the service provider shall indemnify and hold the school harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the service provider.
- j. The service provider shall provide the school with evidence of the above insurance requirements upon execution of the within Agreement. The service provider further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the service provider to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the school sustains as a result of this breach. In addition, the service provider shall be responsible for the indemnification to the school of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
- k. Prior to commencement of its services, the service provider shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

27. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address

by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

Service Provider:

Serene Home Nursing Agency
42 Academy Street
Patchogue, NY 11772
ATTN: Kristi Manolias, Director of Admissions

School:

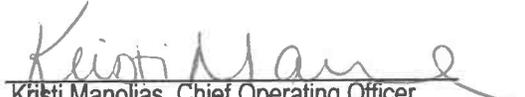
Westhampton Beach Union Free School District
340 Mill Road,
Westhampton Beach, NY
ATTN: MaryAnn Ambrosini, Ed.D., Director of Pupil Personnel Services

28. ASSIGNMENT OF AGREEMENT: The service provider shall not assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the school.
29. DISCRIMINATION: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, or disability.
30. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York.
31. SEVERABILITY: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
32. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between the school and the service provider and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of both parties.
33. AGREEMENT CONSTRUCTION: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
34. REPRESENTATIONS AND WARRANTIES: The service provider represents and warrants: 1) that the service provider has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that the service provider has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
35. AMENDMENT: This Agreement may be amended only in writing and signed by the parties.

36. NON-WAIVER: No action or failure to act by the service provider or the school shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
37. AUTHORIZATION TO ENTER AGREEMENT: The undersigned representative of the service provider hereby represents and warrants that the undersigned is an officer, director, or agent of the service provider with full legal rights, power, and authority to enter into this Agreement on behalf of the service provider and bind the service provider with respect to the obligations enforceable against the service provider in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day of April, 2023.

SERENE HOME NURSING AGENCY

By: 
Kristi Manolias, Chief Operating Officer

Date: 4/12/2023

Westhampton Beach Union Free School District

By: _____

Date: _____

**Supplemental Agreement between the
Westhampton Beach Union Free School District
and
Volz & Vigliotta, PLLC**

Supplemental Agreement dated this ___ day of _____, 2023 between Westhampton Beach Union Free School District (the “District”), located at 340 Mill Road Westhampton Beach, New York 11978 and Volz & Vigliotta, PLLC (the “Contractor”) located at 280 Smithtown Blvd., Nesconset, New York 11767.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the “Agreement”) whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d and 8 NYCRR 121.1; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d and 8 NYCRR Part 121 (hereinafter “Supplemental Agreement”).

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter “Regulations”).

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the Westhampton Beach Union Free School District.

b. “Third Party Contractor” shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, “Third Party Contractor” shall be synonymous with “Contractor” and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs.

- c. “Student” means any person attending or seeking to enroll in an Educational Agency.
- d. “Student Data” means Personally Identifiable Information of a “Student.”
- e. “Eligible Student” means a Student who is eighteen years or older.
- f. “Parent” means a parent, legal guardian, or personal in parental relation to a Student.
- g. “Building Principal” or “Principal” means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. “Classroom Teacher” or “Teacher” means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. “Teacher or Principal Data” means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. “Personally Identifiable Information” shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child’s personally identifiable information, as defined by Education Law §2-d. This document contains a summary of such rights.

- 1) A student’s personally identifiable information cannot be sold or released for any commercial purposes.

2) Parents/guardians have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach Union Free Central School District.

3) State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.

4) A complete list of all student data elements collected by New York State is available for review at the following website: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to:

Office of Information & Reporting Services
New York State Education Department
Room 863 EBA
89 Washington Avenue
Albany, NY 12234

5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Dr. Carolyn J. Probst
Superintendent of Schools
Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach, New York 11978
(631) 288-3800
Email: cprobst@whbschools.org

Or to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

6) Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:

- a. The exclusive purposes for which the student data or teacher or principal data will be used.
- b. How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or

teacher or principal data with, if any, will abide by data protection and security requirements.

- c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - d. If and how a parent/guardian, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
 - e. Where the student data or teacher or principal data will be stored, and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.
- 7) Third-party contractors are also required to:
- a. provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
 - b. limit internal access to education records to those individuals who have a legitimate educational interest in such records;
 - c. not use educational records for any other purpose than those explicitly authorized in the contract;
 - d. not disclose personally identifiable information to any other party
 - (i) without the prior written consent of the parent/guardian or eligible student; or
 - (ii) unless required by statute or court order and the third-party contractor provides a notice of the disclosure to the New York State Education Department, board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
 - f. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
 - g. notify the Westhampton Beach Union Free School District of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most

expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.

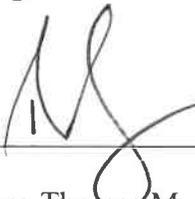
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Volz & Vigliotta, PLLC

Westhampton Beach Union Free School District

By:  _____

By: _____

Print Name: Thomas M. Volz

Print Name: _____

Title: Owner

Title: _____

Date: 5.22.23

Date: _____

WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

SCHEDULE - A (Certified Staff)
SCHEDULE - B (Civil Service)
SCHEDULE - C (Co-Curricular Appointments)

June 5, 2023

A - CERTIFIED STAFF

THE SUPERINTENDENT OF SCHOOLS RECOMMENDS ACCEPTANCE OF THE FOLLOWING IN ACCORDANCE WITH THE PROVISIONS OF EDUCATION LAW:

1. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Nicholas Attardi	MS PE/Health Teacher Leave Replacement	\$150/day	4/22/2023 - 6/23/2023

2. Resignation/Termination/Leave of Absence/Retirement/Excessed

NAME	POSITION	EFFECTIVE DATE	REASON
Kenneth Miller	MS PE/Health Teacher	4/17/2023 - 6/23/2023	Medical Leave of Absence

NEW APPOINTMENT LANGUAGE

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

**The reduced probationary period for prior tenure/substitute service is contingent upon his or her receipt and submission to the District of a composite APPR rating of effective or highly effective in his or her prior years of service in the current tenure area as substitute.

Date Submitted to the Board of Education: _____

B - CIVIL SERVICE STAFF

IN ACCORDANCE WITH THE PROVISIONS OF THE CIVIL SERVICE LAW, THE SUPERINTENDENT RECOMMENDS ACCEPTANCE OF THE FOLLOWING:

1. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATES
Hanna Schlosberg	HS Office Assistant	Step 1, \$35,850 (prorated)	6/6/2023

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2022-2023 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Emily Ingraffia	Uncertified Per Diem Substitute Teacher	\$110/day
Rebecca Capatosto	ES Summer Recreation/Academy Staff - Nurse	\$2,800
Anna Farlow	ES Summer Recreation/Academy Staff - Monitor	\$1,000
Andrea Gaynor	ES Summer Recreation/Academy Staff - Monitor	\$1,000
Louis Peruso	ES Summer Recreation/Academy Staff - Monitor	\$1,000
Sarah Fabian	ES Summer Recreation/Academy Staff - Kindergarten	\$1,800
Victoria Blydenburgh	ES Summer Recreation/Academy Staff - Kindergarten	\$1,800
Layne Walther	ES Summer Recreation/Academy Staff - 1st Grade Recreation	\$1,800
Jacquelyn DeCicco	ES Summer Recreation/Academy Staff - 1st Grade Recreation	\$1,800
Katherine Sheehan	ES Summer Recreation/Academy Staff - 2nd Grade Recreation	\$1,800
Danielle Kerr	ES Summer Recreation/Academy Staff - 2nd Grade Recreation	\$1,800
Alyssa Bertolino	ES Summer Recreation/Academy Staff - 3rd Grade Recreation	\$1,800
Erin Albanese	ES Summer Recreation/Academy Staff - 3rd Grade Recreation	\$1,800
Kristine Caronna-Delgiudice	ES Summer Recreation/Academy Staff - Computer Lab	\$1,800
Jillian Galovic	ES Summer Recreation/Academy Staff - Sports	\$1,800
Jenny Price	ES Summer Recreation/Academy Staff - Sports	\$1,800
Pamela Hubbard	ES Summer Recreation/Academy Staff - Game Room	\$1,800
Carol Braithwaite	ES Summer Recreation/Academy Staff - Game Room	\$1,800
Laurette Schaumloffel	ES Summer Recreation/Academy Staff - Art Room	\$1,800
Taylor Gallarello	ES Summer Recreation/Academy Staff - 4th-5th Grade Activity	\$1,800
Jessica Nicholson	ES Summer Recreation/Academy Staff - American Sign Language	\$900
Elizabeth Scott Pothier	ES Summer Recreation/Academy Staff - WSI	\$1,375
Elizabeth Knieriemen	ES Summer Recreation/Academy Staff - WSI	\$1,000
William Zaffuto	ES Summer Recreation/Academy Staff - WSI	\$1,000

Eleanor Kast	ES Summer Recreation/Academy Staff - WSI	\$1,375
Jack Santora	ES Summer Recreation/Academy Staff - WSI	\$1,000
Molly Skorobohaty	ES Summer Recreation/Academy Staff - Lifeguard	\$800
Riley Smith	ES Summer Recreation/Academy Staff - Lifeguard	\$800
Christine Mazura	ES Summer Recreation/Academy Staff - Special Education	\$2,710.92
Thomas O'Leary	ES Summer Recreation/Academy Staff - Kindergarten	\$2,710.92
Lauren Gomez	ES Summer Recreation/Academy Staff - 1st Grade	\$2,710.92
Heidi Kalmus	ES Summer Recreation/Academy Staff - 2nd Grade	\$2,710.92
Gabriella Thomasch	ES Summer Recreation/Academy Staff - 3rd Grade	\$2,710.92
Jill Stevens	ES Summer Recreation/Academy Staff - 4th-6th Grades/AIS Reading	\$2,710.92
Kerriane Beaver	ES Summer Recreation/Academy Staff - 4th Grade	\$2,710.92
Carson White	ES Summer Recreation/Academy Staff - 5th Grade	\$2,710.92
Caitlin Montpetit	ES Summer Recreation/Academy Staff - 6th Grade	\$2,710.92
Brooke Russell	ES Summer Recreation/Academy Staff - ENL	\$2,710.92
Yolanda Hollander	ES Summer Recreation/Academy Staff - 1st-3rd Grades/AIS Reading	\$2,710.92
Meaghan Moran	ES Summer Recreation/Academy Staff - Substitute	TBD
Kaleigh Locke	ES Summer Recreation/Academy Staff - Substitute	TBD
Diana Dautzenberg	Summer Special Education Testing - Speech	\$50.22/hour
Jennifer Cucinotta	Summer Special Education Testing - Educational	\$50.22/hour
Lauren Gomez	Summer Special Education Testing - Educational	\$50.22/hour
Kaleigh Locke	Summer Special Education Testing - Educational	\$50.22/hour
Allaine King	Summer Special Education Testing - Psychological	\$50.22/hour
Elizabeth Martrano	Summer Special Education Testing - Psychological	\$50.22/hour

Date Submitted to the Board of Education: _____

BOARD OPERATIONAL GOALS

The Board of Education, as a legally constituted body of elected representatives, bears the responsibility of setting policy for the school district. The Board acts in accordance with authority and responsibility vested in it by federal and state laws, rules, and regulations on behalf of the district's citizens.

By the establishment of operational goals and objectives, Board members establish standards by which the effectiveness of their operations may be measured. The effectiveness of internal operations and procedures may be enhanced by the development of specific goals, the adoption of policies in support of those goals, and the evaluation of results in relation to those goals.

It is generally advisable for boards to establish goals and objectives for school board operations. The effectiveness of internal operations and procedures may be increased by the careful and systematic development of goals and objectives, and the monitoring and evaluation of results.

The primary purpose of the development of goals for school board operations is the improvement of school board leadership. Ideally, Board members should become involved in the development of operational goals and objectives for the Board. These goals and objectives may be incorporated into the standards by which the members will evaluate their performance.

The Board's primary responsibility is to establish those purposes, programs and procedures which will best affect the educational achievement of the district's students. Principles of accountability demand that a school board must hold itself accountable for the fulfillment of school board responsibilities in order to expect accountability in school district staff.

The Board is ultimately responsible for the management of the school system, including the identification of educational needs, performance objectives to meet these needs, techniques to measure student achievement, the evaluation of teacher and administrative performance, and the dissemination of results and programs.

The Board, in consultation with the Superintendent of Schools, may establish goals concerning these policy-making and planning responsibilities, in an effort to formulate Board policies which best serve the educational interests of the students and provide the Superintendent with sufficient and adequate guidelines for implementation, and to provide leadership in order that the goals and objectives of the school system, as set forth by the Board, can be effectively carried out.

In sum, the Board shall apply its efforts to establishing and clarifying school district goals, weighing and adopting policies in support of those goals, and evaluating the results achieved in relation to those goals.

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The goals and objectives shall reflect the evaluation of the results achieved in relations to the previous year's goals. Specific concerns indicated by Board members and developed in conjunction with the Superintendent may also be addressed, and the Superintendent's educational objectives for the school year may also be reviewed.

In order to ensure that its operations support the schools in providing all students with a high-quality education, the Board of Education will meet annually to establish goals and to evaluate progress.

Adoption date: September 24, 2001

[Revision adopted:](#)

Deleted: hereby establishes as its goals

Deleted: :

Deleted: 1. → to work closely with the community to ensure that Board actions and performance take into consideration the concerns and aspirations of the community;¶
2. → to interpret the educational needs and aspirations of the community, and to meet them through the formulation of policies that stimulate the learner and the learning process;¶
3. → to ensure that the school district is being managed in accordance with Board policy;¶
4. → to provide leadership in order that the goals and objectives of the school district (as set forth in the Board's policy manual) can be effectively carried out;¶
5. → to maintain communication with the various publics served by the schools;¶
6. → to identify the educational and technological needs of the community and industry, and to transform such needs into programs aimed at stimulating students and preparing them for future careers;¶
7. → to employ a Superintendent of Schools capable of ensuring that the district maintains its position as an outstanding school system, and that school personnel carry out the policies of the Board with energy and dedication;¶
8. → to provide leadership in order that goals and objectives of the district, as set forth by the Board, can be effectively carried out. Board action should be confined to policy-making, planning and appraisal with the Board delegating authority to the Superintendent for the implementation of policies;¶
9. → to evaluate the Board's performance in relation to these goals, and to establish and clarify policies based upon the results of such evaluation; and ¶
10. → to authorize development of the data appropriate for the management functions of planning, evaluating organizing, controlling, and executing.¶

SCHOOL BOARD POWERS AND DUTIES REGULATION

School Visits by Individual Board Members and by Board Committee

It is the duty of the Board to inspect schools annually through a formal walkthrough with administration.

Members of the Board of Education must recognize that their presence in the schools may be subject to a variety of interpretations by school employees. Therefore, individual Board members interested in visiting schools will inform the Superintendent of Schools of such visits and make arrangements for visitations through the Building Principals of the various schools. Board members will indicate to the Principal the reason(s) for the visit if other than general interest. Official visits by Board members will be carried on only under Board authorization. Unless provided with authority of the Board to represent the Board, individual Board members have no more authority than other individual citizens. Such visits will be regarded as informal expressions of interest in school affairs.

When a Board member makes such a visit to a district school, he/she must notify the Principal upon entering the building. Prior to such a visit, the Board member will contact the Superintendent as they may either add some suggestions to make the Board member's visit more meaningful or notify other Board members who might also like to observe a school program. Concerns or opinions related to the educational program in individual school buildings shall be directed to the Superintendent.

Access to Personnel Files

A member of the Board may review employee personnel records provided that:

1. the Superintendent is requested in advance to present the file at a regularly scheduled open meeting of the Board;
2. the file is reviewed during an Executive Session in the presence of a majority of the Board;
3. the personnel records are returned in their entirety to the Superintendent at the conclusion of the Executive Session; and
4. no reproduction of the records is made and no written notes are taken of the contents of employee personnel records.

The information contained in such records shall only be used by the Board for the purpose of aiding Board members in decisions regarding personnel employment matters, such as appointments, assignments, promotions, demotions, remuneration, discipline or dismissal; development and implementation of personnel policies; or such other uses as are necessary to enable the Board to carry out its legal responsibilities.

Cross-ref: 9160, Personnel Records

Ref: Education Law §§1604; 1604--a; 1701; 1708; 1709; 1710
8 NYCRR, Part 84
Gustin v. Joiner, 95 Misc. 2d 277 (1978), *aff'd* 68 AD2d 880 (1978)
Matter of Bruno, 4 EDR 14 (1964)

Adoption date: September 24, 2001

Revision adopted:

Moved (insertion) [1]

Deleted: appoint a committee of Board members to

Deleted: and report its findings to the Board at its next meeting

Deleted: and not as "inspections" or visits for supervisory or administrative purposes

Moved up [1]: It is the duty of the Board to appoint a committee of Board members to inspect schools annually and report its findings to the Board at its next meeting.

ACCESS TO BUILDINGS

The following school officials shall have keys and/or key cards to access the school buildings:

- The Board of Education President, if requested
- The Board of Education Vice President, if requested
- The Superintendent of Schools
- The Assistant Superintendent for Personnel & Instruction
- The Assistant Superintendent for Business
- The High School Principal
- The Middle School Principal
- The Elementary School Principal
- The [Ass't Plant Facilities Director](#)
- The Athletic Director
- The Custodians
- The Coaches (in season only)
- The [Network Systems Administrator](#)
- The Network and Systems Technicians
- Others as designated by the Superintendent of Schools

Deleted: Superintendent of Buildings and Grounds

Deleted: Director of Technology

[All Board of Education trustees shall have key card access to the District Office.](#)

The Superintendent of Schools is responsible to regulate access to all buildings.

Cross-ref: 8135, Safe Schools

Adoption date: March 25, 2002

Revision adopted: March 21, 2005

Revision adopted: December 6, 2010

[Revision adopted:](#)