

Westhampton Beach

Home of the Hurricanes  School District

AGENDA

TYPE: Board Meeting

DATE: 9/18/2023 **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

4. PUBLIC PARTICIPATION

- | | | |
|----|--|------|
| 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 August 21, 2023 Board of Education meeting | Action |
|----|---|--------|

6. SPECIAL EDUCATION

- | | | |
|----|--|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 8/21, 8/28, 8/30, 8/31, 9/5, 9/6, 9/8 and CPSE 8/22. | Action |
|----|--|--------|

7. FINANCIALS

- | | | |
|----|--|--------|
| 1. | Budget Status Report as of June 30, 2023 | Action |
| 2. | Revenue Status Report as of June 2023 | Action |
| 3. | Trial Balances as of June 2023 | Action |
| 4. | Budgetary Transfer Report June 2023 | Action |
| 5. | Audited and Paid Claims 0001-0047 | Action |

8. SUPERINTENDENT'S REPORT

- | | | |
|----|---|--------|
| 1. | Resolution to adopt the Internal Auditor's Risk Assessment Update Report dated August 21, 2023 | Action |
| 2. | Approval of seven (7) Budget Transfers | Action |
| 3. | Resolution authorizing the execution of a consulting agreement with Imagine Learning for the 2023/24 school year | Action |
| 4. | Resolution authorizing the execution of a Driver's Education agreement for the 2023-24 school year | Action |
| 5. | Resolution authorizing the execution of a Health Services contract with the Lawrence Public School District for the 2022-23 school year | Action |
| 6. | Resolution authorizing the execution of a special education services contract with Wainscott Common School District for the 2023/24 school year | Action |
| 7. | Resolution authorizing the execution of a special education services contract with Sag Harbor School District for the 2023/24 school year | Action |
| 8. | Resolution authorizing the execution of a Memorandum of Agreement with the WHB Teachers Association | Action |
| 9. | Authorization for Annual Herbicide Application for the 2023/24 School Year | Action |

10. Surplus Request - Refrigerator & AED Action

9. PERSONNEL

1. Salary adjustment/HS Phys Ed/Perm Sub Teacher Action
2. Retirement/ES Speech Teacher Action
3. Retirement Revision/HS Social Studies Teacher Action
4. Resignation/ES Permanent Substitute Teacher Action
5. Resignation/ES Monitor Action
6. Appointment/ES-MS Assistant Principal Leave Replacement Action
7. Appointment/MS 0.2 FTE STEM Workshop Action
8. Appointment/HS Additional Sections Special Education Classes Action
9. Appointment/ES, MS, HS Co-Curricular Advisorships Action
10. Appointment/HS Permanent Substitute Teachers Action
11. Appointment/ES Permanent Substitute Teachers Action
12. Appointment/MS Team Leaders Action
13. Appointment/Coaching Recommendation Action
14. Appointment/Substitutes Action

10. REPORTS

1. Postings Info

11. OLD BUSINESS**12. NEW BUSINESS****13. EXECUTIVE SESSION****14. ADJOURNMENT**

August 21, 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 Library, on August 21, 2023.

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

Also Present: Carolyn J. Probst, Superintendent of Schools; William Fisher, Assistant Superintendent for Personnel & Instruction and Jacqueline I. Pirro, Assistant Superintendent for Business and 5 attendees.

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

The pledge was conducted.

PUBLIC PARTICIPATION

There was no public participation.

APPROVAL OF MINUTES

On motion of Ms. Wright, second by Ms. Donneson, the minutes of the July 11, 2023 Reorganizational Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the CSE recommendations from meeting dates 7/19, 7/20, 7/24, 7/25, 7/26, 8/07 and CPSE 6/23 & 8/03, and the authorization of funds to implement the special education programs and services consistent with such recommendations, to be and hereby are approved.

Vote: Yes 7 No 0

FINANCIAL REPORTS

On motion of Ms. Wright, second by Ms. Lanni-Hewitt, the following reports for the 2022/23 school year, to be and hereby are approved:

Report	Dates
Extraclass Activities ES	April - June
Extraclass Activities MS	Feb - June
Extraclass Activities HS	May - June
Budget Transfer Report	May 2023
Treasurers Reports/Scholarships/Collateral	May & June
Audited and Paid Claims	0221-0250; 0001-0025
Revenue Status Report	May 31, 2023
Trial Balance Report	May 31, 2023
Budget Status Report	May 31, 2023

Vote: Yes 7 No 0

DONATION

On motion of Mr. Kast, second by Mr. Stevens, the donation of \$5,000 from Eli Manning for our football program in accordance with the NFL Foundation's player matching youth football grant program, to be and hereby is accepted.

Vote: Yes 7 No 0

TEXTBOOK ADOPTION

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the adoption of the following textbook, to be and hereby is approved:

My World Interactive: World History Early Ages
Karpiel, Sabato and Yell, Authors
Savvas Learning Company, Publisher
2019 Edition

Vote: Yes 7 No 0

BID AWARD – MUSICAL INSTRUMENTS & EQUIPMENT

On motion of Mr. Stevens, second by Mr. Kast, the recommendation to award the musical instruments & equipment bid to Sweetwater Sound, LLC and Wenger Corporation for the items for which they were the lowest bidder, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

BID EXTENSION

On motion of Mr. Stevens, second by Ms. Donneson, the recommendation to extend the School Field Maintenance bid with Turf Brothers for the 2023/24 school year at the current pricing, to be and hereby is approved.

Vote: Yes 7 No 0

SURPLUS – ELEMENTARY SCHOOL TEXTBOOKS

On motion of Ms. Wright, second by Ms. Lanni-Hewitt, the request to surplus the following Elementary School textbooks, to be and hereby is approved:

Quantity	Title	ISBN#
35	Wonders McGraw Hill 2013 Edition Grade 2	978-0-02-118866-6
1	Wonders McGraw Hill 2013 Edition Teacher's Edition Set 1-6 Grade 2	978-0-02-119790

Vote: Yes 7 No 0

SURPLUS – TECHNOLOGY EQUIPMENT

On motion of Mr. Kast, second by Ms. Wright, the request to surplus technology equipment which has been replaced with new equipment or is no longer functional, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

BUDGET TRANSFERS

On motion of Mr. Stevens, second by Mr. Kast, the following eight (8) budget transfers, as submitted, to be and hereby are approved:

1.

From	To	Amount
9060.800.00.05	9060.153.00.05	\$1,223,422

2.

From	To	Amount
2110.130.00.01	various non-instructional salary codes	\$138,913

3.

From	To	Amount
2110.130.00.02	various instructional salary codes	\$359,806
2250.150.00.02		

4.

From	To	Amount
2250.490.00.08	9711.710.00.05	\$140,000

5.

From	To	Amount
A2250.490.00.08	A1621.490.05.00	\$33,000

6.

From	To	Amount
A5540.491.00.05	A5540.490.00.05	\$222,000
A2250.490.00.08		

7.

From	To	Amount
2110.480.02.03	2110.480.11.03	\$458.34

8.

From	To	Amount
A9020.800.00.05	A1420.400.00.05	\$50,000

Vote: Yes 7 No 0

FINAL SHARED SERVICES CONTRACT WITH BOCES

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution approving the final Shared Services Contract with Eastern Suffolk BOCES for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

TEACH BETTER

On motion of Mr. Stevens, second by Ms. Wright, the resolution authorizing the execution of a professional development contract with Teach Better for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

NY THERAPY PLACEMENT SERVICES CONTRACT

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of a contract with New York Therapy Placement Services, Inc. for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

NESCA CONTRACT

On motion of Mr. Stevens, second by Mr. Kast, the resolution authorizing the execution of a contract with NESCA for OT services for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

REMSENBURG/SPEONK CONTRACT

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the execution of a contract with the Remsenburg/Speonk School District for special education services for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

HOME TUTORING AGREEMENTS

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the execution of five (5) home tutoring agreements with the following agencies for the 2023/24 school year, as submitted, to be and hereby is adopted:

Education at Mather
Hope for Youth
Fullmind (formerly iTutor)
Out East Therapy
St. James Tutoring

Vote: Yes 7 No 0

TEACHER CENTER CONTRACT

On motion of Ms. Donneson, second by Mr. Stevens, the resolution authorizing the Board of Education President to execute a contract with Rachele Bongiovi for a Teacher Center of the Western Hamptons class, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

TEACHERS' ASSOCIATION MOA – COACHING POSITIONS

On motion of Ms. Donneson, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of a Memorandum of Agreement with the Teachers' Association, for the following additional coaching positions for the 2023/24 school year, as submitted, to be and hereby is adopted:

Varsity Wrestling Assistant Coach
Varsity Basketball Assistant Coach – Girls
Varsity Basketball Assistant Coach – Boys
Varsity Volleyball Assistant Coach – Girls
Varsity Volleyball Assistant Coach – Boys

Vote: Yes 7 No 0

GERALDINE NIGG

On motion of Mr. Stevens, second by Mr. Kast, the resignation of Geraldine Nigg from her position as a HS Senior Office Assistant for the purpose of retirement, with her last day of employment to be October 27, 2023 and her retirement to be effective October 30, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

LILLIAN MARTIN

On motion of Ms. Donneson, second by Mr. Kast, the resignation of MS Monitor, Lillian Martin, for the purpose of retirement, with her last day of employment to be March 13, 2023 and her retirement to be effective March 14, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

MARYKATE HILL

On motion of Ms. Donneson, second by Mr. Kast, the request from Marykate Hill for a Childcare Leave of Absence beginning on or about October 2, 2023 through December 22, 2023, using 27 sick days and 3 personal days followed by six weeks of FMLA, returning to her position January 2, 2024, to be and hereby is approved.

Vote: Yes 7 No 0

MEGAN LOCANTORE

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the request from Megan Locantore for an extension of her intermittent FMLA and return to her position September 18, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

DORENE MONGIELLO

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Dorene Mongiello from her position as a MS Science Teacher, effective August 18, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

DANA MESTER

On motion of Ms. Wright, second by Ms. Arrasate, the resignation of Dana Mester from her position as a HS Foreign Language Teacher, effective August 4, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

PETER DETORE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resignation of Peter DeTore from his position as a 0.7 FTE HS Physical Education Teacher as well as his coaching positions, effective August 4, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

RICHARD MEDINA

On motion of Ms. Donneson, second by Mr. Kast, the appointment of Richard Medina as a HS Foreign Language Teacher, effective September 5, 2023, with a three-year probationary period through August 31, 2026, in the tenure area of Foreign Language, at Step 7G, MA+30, \$84,046, to be and hereby is approved.

Vote: Yes 7 No 0

JOSEPH MCERLEAN

On motion of Ms. Wright, second by Ms. Donneson, the appointment of Joseph McErlean as a MS Science Teacher, effective September 5, 2023, with a three-year probationary period through August 31, 2026, in the tenure area of Science, at Step 13D, MA, \$95,812, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

JAKOB RESTREPO-BONET

On motion of Mr. Kast, second by Ms. Donneson, the appointment of Jakob Restrepo-Bonet as a .8 Physical Education Teacher, effective September 5, 2023 through June 30, 2024, at Step 1B, BA+15, \$54,524 (prorated), and as a 0.2 FTE Permanent Substitute at \$150/day (prorated), pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

EMILY ISSELBACHER

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the modification of the appointment of Emily Isselbacher to a 1.0 FTE HS Special Education Teacher, effective September 5, 2023, with a four-year probationary period through August 31, 2027 in the tenure area of Special Education, at Step 2G, MA+30, \$69,710, to be and hereby is approved.

Vote: Yes 7 No 0

ASHLEY SIGERSON

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Ashley Sigerson as a HS English Leave Replacement Teacher, at Step 1A, BA, at a salary of \$51,877 (prorated), beginning September 1, 2022 through November 22, 2022, pending receipt of official transcripts, to be and hereby is approved.

Vote: Yes 7 No 0

EMILY BEHR

On motion of Ms. Wright, second by Ms. Arrasate, the appointment of Emily Behr as a HS ENL Leave Replacement Teacher, effective September 19, 2023 through November 9, 2023 at a rate of \$150/day and as a MS Perm Sub effective November 13, 2023 through June 7, 2024 at a rate of \$150/day, to be and hereby is approved.

Vote: Yes 7 No 0

ANTONIA OBARA

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the appointment of Antonia Obara as a MS/HS ENL Leave Replacement Teacher, effective September 5, 2023 through November 21, 2023 at Step 1D, MA, \$61,409 (prorated), to be and hereby is approved.

Vote: Yes 7 No 0

DIANA DAUTZENBERG

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Diana Dautzenberg as a 0.8 FTE Speech Therapist, effective September 5, 2023 through June 30, 2024 at Step 3D, MA, \$67,144 (prorated), to be and hereby is approved.

Vote: Yes 7 No 0

YOLANDA HOLLANDER

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the appointment of Yolanda Hollander for the following ES positions for the 2023/24 school year, to be and hereby is approved:

Effective Dates	Position	Salary
9/5/23 – 6/26/24	0.4 FTE Reading/RTI Teacher	Step 3D, MA, \$67,144 (prorated)
9/5 – 9/22/23 & 6/10 – 6/26/24	Permanent Substitute	4.25 hrs at \$150/day (prorated)
9/26/23 – 6/7/24	Title Teacher	4.25 hrs at \$30/hr.

Vote: Yes 7 No 0

CYNTHIA HART

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the appointment of Cynthia Hart to an additional 0.2 FTE MS Gr 6 Writing Support section for the 2023/24 school year, to be and hereby is approved.

Vote: Yes 7 No 0

STEPHANIE SUNDERMAN

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Stephanie Sunderman as an ES Teacher Aide effective September 5, 2023, at a salary of \$21,500, with a twenty-six week probation period through March 22, 2024, as per Civil Service Rules & Regulations, to be and hereby is approved.

Vote: Yes 7 No 0

FALLON SCHMIDT

On motion of Ms. Donneson, second by Ms. Lanni-Hewitt, the appointment of Fallon Schmidt as a MS Permanent Substitute Teacher effective September 26, 2023 through June 7, 2024, at \$150/day, to be and hereby is approved.

Vote: Yes 7 No 0

ADDITIONAL SECTIONS

On motion of Mr. Kast, second by Mr. Stevens, the appointment of the following teachers to additional class sections for the 2023/24 school year, to be and hereby are approved:

Amy Demchak-Connell 0.2 FTE Business Management
Danielle Bergh 0.2 FTE Marine Science
Samantha Zegel 0.2 FTE Introduction to Science Research
Rebecca Sullivan 0.2 FTE ENL English 11

Vote: Yes 7 No 0

ADDITIONAL SPANISH LEAVE SECTIONS

On motion of Ms. Arrasate, second by Mr. Stevens, the appointment of the following teachers to additional 0.2 FTE Spanish leave sections from September 5 through November 3, 2023, to be and hereby are approved:

Adriana Sedano
Lisa Legatolla
Monica VanEssendelft
Denizzie Kearns
Richard Medina

Vote: Yes 7 No 0

INSTRUCTIONAL COORDINATORS

On motion of Ms. Lanni-Hewitt, second by Ms. Arrasate, the appointment of the following teachers as Instructional Coordinators for the 2023/24 school year, to be and hereby are approved:

English	Melissa Tunstead
ENL	Monica VanEssendelft
Special Education	Joanne Williams
Music	Shaun Johnson
Science	Dianna Berry Gobler

Vote: Yes 7 No 0

WE CARE DIRECTOR

On motion of Mr. Stevens, second by Mr. Kast, the appointment of Sandora Mazzella as the ES We Care Director for the 2023/24 school year at \$22/hr., to be and hereby is approved.

Vote: Yes 7 No 0

HOME TUTORS/PROCTORS

On motion of Ms. Wright, second by Mr. Stevens, the appointment of the following as home tutors/proctors for the 2023/24 school year, to be and hereby are approved:

Gretchen Jellett (returning)
Dennis Treubig (returning)
General Education Teachers (District Employees)
Special Education Teachers (District Employees)

Vote: Yes 7 No 0

SANDRA TUCCI

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the provisional appointment of Sandra Tucci as a MS Office Assistant, effective September 1, 2023 at Step 1, \$36,388 (prorated), to be and hereby is approved.

Vote: Yes 7 No 0

ANTHONY MARTINO

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the following actions, to be and hereby are approved:

1. Resolution to create the Civil Service position of Director of Facilities III
2. Resignation of Anthony Martino from his Assistant Plant Facilities Administrator position effective August 21, 2023
3. Appointment of Anthony Martino as Director of Facilities III effective August 22, 2023, with a twelve-week probationary period through November 9, 2023 as per Civil Service Rules & Regulations, with his annual salary and compensation remaining the same

Vote: Yes 7 No 0

COACHING APPOINTMENTS

On motion of Mr. Stevens, second by Ms. Lanni-Hewitt, the following fall coaching appointments, to be and hereby are approved:

Sport	Level	Coach	Step	Salary
Boys Soccer	JV	Louis DiPasquale	1	\$5,500.76
Cheerleading	Var	Alexa Bennett-Rosman	1	\$4,638.78
Girls Volleyball	JV	Lauren Lorifice	1	\$5,156.95
Girls Soccer	MS	Fallon Schmidt	1	\$4,193.37
Girls Soccer	JV	Jakob Restrepo-Bonet	1	\$5,500.76

Vote: Yes 7 No 0

SUBSTITUTES

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

SUBSTITUTE TEACHERS

Frederick Bowman
 Jody Geib
 Emily Hilbert
 Emily Ingraffia
 Perry Jacobs
 Elaine Kelsey
 Allan Labbe
 Deborah LoGelfo
 Barbara Mims
 Jessica Nicholson
 Susan Rosenberg

Bernadette Ryan
 James Schulz
 Katherine Sheehan
 Gabriella Thomasch
 Zachary Zieniewicz

SUBSTITUTE PROCTORS

Catharine Nobiletti
 Dale Quinn

SUBSTITUTE CLERICAL, NURSES, AIDES, GUARDS, CUSTODIAL, MONITORS, FSW:

Theresa DiResta - Clerical
 Jane O'Sullivan – Clerical/Teacher Aide
 Thomas Barnes – Monitor
 Sarah Fabian – Monitor
 Joseph Camelliri - Custodial
 Cathleen Cahill – Nurse RN
 Rebecca Capatosto – Nurse RN
 Danielle Polanish – Nurse LPN

Vote: Yes 7 No 0

GINA NOTO

On motion of Ms. Arrasate, second by Mr. Kast, the appointment of Gina Noto as an ES Monitor, effective September 5, 2023 at \$15/hr. to be and hereby is approved.

Vote: Yes 7 No 0

KRISTY GANGE

On motion of Mr. Stevens, second by Ms. Donneson, the appointment of Kristy Gange as an ES Perm Sub, effective September 26, 2023 through June 7, 2024 at \$150/day, to be and hereby is approved.

Vote: Yes 7 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda

NEW BUSINESS - BOARD POLICIES
Board Policy 5300 (Code of Conduct)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Ms. Donneson, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 4821 (School Ceremonies and Observances)

The first reading of the above policy was held.

On motion of Mr. Stevens, second by Mr. Kast, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:20 PM to discuss ongoing 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 9:00 PM, to be and hereby is approved.

Vote: 7 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Ms. Arrasate, all business being completed, Ms. Mensch declared the meeting adjourned at 9:00 PM.

Judy Iannone, District Clerk

August 21, 2023

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 12, 2023

Re: Internal Auditor's Risk Assessment Update Report

I respectfully request the Board of Education accept the Internal Auditor's Risk Assessment Update Report dated August 21, 2023. The audit report prepared by Cullen & Danowski, LLP was approved by the Audit Committee on August 21, 2023.

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

**Westhampton Beach
Union Free School District
Risk Assessment Update Report
August 21, 2023**

JAMES E. DANOWSKI, CPA
JILL S. SANDERS, CPA
DONALD J. HOFFMANN, CPA
MICHAEL J. LEONE, CPA
CHRISTOPHER V. REINO, CPA
ALAN YU, CPA

CULLEN &
DANOWSKI, LLP
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA
(1950 - 2013)
PETER F. RODRIGUEZ, CPA
(RET.)

Risk Assessment Update Report

To the Board of Education and Audit Committee
Westhampton Beach Union Free School District
Westhampton Beach, New York

We have performed the annual risk assessment update of the Westhampton Beach Union Free School District (District) as required by Chapter 263 of the Laws of New York, 2005 and as per our agreement of July 1, 2022.

This engagement is in accordance with auditing standards generally accepted in the United States of America and the applicable standards contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. We have also considered the guidelines promulgated by the New York State Education Department in connection with such risk assessments.

Specifically, we performed the following:

- Reviewed our understanding of the critical business processes of the District.
- Identified the key risks based on our understanding of these business processes.
- Identified the stated controls that are currently in place to address those risks.

These procedures were accomplished through interviewing District management and accounting and other departmental personnel to determine the flow of accounting information and controls placed in operation. The scope of our engagement did not include testing the operating effectiveness of such controls.

Our procedures were not designed to express an opinion on the internal controls of the District, and we do not express such an opinion. Additionally, because of inherent limitations of any internal control, errors or fraud may occur and not be prevented or detected by internal controls. Also, projections of an evaluation of the accounting system and controls to future periods are subject to the risk that procedures may become inadequate because of changed conditions.

We would like to express our appreciation for the cooperation and assistance that we received from the District's administration and other employees during our audit, especially the Business Office personnel.

This report is intended solely for the use and information of the Board of Education and its Audit Committee and the management of the District, and is not intended to be and should not be used by anyone other than these specified parties.

Cullen & Danowski, LLP
August 21, 2023

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

Introduction August 21, 2023

Chapter 263 of the Laws of New York, 2005 requires most districts to create an internal audit function. The creation of this function requires districts to engage either a qualified audit firm or individual to make an initial risk assessment of the design of the district's internal controls; annually update this assessment; and, periodically test these controls for operational effectiveness and efficiency. This report addresses the second requirement, which is an annual risk assessment update.

Internal controls are the checks and balances over the various processes or functions that comprise the operations of a district. One key element in any internal control system is the concept of **segregation of duties**. This concept ensures that one person cannot execute a transaction without at least one other individual checking his or her work. Of course, where segregation of duties is not feasible, the district can employ compensating controls.

Nevertheless, there are some important concepts that should be understood when reviewing internal controls. These concepts are:

- An internal control system is designed to provide reasonable but not absolute assurance in safeguarding the assets of the district.
- The concept of reasonable assurance recognizes that the cost of the internal control should not exceed the benefits derived.
- There are inherent limitations that should be recognized in considering the potential effectiveness of any internal control system, e.g., errors can result from misunderstanding of instructions, mistakes of judgment, carelessness, or other personal factors. More importantly, it is **collusion** that poses the greatest threat to any internal control system. If two employees collude in order to circumvent the controls set up by the district, they could perpetrate a fraud.

The initial risk assessment required the internal auditor to obtain an understanding of both the inherent and control risks associated with the various functions within the District. The risk assessment update requires the internal auditor to identify the changes in procedures, policies, personnel, and systems that may have an impact on these risks and possibly alter the initial risk assessment's level of control risk.

Control risk measures the adequacy of internal controls designed to mitigate the inherent risk within the process. In this engagement, we have assessed the control risk based upon our interview process. The testing of the controls, which is performed during the detailed testwork, could support the lowering of the initial control risk assessment associated with individual processes and sub-functions.

We have organized this report into the following two sections:

The first section is a risk assessment table. In this table, we identify the processes or functions that we have reviewed. This table includes our assessment of the control risk associated with each process. There are two control risk columns to reflect the prior year risk assessment level and the current year risk assessment level based on the results of the risk assessment update as well as the detailed testwork performed for selected processes. **Since the testing of controls has not been done for all processes, it is important to note that this table should not be viewed as the final assessment of the District's control environment.** The Risk Assessment Table also includes our suggestions for processes to be tested during the coming year. However, the decision of which processes to review in detail is at the discretion of the Audit Committee.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

Introduction (Continued)

August 21, 2023

The second section of this report consists of any changes from the prior year risk assessment related to key policies, procedures and/or controls of the functions we reviewed. Also included in this section are any new recommendations and the status of any prior year recommendations (note that this text is in *italics*), for areas of potential improvement in the District's internal controls or operations. The status of prior year recommendations from the following reports was addressed in this year's risk assessment:

<i>Report Type</i>	<i>Issue Date</i>	<i>Area(s)</i>
Risk Assessment	August 15, 2022	District-wide
Agreed-Upon Procedures (AUP)	December 6, 2021	Financial Operations of Special Education

The changes and recommendations have been considered in the assessment of the level of control risk. Some of the recommendations may require a reassignment of duties and/or an addition to District personnel. However, any enhancement of controls should be done after a careful cost-benefit analysis.

Corrective Action Plan:

Commissioner of Education Regulation (CR) §170.12(e)(4) requires that a corrective action plan (CAP), approved by the Board of Education (Board), must be filed within 90 days of issuance with the New York State Education Department (NYSED).

The District should submit the CAP along with the respective Internal Audit Report via the NYSED Portal.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Table
August 21, 2023

(L=Low, M=Moderate, H=High)

Business Process Area	Date of Detailed Testing*	Control Risk		Proposed Detailed Testing
		Prior Year	Current Year	
Governance and Planning				
Governance Environment		M	M	
Control Environment		M	M	
Strategic Planning		M	M	
Budget Development		M	M	
Budget Administration		M	M	
Accounting and Reporting				
Assessing Financial Condition	03/24/08	M	M	
Financial Accounting and Reporting	03/24/08	M	M	
Auditing	03/24/08	M	M	
Financial Oversight	03/24/08	M	M	
Fund Balance Management		M	M	
Revenue and Cash Management				
Real Property Tax		L	L	
State Aid		M	M	
Medicaid		M	M	
Out of District Tuition	05/31/12	M	M	
Use of Facilities		L	L	
Donations		M	M	
Billing & Accounts Receivable	12/11/08	M	M	
Collection & Posting of Receipts	12/11/08	M	M	
Cash Management	12/11/08	M	M	
Investment Management		M	M	
Petty Cash		L	L	
Bank Reconciliations	02/06/23	M	M	
Grants and Special Education				
General Processing/Monitoring		M	M	
Grant Application		M	M	
Allowable Costs		M	M	
Cash Management		M	M	
Reporting and Monitoring		M	M	
Compliance		M	M	
Special Education - Financial Operations	12/06/21	M	M	
Preparing / Filing STAC and AVL Forms	12/06/21	M	L	
Payroll, HR and Related Benefits				
Payments to Employees	11/27/17	L	(1) M	
Allocation of Expenditures	11/27/17	L	(1) M	
General Employee Administration	11/27/17	L	(1) M	
Employee Benefit Administration	04/05/21	M	M	
Employee Attendance	11/27/17	L	(1) M	
Hiring/Separation of Employees	04/05/21	M	M	

* Indicates the issuance date of an agreed-upon procedures report (AUP) or detail testing report (DT) for that area.
(1) The change from low to moderate risk is based on the passage of time since detailed testing was performed.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Table (Continued)
 August 21, 2023

(L=Low, M=Moderate, H=High)

Business Process Area	Date of Detailed Testing*	Control Risk		Proposed Detailed Testing
		Prior Year	Current Year	
Purchasing and Related Expenditures				
PO System	10/14/20	L	L	
Purchasing Process	10/14/20	L	L	
Allocation of Expenditures	10/14/20	L	L	
Payment Processing	10/14/20	L	L	
Travel and Conferences	10/14/20	L	L	
Credit Cards	10/14/20	L	L	
Payments Outside PO System		M	M	✓
Facilities and Capital Projects				
Facilities Maintenance	03/24/14	M	M	
Construction Planning	03/29/11	M	M	
Construction Monitoring	03/29/11	M	M	
Construction Completion	03/29/11	M	M	
Capital Assets				
Acquisition and Disposal	05/03/18	L	L	
Inventory	05/03/18	L	L	
School Environment				
Safety and Security	10/21/19	M	M	
Student Transportation				
Fleet Maintenance	10/21/19	L	L	
Risk Management	10/21/19	L	L	
Personnel Compliance	10/21/19	L	L	
Facilities Maintenance and Security		N/A	N/A	
Food Service				
Federal and State Reimbursement	06/12/15	M	M	
Sales Cycle and System	06/12/15	M	M	
Inventory and Purchases	06/12/15	M	M	
Eligibility Verification	03/29/11	M	M	
Extraclassroom Activity Fund				
General	10/14/20	M	M	
Cash and Cash Receipts	10/14/20	M	M	
Expenditures and Purchasing	10/14/20	M	M	
Inventories		M	M	
Student Related Data				
Tracking Student Attendance	06/12/15	M	M	
Student Performance Data		M	M	
Information Technology				
Governance	02/06/23	M	M	
Network Security	02/06/23	M	M	
Financial Application Security	02/06/23	M	M	
Other Application Security	02/06/23	M	M	
Disaster Recovery	02/06/23	M	M	

* Indicates the issuance date of an agreed-upon procedures report (AUP) or detail testing report (DT) for that area.
 (1) The change from low to moderate risk is based on the passage of time since detailed testing was performed.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

Risk Assessment Update Report

August 21, 2023

**KEY CHANGES FROM THE PRIOR YEAR'S RISK ASSESSMENT RELATED TO POLICIES, PROCEDURES
AND/OR CONTROLS**

Governance and Planning

- There have been several employee changes in key roles including the Director of Health, Physical Education, and Athletics; Middle/Elementary School Assistant Principal, Accountant and School Resource Officer.
- The District continues to be active with their ongoing review of the Board policies, which includes revisions and new policies as needed.

Accounting and Reporting

- The General Fund operated at a deficit of (\$180,176) for the year ended June 30, 2022, which decreased the total General Fund's fund balance from \$9,054,074 to \$8,873,898. This was the result of the total financing uses of \$1,100,075 exceeding the excess of revenues over expenditures of \$919,899 due to operating transfers out of the General Fund to the Capital Projects Fund of \$1,064,500 and Special Aid Fund of \$35,575.
- The Business Office has revised the accounting and financial reporting for leases in compliance with the new Governmental Accounting Standards Board (GASB) Statement No. 87. The GASB Statement No. 87 requires recognition of certain lease assets and liabilities for all leases, including those that previously were classified as operating leases and recognized as income by lessors and expenditures by lessees.

Revenue and Cash Management

- Refer to the Cullen & Danowski's *Internal Audit Report on Detailed Testing* dated February 6, 2023 related to bank reconciliations for information about the detailed review of this area.

Grants and Special Education

- The District has been active with addressing the recommendations from the Cullen & Danowski's internal auditor's *Independent Accountant's Report on Applying Agreed-Upon Procedures* dated December 6, 2021 related to the financial operations of the Special Education Department, as noted below.

Payroll, Human Resources and Related Benefits

- The District has created a new *Personnel Action Report*, which is document used to provide detailed information regarding staff changes. This report is included as part of the agenda for each Board meeting.

Facilities and Capital Projects

- The District's voters approved a bond referendum on October 19, 2022 in the amount of \$33M. This bond covers various capital projects to improve the buildings and athletic complex including roof replacements, instructional space updates, window replacements, HVAC work, electrical upgrades and turf replacements.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Update Report (Continued)
August 21, 2023

Food Service

- The food service program operated at a surplus of \$160,200 for the year ended June 20, 2022, which increased the fund balance amount in the Food Service Fund from \$50,546 to \$210,746. This amount of fund balance in the school food service fund exceeded the three-month average expenditure level allowable by federal regulations 7CFR Part 210.14(b). We found that the District has a plan to reduce this fund balance amount below the allowable level in the Food Service Fund.
- The District has changed the point-of-sale system to a more robust program called Titan, which has replaced the previous Nutrikids program, to manage the collections and accounts related to food service activities.

Information Technology

- Refer to the Cullen & Danowski's *Internal Audit Report on Detailed Testing* dated February 6, 2023 related to information technology for information about the detailed review of this area.
- The District continues to require all staff to complete training courses related to safe internet use that includes awareness of phishing scams.
- The Middle School has enhanced the College Board Curriculum with the implementation of a new program (called Spring Board) to facilitate the learning for students by using this online platform.

CURRENT OBSERVATIONS AND RECOMMENDATIONS

PAYROLL, HUMAN RESOURCES AND RELATED BENEFITS

New York State Labor Law Notices

Risk Assessment Update – 2023

We found that the District does not post the labor notices on the Districts website as required by the amended New York Labor Law Section 201, effective December 16, 2022.

We recommend that the District ensure compliance with New York Labor Law Section 201 that requires employers to post the required labor notices on their website or provide to the employees in electronic format via emails.

SCHOOL ENVIRONMENT

Safety and Security – Surveillance Cameras

Risk Assessment Update – 2023

We note that there are opportunities for improvement related to safety and security, since there are a number of outdated surveillance cameras and we were informed that additional devices are needed to provide more coverage at the buildings. In addition, the District is managing these devices on two separate platforms with one being a new program plus an old program resulting in inefficiencies.

We recommend that the District enhance the safety and security at the schools by replacing the outdated surveillance cameras, installing additional cameras, and moving all devices to the new program using a single platform resulting in efficiencies.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Update Report (Continued)
August 21, 2023

STATUS OF PRIOR OBSERVATIONS AND RECOMMENDATIONS (OPEN ITEMS)

GRANTS AND SPECIAL EDUCATION

Develop Written, Formal Procedures – Special Education Related Duties

Agreed-Upon Procedures Report – 2021

We recommended that the District continue with efforts to complete the following:

- a) Assess the tasks performed by the employees in the Special Education Department (Department) and the Business Office and then develop written, formal procedures related to key processes.
- b) Define and enhance the billing process including the factors that determine the proper Special Education Non-resident Rate and proper backup to support the billings to the sending districts.
- c) Establish proper procedures related to billing the sending districts for students with partial attendance during a month.

Risk Assessment Update – 2023

We found that the District is in the process of developing written, formal procedures related to key processes, enhanced the billing process, and established proper procedures related to billing the sending districts as recommended.

Related Service Provider Requests for Proposals

Agreed-Upon Procedures Report – 2021

We recommended that the District strengthen the purchasing process by considering request for proposals (RFPs) for related service providers, since the District has not obtained RFPs from these vendors in over 5 years.

Risk Assessment Update – 2023

We note that the District plans to start addressing this recommendation during the 2023-24 year.

EMPLOYEE BENEFITS ADMINISTRATION

Develop Written, Formal Procedures – Benefits Tasks

Agreed-Upon Procedures Report – 2021

We recommended that the District develop written, formal procedures related to the key tasks performed by staff regarding employee benefits administration. These documents are helpful to facilitate tasks that are performed infrequently (e.g., annually) and to assist in the event of staff changes (e.g., retirements, resignations, unexpected absences, etc.).

Risk Assessment Update – 2022

We found that the District still needed to address this recommendation.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Update Report (Continued)
August 21, 2023

Risk Assessment Update – 2023

We found that the District plans to start addressing this recommendation during the 2023-24 year.

Medicare Part B Reimbursements – Frequency of Processing Payments

Agreed-Upon Procedures Report – 2021

We recommended that the District consider processing Medicare Part B reimbursements annually after the retirees have provided their *Form SSA-1099 Social Security Benefit Statement* showing the amount of premiums deducted from the retiree's benefits for the calendar year. This would significantly reduce the administrative work that currently exists with processing quarterly reimbursements. The District Treasurer should continue to monitor this list of retirees quarterly or monthly based on changes from the HR Department to facilitate the annual reimbursement by having an eligibility list at the time the annual payment would be processed in March or April. The process would be simplified by using the Medicare Part B deductions amount from the *Form SSA-1099 Social Security Benefit Statement* to support the reimbursement amount. The number of payments would be reduced to once per year instead of 4 times per year.

Risk Assessment Update – 2022

We noted that the District was assessing this recommendation and was considering a reduction in the frequency of the Medicare Part B reimbursements from quarterly to semi-annually starting in the 2022-23 year.

Risk Assessment Update – 2023

We found that the District plans to reduce the frequency of the Medicare Part B reimbursements from quarterly to semi-annually starting in the 2023-24 year, so the retirees can be provided appropriate advance notice of such change.

STATUS OF PRIOR OBSERVATIONS AND RECOMMENDATIONS (CLOSED ITEMS)

GRANTS AND SPECIAL EDUCATION

District-wide Calendar to Facilitate Scheduling of CSE Meetings

Agreed-Upon Procedures Report – 2021

We recommended that the District investigate web-based programs or utilizing a district-wide calendar (e.g., Google or Outlook) to facilitate the handling of the numerous CSE meetings within the District rather than managing the meetings at a school level.

Risk Assessment Update – 2023 (This item is now closed)

We note that the District has set up a district-wide calendar to facilitate the handling of the numerous CSE meetings.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

Risk Assessment Update Report (Continued)

August 21, 2023

Confirming Purchase Orders (POs)

Agreed-Upon Procedures Report – 2021

We recommended that the District improve the purchasing process by continuing with efforts to create POs in advance of receiving goods or services, thus preventing instances of confirming POs where goods or services are received prior to preparing the purchase requisition. The procedures should ensure that the District properly encumbers funds before entering into a commitment with an outside vendor, so approved POs are obtained prior to receipt of goods or services.

Risk Assessment Update – 2023 (This item is now closed)

We found that the District has improved the purchasing process by continuing with efforts to create POs in advance of receiving goods or services, thus preventing instances of confirming POs.

Analysis of Salaries Charged to Grants and STACs

Agreed-Upon Procedures Report – 2021

We recommended that the District assess the preparation of STAC forms to include employees who are not included in the 611 grant. This may require revisions to the grant regarding the staff to be charged to the salary code if the costs of the staff could be assigned to the students with a STAC form. In addition, consider assigning teachers with higher salaries to the students with potential high cost aid whenever this is possible. The goal is to maximize the amount of aid to be obtained by analyzing the grants and STACs related to high costs.

Risk Assessment Update – 2023 (This item is now closed)

We found that the District has assessed the preparation of STAC forms to include employees who are not included in the 611 grant and considered assigning teachers with higher salaries to the students with potential high cost aid whenever this is possible.

Modify STAC Worksheet

Agreed-Upon Procedures Report – 2021

We recommended that the District modify the STAC worksheet used to compute salary and benefit costs by including Life Insurance and Long Term Disability Insurance costs for teachers, using the appropriate retirement rate for Teacher Aides, using only the District's share of insurance premiums and ensure that the calculation used for Social Security costs take into account the wage base limit (e.g. \$147,000 in 2022; \$142,800 in 2021 and \$137,700 in 2020).

Risk Assessment Update – 2023 (This item is now closed)

We note that the District has modified the STAC worksheet used to compute salary and benefit costs as recommended.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Update Report (Continued)
August 21, 2023

Personnel Activity Reports – IDEA Grants

Agreed-Upon Procedures Report – 2021

We recommended that the District revise the procedures related to the PAR forms to ensure compliance with the Uniform Guidance that requires the employees with salaries charged to the IDEA grants to complete and sign-off on the monthly PAR forms after their work is performed each month then submitted to the Department.

Risk Assessment Update – 2023 (This item is now closed)

We found that the District has revised the procedures of the PAR forms to ensure compliance with Uniform Guidance.

PAYROLL

Direct Deposit Forms

Risk Assessment Update – 2022

We recommended that the District perform a cost-benefit analysis related to utilizing the WinCap employee self-service portal to provide electronic access to the direct deposit stubs compared to having the Payroll Clerk prepare and send hard copies of these stubs to all employees each payroll cycle. In the event that the District discontinues use of the direct deposit forms a procedure should be implemented for school or department heads to confirm payroll lists on a periodic basis.

Risk Assessment Update – 2023 (This item is now closed)

We note that the District has performed a cost-benefit analysis related to utilizing the WinCap employee self-service portal and decided to move forward with the purchase of this portal.

EMPLOYEE BENEFITS ADMINISTRATION

East End Health Plan - Review Monthly Listing of Enrollees

Agreed-Upon Procedures Report – 2021

We recommended that the District establish procedures in the HR Department to review the East End Health Plan (EEHP) monthly listing of enrollees for accuracy and to verify any enrollment changes related to active employees. This procedure should be performed as part of the District's process to approve the monthly invoices related to health insurance coverage.

Risk Assessment Update – 2022

We found that the District was in the process of addressing this recommendation.

Risk Assessment Update – 2023 (This item is now closed)

We found that the District has established procedures in the HR Department to review the EEHP monthly listing of enrollees for accuracy and to verify any enrollment changes related to active employees as part of the District's process to approve the monthly invoices related to health insurance coverage.

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Risk Assessment Update Report (Continued)
August 21, 2023

Health Insurance Coverage for Retirees – Requirement to Work At Least 10 Years

Agreed-Upon Procedures Report – 2021

We recommended that the District memorialize the District practice related to health insurance coverage for retirees that requires the employees to work in the District in a full-time role for at least 10 years to earn this entitlement. We recommend that the District include this benefit in a Board policy or the collective bargaining unit contracts or individual employee agreements.

Risk Assessment Update – 2022

We noted that the District was considering memorializing the practice related to health insurance in retirement during the negotiations with the collective bargaining units to include this language in the upcoming contracts.

Risk Assessment Update – 2023 (This item is now closed)

We note that the District plans to address this recommendation during the upcoming negotiations that include several bargaining units with contracts expiring on June 30, 2024.

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

Requestor: J. Pirro

Date of Request: 8/30/2023

Budget Code to **Transfer TO:**

Code Number: A9760-710-00-05

Code Title: TAN Interest

Amount to Transfer: \$ 140,000

Budget Code to **Transfer FROM:**

Code Number: A9711-710-00-05

Code Title: Term Bond Interest

Reason for Transfer:

*To correct budget transfer # 8970
Re: Gross up tan costs @ year end 2023 (premium)*

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 8/30/2023
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval Sept. 2023

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

Requestor: J. Pirm

Date of Request: 8/30/2023

Budget Code to **Transfer TO:**

Code Number: A 2110.153 00.05

Code Title: Retirement Sick Pay

Amount to Transfer: \$ 24,110.⁰⁰

Budget Code to **Transfer FROM:**

Code Number: A 2110.123.00.02

Code Title: Teacher Salaries 4-6 MS

Reason for Transfer:

To cover add'l sick day payout 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.**

J. Pirm 8/30/2023
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 Sept. 2023

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

Requestor: Gwen Gaines *GG*

Date of Request: 8/28/2023

Budget Code to **Transfer TO:**

Code Number: A2630-490-00-08

Code Title: Computer-Assisted Instruction - BOCES Services

Amount to Transfer: \$ 20,879.26

Budget Code to **Transfer FROM:**

Code Number: A2630-460-00-01, -02 and -03

Code Title: \$10,000 from -01 and \$5,439.63 each -02 and -03

Reason for Transfer: To cover instructional software being purchased through BOCES for the 2023-24 SY. These transfers were determined with input from Jessica Williams.

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.**

[Signature] 8/29/2023
Asst. Supt for Business Date

[Signature] 8-29-23
Superintendent Date

_____ Transfer #

_____ Transfer Made By

_____ Transfer Date

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

Date of BOE Approval Sept. 2023

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

Requestor: Jacqueline Pirro

Date of Request: Sept. 1, 2023

Budget Code to Transfer TO:

Code Number: various salary codes (attached)

Code Title: various salary codes (attached)

Amount to Transfer: \$ \$31,242.00

Budget Code to Transfer FROM:

Code Number: 9089-800-00-05

Code Title: other employee benefits

Reason for Transfer:

to fund contractual salary increases & longevities in salary codes

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.**

 8/7/2023
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 Sept. 2023

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

Requestor: Jacqueline Pirro

Date of Request: Sept. 1, 2023

Budget Code to **Transfer TO:**

Code Number: 2020-150-00-02/2110-123-00-02

Code Title: Instructional Sal-MS/Teacher Sal 4-6-MS

Amount to Transfer: \$ \$100,946.00

Budget Code to **Transfer FROM:**

Code Number: 2110.130.00.02

Code Title: Teacher Salaries 7-12 MS

Reason for Transfer:

to reclass contractual salaries to correct budget code

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.**

 8/7/2023
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 Sept. 2023

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

Requestor: Jacqueline Pirro

Date of Request: Sept. 1, 2023

Budget Code to Transfer TO:

Code Number: 2020-160-00-03

Code Title: Non Instructional Salary - ES

Amount to Transfer: \$ \$19,170.00

Budget Code to Transfer FROM:

Code Number: 1680-160-00-05

Code Title: Non-Instructional Salary - Tech

Reason for Transfer:

reclass salary for staff movement between buildings

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.**

 8/7/23
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 Sept. 2023

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

Requestor: J. Pirro

Date of Request: 8/18/2023

Budget Code to **Transfer TO:**

Code Number: A9760.710.00.05

Code Title: TAN Interest

Amount to Transfer: \$ 118,000.00

Budget Code to **Transfer FROM:**

Code Number: A9060.800.00.05

Code Title: Medical Insurance

Reason for Transfer:

To cover increased interest cost for TAN borrowing per auditors despite premium offered.

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.**

 8/18/2023
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 Sept. 2023

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of September 2023, by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978 and **Imagine Learning LLC** (hereinafter the “CONSULTANT”), having a principal mailing address of 8860 E. Chaparral Rd, Ste. 100, Scottsdale, AZ 85250.

A. TERM

1. The term of this Agreement shall be from 9/1/23 through 6/30/2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONSULTANT will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker’s Compensation, unemployment insurance, New York State Employees’ Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all third party claims, demands, actions, lawsuit costs, damages and expenses, including reasonable attorneys’ fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) To provide education related services.
 - 2) To provide digital K-12 curriculum to the LEA including Imagine Edgenuity.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

CI. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: 12 Edgenuity licenses with OnDemand tutoring start date 9/1/2023 end date 8/31/2024

E. INSURANCE

1. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$1,000,000 Sexual Misconduct and Assault
\$10,000 Medical Expense
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Cyber Liability
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.
 - d. Fidelity and Cyber Crime Insurance
\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.
 - e. Professional Errors and Omissions Insurance
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
 - f. Umbrella/Excess Insurance
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.
 - g. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party. The failure to obtain such insurance on behalf of the District constitutes a material breach of contract.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
3. In the event the CONSULTANT or the DISTRICT terminates this Agreement. Such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

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

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of

Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

K. ENTIRE AGREEMENT

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

Imagine Learning LLC

Westhampton Beach UFSD

By:  _____

By: _____

Print Name: David Alderslade

Print Name: _____

Title: Executive Vice President, CFO

Title: _____

Date: September 13, 2023

Date: _____

Supplemental Agreement between the **WESTHAMPTON BEACH UFSD**

and

IMAGINE LEARNING LLC

Supplemental Agreement dated this 1st day of September 1, 2023 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Imagine Learning LLC** (the “Contractor”) located at 8860 E. Chaparral Rd., Ste 100, Scottsdale, AZ 85250.

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

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. 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. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student’s personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child’s educational records maintained by the Westhampton Beach School District.

c. 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.

d. A complete list of all student data elements collected by New York State is available to review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be obtained by writing to:

Office of Information & Reporting Services NYS Education Dept.
Room 863 EBA,
89 Washington Avenue
Albany, NY 12234

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

Carolyn J. Probst, Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road, Westhampton Beach, NY 11978
(631) 288-3800

OR

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

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following “supplemental information” for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the

remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.

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 reasonable 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.

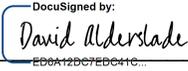
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

IMAGINE LEARNING LLC

WESTHAMPTON BEACH UFSD

By:  _____
ED0A12DC7EDC41C...

By: _____

Print Name: David Alderslade

Print Name: _____

Title: Executive Vice President, CFO

Title: _____

Date: September 13, 2023

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 13, 2023

Re: Contract Agreement – Driver Education

I respectfully request the Board of Education approve the attached agreement with NZR, Inc. dba All Suffolk Driving School through June 30, 2024. All Suffolk Driving School will provide the road training portion of the NYS Driver and Traffic Safety Education program once we receive program approval from New York State.

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

CONTRACTOR SERVICES CONTRACT

This Agreement is entered into this 18th day of September 2023 by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and **NZR, Inc. dba All Suffolk Driving School** (hereinafter the "CONTRACTOR"), having a principal mailing address of 20 Medford Ave., Ste 104, Patchogue, NY 11772.

A. TERM

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

1. CONTRACTOR will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
2. Neither CONTRACTOR nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing, and signed by authorized representatives of both parties.
4. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuit costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONTRACTOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The Contractor must be prepared to furnish the following services, people, equipment, resources, and related undertakings to instruct approximately 36 students for each session that is offered during Fall, Spring and Summer:
 - a. Provide driver education vehicles in good condition, registered, inspected, insured, and compliant with the requirements of the SED and DMV guidelines, with sufficient reserve vehicles to replace any vehicle which is disabled or otherwise unavailable, upon sixty (60) minutes notice. The Contractor will be responsible for all costs associated with proper vehicle use, safety and maintenance. The School District reserves the right to inspect any vehicle with/without notice, to reject any vehicle as unsafe or non-compliant, and to require the Contractor to furnish a replacement vehicle.
 - b. Written records for all vehicles used for instruction will be maintained by the Contractor of a minimum of 6 years. The records will include: time, mileage devoted to instruction, fuel consumed, and maintenance information.
2. Provide qualified instructional staff (including qualified substitutes as required) for the road training portion of the DTSE PROGRAM, who shall:
 - a. Hold all NYS driving school licenses (MV-147 certificate) and certifications required by the SED Guidelines. The Contractor shall furnish a list of instructors setting forth names, addresses, years of driver education experience, successful completion of the 30-hour training program, and a valid MV 524 license number (Addendum 2).
 - b. Have passed a criminal background check, including finger printing, meeting the requirements of the SED. All related costs shall be the sole responsibility of the Contractor. The District is enrolled in the DMV License Event Notification Service (LENS). The driving school must also enroll in LENS.
 - c. Be appropriate in terms of demeanor and conduct to serve as responsible adult role models and effective instructors for students in the DTSE PROGRAM, including compliance with the School District's official Code of Conduct. The School District reserves the right to require the Contractor to remove and replace any instructor whom the School District deems to be unfit or unsatisfactory for any

reason. No change in instructor will be offered without prior written consent of the School District.

d. Once criteria are met, all qualified instructors must be available for interview by the District's Administrator before being placed in the driving program.

3. Maintain all student records, reports and evaluations with respect to road training including but not limited to, a log of the type and number of instructional hours for each student, as required by the SED Guidelines. Student records shall be signed by the instructors as required and submitted to the School District's DTSE's Administrator for review so that certificates of completion (MV 285's) may be issued for students who successfully complete the DTSE PROGRAM. An evaluation of each student's driving ability, with a numerical grade, shall be submitted no more than five (5) days after completion of the course. In addition, a weekly attendance report shall be available to the principal of the high school with the School District upon his/her request.

4. At the request of the School District, assist in the preparation of certificates of completion for students who successfully complete the DTSE PROGRAM, and help prepare all the necessary filings with the New York State DMV and SED, and assist the District's DTSE administrator in the administration of the DTSE PROGRAM, as may be needed by the School District from time to time.

5. Be responsible for all compensation to the Contractor's road training instructional staff for the road training portion of the DTSE PROGRAM, including salaries, required withholding, any applicable benefits, and workers' compensation and unemployment insurance. The relationship of the Contractor to the School District shall be that of an independent contractor, and nothing shall constitute the School District and the Contractor (or the Contractor's employees) as employer and employee, master and servant, principal and agent, partners, or joint ventures.

6. In the event of an accident:

a. Contractor shall immediately inform the School District.

b. Contractor shall complete and file any accident reports within 48 hours after any accident, as required by NYS law, the Department of Motor Vehicles, and the insurance carriers for the Contractor and the School District. Copies of all completed forms and reports shall be furnished to the School District immediately upon filing. The Contractor will cooperate with the School District in the investigation of any accident.

7. CONTRACTOR shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.

8. CONTRACTOR hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.

9. CONTRACTOR shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.

10. CONTRACTOR shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.

11. CONTRACTOR acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONTRACTOR were employed by the District.

D. COMPENSATION

1. CONTRACTOR shall submit invoices for payment in a timely manner. The DISTRICT shall pay CONTRACTOR within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONTRACTOR. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.

2. Compensation shall be at the rate of \$510 per student.

E. INSURANCE

1. a. Commercial General Liability Insurance
 - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Sexual Misconduct and Assault
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.

- b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Cyber Liability
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.
- d. Fidelity and Cyber Crime Insurance
\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.
- e. Professional Errors and Omissions Insurance
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- f. Umbrella/Excess Insurance
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.
- g. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.

2. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party. The failure to obtain such insurance on behalf of the District constitutes a material breach of contract.

F. TERMINATION

- 1. The CONTRACTOR'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONTRACTOR'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will

provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONTRACTOR.

3. In the event the CONTRACTOR or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

H. WAIVER OF RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

I. SEVERABILITY

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

J. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court located in County of Suffolk, New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

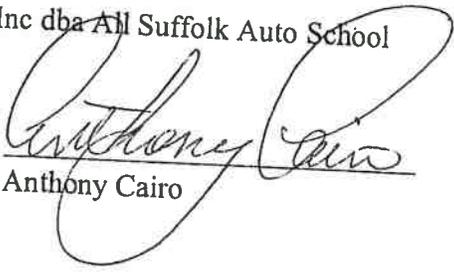
K. ENTIRE AGREEMENT

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.

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

NZR, Inc dba All Suffolk Auto School

BY:


Anthony Cairo

Westhampton Beach UFSD

BY: _____

Carolyn Probst
Superintendent

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
NZR, Inc. dba All Suffolk Driving School**

Supplemental Agreement dated this 18 day of September 2023, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **NZR, Inc. dba All Suffolk Driving School** (the "Contractor") located at 20 Medford Av., Ste 104, Patchogue, NY 11772.

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

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. 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. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.

c. 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.

d. A complete list of all student data elements collected by New York State is available to review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be obtained by writing to:

Office of Information & Reporting Services NYS Education Dept.
Room 863 EBA,
89 Washington Avenue
Albany, NY 12234

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

Carolyn J. Probst, Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road, Westhampton Beach, NY 11978
(631) 288-3800

OR

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234

Email: CPO@mail.nysed.gov

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the

remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.

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.

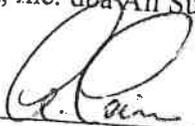
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

NZR, Inc. dba All Suffolk Driving School

Westhampton Beach UFSD

By: 

By: _____

Print Name: Anthony Cairo

Print Name: Carolyn Probst

Title: Owner

Title: Superintendent

Date: 9/12/2023

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 7, 2023

Re: Health and Welfare Service Agreement – Lawrence Public Schools

I respectfully request the Board of Education approve the attached Health and Welfare Service Agreement for a Westhampton Beach district resident attending a non-public school in the Lawrence Public School District. The district is responsible for the cost of health services provided by districts where the students are attending a non-public school.

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

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made this First day of July 2022, by and between the Westhampton Beach School District as trustee of the union free school district, county of Suffolk party of the first part, and Lawrence Public Schools as trustee of union free school district, town of Lawrence, county of Nassau, New York, part of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in union free school district of Nassau, New York to begin on July 1, 2022 and to end June 30, 2023.

Now, Therefore, the said party of the first part hereby agrees to pay to the party of the second part the sum of ~~\$402.52~~ ^{\$402.41} per student for health and welfare services to be provided under section 912 children residing in said union free school district, and attending nonpublic schools in said union free school district town of Lawrence, county of Nassau, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. *That the health and welfare services provided under section 912 shall consist of the following:

Nurse Services
School Psychological Services
School Social Work Services

...Such services may include, but are not limited to all services performed by a nurse, school psychologist, and school social worker or and may also include dental prophylaxis vision and hearing tests, the taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils....

2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by school nurse-teacher, psychologist, and Social Worker, (i.e., Scales, Vision and hearing testing devices, Health record forms, First-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.



8/3/23

Lawrence Public School
Dr. Ann Pedersen, Superintendent

Westhampton Beach School District
(Trustee or President of Board of Education)

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 6, 2023

Re: Special Education Services Agreement – Wainscott Common School District

I respectfully request the Board of Education approve the attached Special Education Services Agreement for a Westhampton Beach district resident attending a non-public school in the Wainscott Common School District. The district is responsible for the cost of services provided by districts where the students are attending a non-public school.

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

SPECIAL EDUCATION SERVICES CONTRACT
Education Law §3602-c

This Agreement is entered into this 1st day of September, 2023 by and between the Board of Education of the Wainscott Common School District (hereinafter the “DISTRICT OF LOCATION”), having its principal place of business for the purpose of this Agreement at 47 Main Street, Wainscott, New York 11975 and the Board of Education of The Westhampton Beach school District (hereinafter the “DISTRICT OF RESIDENCE”), having its principal place of business for the purpose of this Agreement at 340 Mill Rd, Westhampton Beach, NY 11978.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required under Education Law §3602-c to provide special education services to students who are residents of this state and who attend nonpublic schools located in the DISTRICT OF LOCATION; and

WHEREAS, the DISTRICT OF LOCATION is entitled to recover costs of services, costs of evaluation, and costs of committee on special education administration directly from the DISTRICT OF RESIDENCE for special education students who receive services under Education Law §3602-c and reside in the DISTRICT OF RESIDENCE.

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from July 1, 2023 through June 30, 2024, inclusive, unless terminated early as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The special education services required by Education Law §3602-c and set forth in this Agreement shall be provided to the students who are residents of the DISTRICT OF RESIDENCE and attending nonpublic schools located in the DISTRICT OF LOCATION as listed, which may be modified from time to time.
2. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to Education Law §3602-c and this Agreement, DISTRICT OF LOCATION shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
3. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to Education Law §3602-c and this Agreement, DISTRICT OF LOCATION shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by DISTRICT OF RESIDENCE shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

4. During the term of this Agreement, the services to be provided by the DISTRICT OF LOCATION shall include, but not be limited to, the following:
 - a) Review of a parent's request for special education services by the Committee on Special Education;
 - b) Development of an Individualized Education Service Program from the student based upon the student(s)'s individualized needs in the same manner and with the same contents as an Individualized Education Program;
 - c) The Committee on Special Education shall assure that special education programs and services are made available to students with disabilities attending nonpublic schools located within the school district on an equitable basis, as compared to special education programs and services provided to other students with disabilities attending public or nonpublic schools located within the DISTRICT OF LOCATION; and
 - d) Review of the recommendation of the Committee on Special Education may be obtained by the parent or person in parental relation of the pupil pursuant to Education Law §4404.
5. To the extent required by federal law, the DISTRICT OF LOCATION of a student with a disability shall be responsible for compliance with the requirements of 20 U.S.C. 1412(a)(10), including but not limited to, equitable provision of services, child find and consultation requirements.
6. The committee on special education of the DISTRICT OF LOCATION shall be responsible for evaluation and possible identification as a student with a disability of all students attending nonpublic schools located within the school district.
7. The DISTRICT OF LOCATION shall expend a proportionate amount of its federal funds made available under Part B of the IDEA for the provision of services to students with disabilities attending such nonpublic school, provided that such federal funds may not be used for the cost of carrying out the child find requirement.
8. School districts shall obtain parental consent prior to the release of personally identifiable information concerning a student attending a nonpublic school from records collected or maintained pursuant to Part B of the IDEA between such student's DISTRICT OF RESIDENCE and DISTRICT OF LOCATION.
9. All services provided by the DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.
10. The DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.

11. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
12. The DISTRICT OF LOCATION shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the DISTRICT OF LOCATION pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
13. The DISTRICT OF LOCATION represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
14. The DISTRICT OF LOCATION shall comply will all applicable policies of the DISTRICT OF LOCATION while providing services pursuant to this Agreement.
15. The DISTRICT OF LOCATION shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
16. The DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. Subject to subparagraph 8, above, the DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by the DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
17. 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). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
18. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their 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. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family

Educational Rights and Privacy Act (FERPA).

19. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the DISTRICT OF LOCATION shall promptly give written notice of same to the DISTRICT OF RESIDENCE.

C. REIMBURSEMENT:

1. The DISTRICT OF LOCATION shall be entitled to recover the costs of services, costs of evaluation, and costs of committee on special education administration directly from services from the DISTRICT OF RESIDENCE for each student residing in the DISTRICT OF RESIDENCE and receiving special education services in accordance with Education Law §3602-c. The cost shall not exceed the actual net cost of educating such student, which shall be determined in accordance with the procedures set forth in Part 177 of the Regulations of the Commissioner of Education and guidance from the State Education Department.
2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by the DISTRICT OF RESIDENCE.
4. The DISTRICT OF RESIDENCE shall give the DISTRICT OF LOCATION notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. The parties understand and agree that all claims and any disputes between the parties to recover costs for special education provided to non-resident students under this Agreement and pursuant to Education Law §3602-c shall be addressed and resolved in accordance with Section 177.2 of the Regulations of the Commissioner and guidance from the State Education Department.
2. Defense / Indemnification
 - i. DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless the DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of

services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

- ii. DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless the DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the DISTRICT OF LOCATION, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
3. Notices: All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To DISTRICT OF LOCATION:

Deborah A. Haab, Superintendent
Wainscott Common School District
P.O. Box 79
47 Main Street
Wainscott, NY 11975

To DISTRICT OF RESIDENCE:

Carolyn J. Probst, ED.D., Superintendent of Schools
340 Mill Road
Westhampton Beach, NY 11978

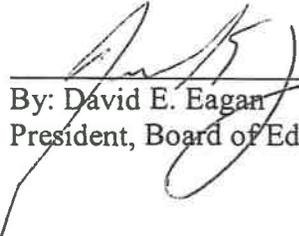
4. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. No Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. Governing Law: This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of

Suffolk County, New York.

9. Entire Agreement: This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
10. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
11. Execution: This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

DISTRICT OF LOCATION:
WAINSCOTT CSD

DISTRICT OF RESIDENCE:
Westhampton Beach UFSD


By: David E. Eagan
President, Board of Education

By: Suzanne M. Mensch
President, Board of Education

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 6, 2023

Re: Special Education Services Agreement – Sag Harbor UFSD

I respectfully request the Board of Education approve the attached Special Education Services Agreement between Westhampton Beach UFSD and Sag Harbor UFSD for a student attending our district for special education and related services.

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

SPECIAL EDUCATION SERVICES CONTRACT
Education Law § 4401(2)(b)

This Agreement is entered into this 8th day of August, 2023 by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "RECEIVING SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, New York 11978, and the Board of Education of the Sag Harbor Union Free School District (hereinafter "SENDING SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 200 Jermain Avenue.

W I T N E S S E T H

WHEREAS the SENDING SCHOOL DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students with disabilities and has determined that the RECEIVING SCHOOL DISTRICT's educational program is appropriate of the student(s) identified herein; and

WHEREAS, the RECEIVING SCHOOL DISTRICT is a public school district within the State of New York authorized to provide educational services, special education and related services to students with disabilities; and

WHEREAS, the SENDING SCHOOL DISTRICT desires to contract with the RECEIVING SCHOOL DISTRICT to provide instruction services, educational services, special education and related services to the student(s) identified in the attached Exhibit A for whom the SENDING SCHOOL DISTRICT has legal responsibility for providing a free appropriate public education;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM

The term of this Agreement shall be from September 6, 2023 through June 26, 2024, inclusive, unless terminated early as provided for in this Agreement. It is understood that the SENDING SCHOOL DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the RECEIVING SCHOOL DISTRICT shall include, but not be limited to the following:
 - Instructional Services
 - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).

2. The SENDING SCHOOL DISTRICT shall be solely responsible for providing the student(s) with educational services, special education and related services in the event of placement of the student(s) in homebound instruction pursuant to § 175.21 of the Commissioner's Regulations for any period of time.
3. The RECEIVING SCHOOL DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING SCHOOL DISTRICT in writing.
4. All services provided by the RECEIVING SCHOOL DISTRICT to student(s) under this Agreement shall be in accordance with each student's Individualized Education Program (IEP), as it may be modified from time to time. Prompt written notice shall be given by the SENDING SCHOOL DISTRICT to the RECEIVING SCHOOL DISTRICT upon any modification of a student's IEP.
5. The RECEIVING SCHOOL DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
6. The RECEIVING SCHOOL DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act.
7. The RECEIVING SCHOOL DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING SCHOOL DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. At the SENDING SCHOOL DISTRICT'S request, the RECEIVING SCHOOL DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of the RECEIVING SCHOOL DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING SCHOOL DISTRICT shall immediately notify the SENDING SCHOOL DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.
9. The RECEIVING SCHOOL DISTRICT shall maintain its status as an approved special education provider. In the event that the RECEIVING SCHOOL DISTRICT fails to maintain such status, the RECEIVING SCHOOL DISTRICT shall immediately notify the SENDING SCHOOL DISTRICT. The SENDING SCHOOL DISTRICT shall not be required to pay the RECEIVING SCHOOL DISTRICT for services rendered during any period of time in which the

RECEIVING SCHOOL DISTRICT fails to maintain its status as an approved special education provider, and the RECEIVING SCHOOL DISTRICT shall reimburse the SENDING SCHOOL DISTRICT for any payments already received for services rendered during said period of time.

10. The RECEIVING SCHOOL DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING SCHOOL DISTRICT will work cooperatively with the SENDING SCHOOL DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING SCHOOL DISTRICT shall make relevant personnel available to participate in meetings of the SENDING SCHOOL DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the RECEIVING SCHOOL DISTRICT of such meetings.
12. The RECEIVING SCHOOL DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. The SENDING SCHOOL DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING SCHOOL DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. 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). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable. If at any time during the course of this Agreement, it is determined by agreement of both parties or an entity with appropriate jurisdiction that either district is considered a "covered entity" as defined by HIPAA, the SENDING SCHOOL DISTRICT and the RECEIVING SCHOOL DISTRICT agree to enter into a Business Associate Agreement to ensure compliance with the Standards for Privacy of Individually Identifiable Health Information pursuant to HIPAA.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their 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. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released

except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and New York State Education Law Section 2-d.

15. The SENDING SCHOOL DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING SCHOOL DISTRICT to provide services pursuant to this Agreement.
16. The SENDING SCHOOL DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING SCHOOL DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING SCHOOL DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
17. Upon reasonable prior written notice, the RECEIVING SCHOOL DISTRICT shall be subject to visitation by the SENDING SCHOOL DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING SCHOOL DISTRICT.
18. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the RECEIVING SCHOOL DISTRICT shall promptly give written notice of same to the SENDING SCHOOL DISTRICT.
19. Insurance
 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the RECEIVING SCHOOL DISTRICT hereby agrees to effectuate the naming of the SENDING SCHOOL DISTRICT as an Additional Insured on the RECEIVING SCHOOL DISTRICT's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
 2. The policy naming the SENDING SCHOOL DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the SENDING SCHOOL DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the SENDING SCHOOL DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the SENDING

SCHOOL DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the SENDING SCHOOL DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

3. a. The certificate of insurance must describe the services provided by the RECEIVING SCHOOL DISTRICT that are covered by the liability policies.
 - b. At the SENDING SCHOOL DISTRICT's request, the RECEIVING SCHOOL DISTRICT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the RECEIVING SCHOOL DISTRICT will provide a copy of the policy endorsements and forms.
4. The RECEIVING SCHOOL DISTRICT agrees to indemnify the SENDING SCHOOL DISTRICT for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:

a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the SENDING SCHOOL DISTRICT.

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) 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 person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. Professional Errors and Omissions Insurance

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the RECEIVING SCHOOL DISTRICT performed under the contract for the SENDING SCHOOL DISTRICT. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

6. The RECEIVING SCHOOL DISTRICT acknowledges that failure to obtain such insurance on behalf of the SENDING SCHOOL DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the SENDING SCHOOL DISTRICT. The RECEIVING SCHOOL DISTRICT is to provide the SENDING SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the SENDING SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the SENDING SCHOOL DISTRICT.
7. If the RECEIVING SCHOOL DISTRICT utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided to the SENDING SCHOOL DISTRICT.

C. COMPENSATION:

1. The RECEIVING SCHOOL DISTRICT shall be entitled to tuition from the SENDING SCHOOL DISTRICT for education services provided to the student(s) in the amounts specified below, provided that such rates shall not exceed the actual cost of educating such students.
2. The estimated tuition rate for the 2023-2024 regular school year shall be as follows:

\$ 112,381.00
3. The parties agree and understand that the total nonresident tuition amount due and payable to the RECEIVING SCHOOL DISTRICT for services rendered under this Agreement shall be payable in monthly installments within thirty (30) days upon receipt of a written invoice from the RECEIVING SCHOOL DISTRICT.
4. The parties agree and understand that if the RECEIVING SCHOOL DISTRICT’s estimated tuition rates are modified by the RECEIVING SCHOOL DISTRICT for

actual costs incurred, the parties shall adjust the tuition payments so that the SENDING SCHOOL DISTRICT shall pay to the RECEIVING SCHOOL DISTRICT the final rates applicable to the 2023-2024 school year for the relevant period of each student's attendance.

5. If during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, the RECEIVING SCHOOL DISTRICT shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by the SENDING SCHOOL DISTRICT shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
6. Requests for payment by the RECEIVING SCHOOL DISTRICT shall be made by submission of a detailed written invoice to the SENDING SCHOOL DISTRICT which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
7. The SENDING SCHOOL DISTRICT shall pay the RECEIVING SCHOOL DISTRICT within thirty (30) days of receipt of each invoice by the SENDING SCHOOL DISTRICT.
8. The SENDING SCHOOL DISTRICT shall give the RECEIVING SCHOOL DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination

- a. Either the SENDING SCHOOL DISTRICT or the RECEIVING SCHOOL DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- b. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- c. In the event the SENDING SCHOOL DISTRICT or the RECEIVING SCHOOL DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

2. Defense / Indemnification

- a. The RECEIVING SCHOOL DISTRICT agrees to defend, indemnify and hold harmless the SENDING SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING SCHOOL DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- b. The SENDING SCHOOL DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING SCHOOL DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING SCHOOL DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To SENDING SCHOOL DISTRICT: Jeff Nichols,
Superintendent of Schools
Sag Harbor UFSD
200 Jermaine Avenue,
Sag Harbor, NY 11963
jnichols@sagharborschools.org

To RECEIVING SCHOOL DISTRICT: Dr. Carolyn Probst,
Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road,
Westhampton Beach, NY 11978
cprobst@whbschools.org

4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.

5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

RECEIVING SCHOOL DISTRICT
WESTHAMPTON BEACH UNION
FREE SCHOOL DISTRICT

SENDING SCHOOL DISTRICT
SAG HARBOR UNION FREE
SCHOOL DISTRICT

By: Suzanne M. Mensch

President, Board of Education



By: Sandi Krueel

President, Board of Education

WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

September 18, 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
Caitlin Montpetit	0.2 FTE MS Resource Room	\$2,039.40	9/5/23 - 9/29/23
Christine DePalo	0.2 FTE MS Resource Room	\$2,183.10	9/5/23 - 9/29/23
Cynthia Griffin	0.2 FTE HS ICT US History	\$1,307.80	9/5/23 - 9/29/23
Matthew Reed	0.2 FTE HS ICT English 11	\$1,325.50	9/5/23 - 9/29/23
Joseph Bruno	0.2 FTE HS Skills	\$1,451.40	9/5/23 - 9/29/23
Michelle Duffy	0.2 FTE MS STEM Workshop	\$22,788	9/5/23 - 6/26/23
Jakob Restrepo-Bonet	0.8 FTE Physical Education Teacher	Column Revision from: Step 1B, BA+15, \$54,524 (prorated) to: Step 1C, BA+30, \$57,882 (prorated)	9/5/23 - 6/26/23
Michelle Duffy	MS Grade 6 Team Leader	\$3,277.04	9/5/23 - 6/26/23
Michelle Bennett	MS Grade 7 Team Leader	\$3,277.04	9/5/23 - 6/26/23
Asa Grunenwald	MS Grade 7 Team Leader	\$3,277.04	9/5/23 - 6/26/23
Gregory Izzo	MS Grade 8 Team Leader	\$3,277.04	9/5/23 - 6/26/23
Erika Coiro	MS Grade 8 Team Leader	\$3,277.04	9/5/23 - 6/26/23
Janine Pratt Lavery	ES/MS Assistant Principal Leave Replacement	\$600/day	9/26/23 - 12/22/23

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

NAME	POSITION	EFFECTIVE DATE	REASON
Kristy Gange	ES Permanent Substitute Teacher	9/1/23	Resignation
Catherine McGlone	ES Speech Teacher	1/31/24	Retirement
Patricia Brosnon	HS Social Studies Teacher	10/18/23	Retirement Revision

3. Appointment of Substitutes

3.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teachers for the 2023-2024 school year at the Rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Deborah LoGelfo	Returning ES Permanent Substitute Teacher	\$150/day
Jessica Nicholson	Returning ES Permanent Substitute Teacher	\$150/day
Gabriella Tomasch	Returning ES Permanent Substitute Teacher	\$150/day
Elaine Kelsey	Returning HS Permanent Substitute Teacher	\$150/day
Allan Labbe	Returning HS Permanent Substitute Teacher	\$150/day
Barbara Mims	Returning HS Permanent Substitute Teacher	\$150/day
Bernadette Ryan	Returning HS Permanent Substitute Teacher	\$150/day
Santo Saguto	HS Permanent Substitute Teacher	\$150/day

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 of Substitutes

1.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Office Assistants for the 2023-2024 school year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Beatrice Allen	Returning Clerical Substitute	\$17.50/hour

1.2 The following are appointed, conditioned upon fingerprint clearance, as Substitute Guards for the 2023-2024 school year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Curtis Hoover	Guard	\$25/hour

1.3 The following are appointed, conditioned upon fingerprint clearance, as Substitute Monitors for the 2023-2024 school year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Beatrice Allen	Returning Monitor Substitute	\$16/hour

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

NAME	POSITION	EFFECTIVE DATE	REASON
Gina Noto	ES Monitor	9/8/23	Resignation

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Ou Wang-Hartline	Certified Per Diem Substitute Teacher	\$130/day
Tara Bonawandt	Returning Certified Per Diem Substitute Teacher	\$130/day
Susan Nelson	Returning Proctor	\$130/day
Kathleen Walsh	Proctor	\$130/day
Zachary Arrasate	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Justin Fren	Returning Uncertified Per Diem Substitute Teacher	\$116/day
William Ponce	Returning Uncertified Per Diem Substitute Teacher	\$116/day
Sarah Fabian	Uncertified Per Diem Substitute Teacher	\$116/day

Date Submitted to the Board of Education: _____

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 Coaching Staff**

NAME	SCHOOL	SPORT	SALARY
Alexandra Ehrhart	High School	Boys Soccer - Varsity Assistant	\$5,943.40

Date Submitted to the Board of Education: _____

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 Co-Curricular Staff**

NAME	SCHOOL	ACTIVITY	RATE OF PAY
Joy Campagna/Dara Penn	Elementary School	Chess Club	\$1,737
Dawn Belson	Elementary School	Environmental Club (WAVES)	\$1,748
Alexandra Gogas	Elementary School	Glee Club	\$2,049
Anthony Cappiello/Kimberly Mercready	Elementary School	Homework Club, Intermediate	\$3,855
Dawn Belson/Heidi Kalmus	Elementary School	Homework Club, Primary	\$3,855
Joy Campagna	Elementary School	Literacy Club	\$2,476
Sarah Drake	Elementary School	Odyssey of the Mind Club	\$4,452
Thomas Comerford	Elementary School	Performing Band	\$4,800
Kimberly Mercready	Elementary School	Safety Patrol	\$2,049
Alexandra Gogas	Elementary School	5th Grade Musical	\$1,446
Jennifer Kast	Elementary School	Student Council (5th Grade)	\$2,723
Joy Campagna	Elementary School	Yearbook (No Students)	\$1,608
Erin Roy	Middle School	Art Club	\$1,423
Eric Becker	Middle School	Auditorium Manager	\$4,340
Eric Becker	Middle School	Chamber Choir	\$2,265
Benjamin Sheldon	Middle School	Chess Club	\$754
Camille Pedersen	Middle School	Crafty Canes	TBD
Cynthia Hart	Middle School	Digital Citizens (Computer Club)	\$3,225
Claudine DeVelvis	Middle School	Drama Club	\$2,648
Gregory Izzo	Middle School	Environmental Club	TBD
Ellen Griffin	Middle School	Inclusive Canes	TBD
Frank Monastero	Middle School	Jazz Band	\$2,265
Yvonne Perez	Middle School	Kiwanis Builders Club	\$1,418
Richard Michta	Middle School	Lego Robotics Club	\$1,378
Hannah Pawluk	Middle School	MS Accompanist	\$2,751
Claudine DeVelvis	Middle School	MS Play Director	\$2,590

Kimet Speed	Middle School	MS Musical Director	\$2,590
Yvonne Perez	Middle School	Newspaper Club	TBD
Camille Pedersen	Middle School	National Junior Honor Society	\$1,285
Frank Monastero	Middle School	Performing Band	\$4,800
Shaun Johnson	Middle School	Performing Chorus	\$4,800
Eric Becker	Middle School	Performing Chorus	\$4,800
Shaun Johnson	Middle School	Stage Crew Manager	\$3,805
Marica Figueroa	Middle School	Student Council	\$2,566
Richard Michta	Middle School	Yearbook	\$3,524
Mary Bergmann	High School	9th Grade Advisor	\$1,213
Christie Larson	High School	10th Grade Advisor	\$1,213
Joyce Schmieder	High School	11th Grade Advisor	\$2,362
Katie McCurry	High School	Art Club	\$1,983
Alison Hansson/Emily Isselbacher	High School	Best Buddies	TBD
Amy Demchak-Connell	High School	Business Advisory Board	\$2,751
Hannah Pawluk	High School	Chamber Singers	\$2,932
Matthew Andrew	High School	Drama Club	\$2,648
Danielle Bergh	High School	Environmental Club (CURE)	\$1,748
Kimet Speed	High School	Fall Play Director	\$2,590
Matthew Andrew	High School	Fall Play Producer	\$1,035
Nicolette Galante	High School	French Club	\$867
Monica Van Essendelft	High School	Friends for Friends	\$3,500
Katherine Carr	High School	Gay-Straight Alliance (GSA)	\$507
Nicolette Galante	High School	Honor Society	\$3,105
TBD	High School	Honor Society Foreign Language	\$867
Jenna Lin	High School	Honor Society Math	\$867
Joshua Seifert/Hannah Pawluk	High School	Honor Society Music (Tri-M)	\$867
Dianna Berry-Gobler	High School	Honor Society Science	\$867
Amy Demchak-Connell	High School	Interact	\$4,666
Cynthia Griffin	High School	It's Academic	\$867
Thomas Comerford	High School	Jazz Ensemble (Instrumental)	\$2,932
Glenn Dorskind	High School	Junior Ambulance	TBD

Kristen Kalisak/Brooke Russell	High School	Key Club	\$2,264
Joyce Schmieder	High School	Literary Magazine	\$1,649
Kaitlin Gebhardt	High School	Long Island Teen Institute (Formerly HUGS)	\$754
Joshua Seifert	High School	Marching/Pep Band	\$3,861
Gina Grillo	High School	Mathletes	\$1,429
Jason Rupertus	High School	Mock Trial	\$1,889
Joshua Seifert	High School	Performing Band	\$5,534
Hannah Pawluk	High School	Performing Chorus	\$4,106
Jonathan Fletcher	High School	Robotics	\$3,779
Daniel Caron	High School	Robotics Assistant	\$1,378
Frederick Walling	High School	Senior Class Advisor	\$5,186
Dariah Luciano/Kirsten Mett	High School	Social Media (Hurricane Watch)	\$4,106
Lisa Lagattolla	High School	Spanish Club	\$867
Kimet Speed	High School	Spring Musical Director	\$2,590
Matthew Andrew	High School	Spring Musical Producer	\$1,035
Dariah Luciano/Kirsten Mett	High School	Student Government	\$3,105
Gina Grillo/Alyssia Tempera	High School	Yearbook	\$5,279
Joseph Garvey/Kaitlin Gebhardt	High School	Youth to Youth	\$2,194

Date Submitted to the Board of Education: _____

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 71

2023/24 ANTICIPATED VACANCY

Elementary School Title I Staff
6.5 hours per day, \$30 per hour with benefits - Grant funded

Please apply by immediately to:

Jeremy Garritano
Elementary School Principal
Westhampton Beach School District
631-288-3800

August 29, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 23/24 – 15

VACANCY

High School (Athletics) Senior Office Assistant

Please apply by September 14, 2023 to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

August 29, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 23/24 – 16

IMMEDIATE VACANCIES

Special Education Additional Sections

- 0.2 FTE - ICT English 11, High School
- 0.2 FTE - ICT US History, High School
- 0.1 FTE - Skills, High School
- 0.1 FTE - Skills, High School
- 0.2 FTE - Resource Room, Middle School
- 0.2 FTE - Resource Room, Middle School

Anticipated duration - September 5 to September 29, 2023

Please apply immediately to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

September 1, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 23/24 – 17

**INTERIM ELEMENTARY/MIDDLE SCHOOL
ASSISTANT PRINCIPAL**

October 2, 2023 - December 22, 2023

Please apply immediately to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

September 6, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 23/24 - 18

2023/24 VACANCY

**RISE After-School Instructional Support K-5
(Content Area: Math and ELA)**

One to two times weekly, Monday - Friday from 3:15- 4:15 PM

Compensation at the hourly professional rate of pay (\$50.22/hour)

Please apply by immediately to:

Jeremy Garritano
Elementary School Principal
Westhampton Beach School District
631-288-3800

September 13, 2023