

# Westhampton Beach

Home of the Hurricanes  School District

## AGENDA

**TYPE:** Board Meeting

**DATE:** 10/2/2023 **TIME:** 7:00 PM

**LOCATION:** Elementary School

**DETAILS:**

### 1. CALL TO ORDER

1. Call to Order Info

### 2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

### 3. EDUCATIONAL PRESENTATIONS

1. Elementary Instructional Programs and Supports Info

### 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 September 18, 2023 Board of Education meeting Action

### 6. SPECIAL EDUCATION

### 7. FINANCIALS

### 8. SUPERINTENDENT'S REPORT

1. Resolution authorizing the execution of a special education services contract with East Quogue School District for the 2023/24 school year Action
2. Resolution authorizing the execution of four (4) contracts with Pitney Bowes Action
3. Resolution authorizing the execution of a consulting services contract with Kidz Educational Services for the 2023/24 school year Action
4. Resolution authorizing the execution of three (3) contracts on behalf of the Teacher Center of the Western Hamptons Action
5. Field Trip Request/Youth and Government Conference Action

### 9. PERSONNEL

1. Request for Childcare Leave of Absence/HS Science Teacher Action
2. Appointment/ES RTI-Title I Teacher Action
3. Appointment/ES RISE After School Instructional Support K-5 Staff Action
4. Appointment/HS Co-Curricular Advisorship Action
5. Appointment/Food Service Worker Action
6. Appointment/Substitutes Action
7. Retirement/Superintendent's Secretary, District Clerk Action
8. Retirement/Groundskeeper I Action

**10. REPORTS**

1. Postings

Info

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**13. EXECUTIVE SESSION**

**14. ADJOURNMENT**

September 18, 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 September 18, 2023.

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

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; William Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 2 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 Mr. Kast, second by Ms. Donneson, the minutes of the August 21, 2023, Board of Education meeting to be and hereby are approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of 8/21, 8/28, 8/30, 8/31, 9/5, 9/6, 9/8 and CPSE 8/22.

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

Vote: Yes 7 No 0

FINANCIAL REPORTS

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

<b>Report</b>	<b>Date/#</b>
Budget Status	June 30
Revenue Status	June 30
Trial Balance	June 30
Budget Transfer	June 30
Audited and Paid Claims	0001-0047

Vote: Yes 7 No 0

INTERNAL AUDITOR

On motion of Mr. Stevens, second by Mr. Kast, the resolution to adopt the Internal Auditor's Risk Assessment Update Report dated August 21, 2023, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

BUDGET TRANSFERS

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the following budget transfers, to be and hereby are approved:

<b>From</b>	<b>To</b>	<b>Amount</b>
A9711.710.00.05	A9760.710.00.05	\$140,000.00
A2110.123.00.02	A2110.153.00.05	\$24,110.00
A2630.460.00.01	A2630.490.00.08	\$10,000.00
A2630.460.00.02		\$5,000.00
A2630.460.00.03		\$5,000.00
A9089.800.00.05	Various	\$31,242.00
A2110.130.00.02	2020.150.00.02	\$100,946.00
	2110.123.00.02	
A1680.160.00.05	A2020.160.00.03	\$19,170.00
A9060.800.00.05	A9760.710.00.05	\$118,000.00

Vote: Yes 7 No 0

IMAGINE LEARNING

On motion of Ms. Wright, second by Mr. Stevens, the resolution authorizing the execution of a consulting agreement with Imagine Learning for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

ALL SUFFOLK DRIVING SCHOOL

On motion of Mr. Kast, second by Ms. Wright, the resolution authorizing the execution of a driver's ed agreement with All Suffolk Driving School for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

LAWRENCE SCHOOL DISTRICT

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of a Health Services contract with the Lawrence School District for the 2022/23 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

WAINSCOTT SCHOOL DISTRICT

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

Vote: Yes 7 No 0



SAG HARBOR SCHOOL DISTRICT

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of a special education services contract with the Sag Harbor School District for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

TEACHER'S ASSOCIATION MOA

On motion of Mr. Stevens, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of a memorandum of agreement with the Westhampton Beach Teachers Association regarding a teacher certification, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

ANNUAL HERBICIDE APPLICATION

On motion of Mr. Kast, second by Ms. Donneson, the resolution to approve the annual application of herbicide to the district's athletic fields and common areas, to be and hereby is adopted.

Vote: Yes 7 No 0

SURPLUS REQUEST

On motion of Mr. Stevens, second by Mr. Kast, the request to surplus the following items as they are unrepairable, to be and hereby is approved:

<b>Item</b>	<b>Asset Tag</b>	<b>Serial #</b>	<b>Location</b>
Frigidaire refrigerator	002923		ES Nurse
AED	000442		HS AD's office

Vote: Yes 7 No 0

JAKOB RESTREPO-BONET

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing an adjustment to Jakob Restrepo-Bonet's salary to Step 1C, BA+30, \$57,882 (prorated), effective September 5, 2023, to be and hereby is adopted.

Vote: Yes 7 No 0

CATHERINE MCGLONE

On motion of Ms. Donneson, second by Mr. Stevens, the resignation of Catherine McGlone for the purpose of retirement from her position as an ES Speech teacher, effective January 31, 2024, with retirement beginning on February 1, 2024, to be and hereby is accepted.

Vote: Yes 7 No 0

PATRICIA BROSINAN

On motion of Mr. Stevens, second by Mr. Kast, the request to change the retirement date of HS Social Studies Teacher Patricia Brosnan to October 18, 2023, with her first day of retirement being October 19, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

KRISTY GANGE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resignation of Kristy Gange from her position as an ES Permanent Substitute Teacher prior to her start date which was to be September 5, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

GINA NOTO

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Gina Noto from her position as an ES Monitor effective September 8, 2023, to be and hereby is accepted.

Vote: Yes 7 No 0

JANINE PRATT LAVERY

On motion of Mr. Stevens, second by Ms. Wright, the appointment of Janine Pratt Lavery as the ES/MS Leave Replacement Assistant Principal effective September 26, 2023 through December 22, 2023 at a per diem rate of \$600, to be and hereby is approved.

Vote: Yes 7 No 0

MICHELLE DUFFY

On motion of Mr. Kast, second by Mr. Stevens, the appointment of Michelle Duffy to an additional 0.2 FTE MS STEM Workshop Section for the 2023/24 school year, to be and hereby is approved.

Vote: Yes 7 No 0

SPECIAL ED SECTIONS

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the appointment of the following special education teachers to teach an additional 0.2 FTE section, effective September 5 through September 29, 2023, to be and hereby are approved:

Caitlin Montpetit	Resource Room
Christine DePalo	Resource Room
Cynthia Griffin	ICT US History
Matthew Reed	ICT English 11
Joseph Bruno	Skills

Vote: Yes 7 No 0

CO-CURRICULAR ADVISORSHIPS

On motion of Mr. Stevens, second by Ms. Lanni-Hewitt, the HS, MS & ES Co-curricular Advisorships for the 2023/24 school year, as submitted, to be and hereby are approved.

Vote: Yes 7 No 0

HS PERMANENT SUBSTITUTES

On motion of Ms. Donneson, second by Mr. Kast, the appointment of the following people as permanent substitute teachers assigned to the High School at \$150/day, effective September 26, 2023 through June 7, 2024, to be and hereby is approved:

Elaine Kelsey
Allan Labbe
Barbara Mims
Bernadette Ryan
Santo Saguto

Vote: Yes 7 No 0

ES PERMANENT SUBSTITUTES

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the appointment of the following people as permanent substitute teachers assigned to the Elementary School at \$150/day, effective September 26, 2023 through June 7, 2024, to be and hereby is approved:

Deborah LoGelfo
Jessica Nicholson
Gabriella Tomasch

Vote: Yes 7 No 0

MS TEAM LEADERS

On motion of Ms. Wright, second by Mr. Stevens, the appointment of the following staff members as MS Team Leaders for the 2023/24 school year, to be and hereby is approved:

Team Storm	Grade 6	Michelle Duffy
Team Riptide	Grade 7	Michelle Bennett
Team Ibis	Grade 7	Asa Grunenwald
Team Jetty	Grade 8	Greg Izzo
Team Surge	Grade 8	Erika Coiro

Vote: Yes 7 No 0

COACHING APPOINTMENT

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the appointment of the following coach for the 2023/24 school year, to be and hereby is approved:

Alexandra Ehrhart	Varsity Assistant Boys Soccer	Step 1	\$5,943.40
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Vote: Yes 7 No 0

SUBSTITUTES

On motion of Ms. Donneson, second by Mr. Kast, the appointment of the following substitutes for the 2023/24 school year, to be and hereby is approved:

Ou Wang-Hartline	Certified Teacher
Tara Bonawandt	Certified Teacher
Zachary Arrasate	Uncertified Teacher
Sarah Fabian	Uncertified Teacher
Justin Fren	Uncertified Teacher
William Ponce	Uncertified Teacher
Susan Nelson	Proctor
Kathleen Walsh	Proctor
Beatrice Allen	Monitor/Clerical
Curtis Hoover	Security

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

POSTINGS

The personnel postings were noted.

OLD BUSINESS

There was no Old Business on the agenda.

NEW BUSINESS

There was no New Business on the agenda.

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:10 PM to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Wright, the Board of Education to reconvene from Executive Session at 8:10 PM, to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Stevens, second by Ms. Wright, all business being completed, Ms. Mensch declared the meeting adjourned at 8:10 PM.

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Judy Iannone, District Clerk

September 18, 2023

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

This Agreement is entered into this 19 day of Sept., 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 East Quogue Union Free School District (hereinafter "SENDING SCHOOL DISTRICT"), having its principal place of business for the purpose of this Agreement at 6 Central Avenue, East Quogue, NY 11942.

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. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the SENDING SCHOOL DISTRICT and may create significant vulnerability and costs for the SENDING SCHOOL DISTRICT.
    - 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) pursuant to this agreement. The tuition rate shall not exceed the actual net cost of educating such student(s). If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education, referenced as the Non-Resident Tuition Rate (NRT).

2. The estimated tuition rate for the 2023-2024 regular school year shall be as follows:

Special Education – Full Day  
K-6 Student with Disabilities - \$79,741

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 tuition rates are modified by the New York State Education Department, the parties shall adjust the tuition payments so that the SENDING SCHOOL DISTRICT shall pay to the RECEIVING SCHOOL DISTRICT the approved 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: Mr. Michael Miller,  
Superintendent of Schools  
East Quogue UFSD  
6 Central Avenue  
East Quogue, NY 11942  
[mmiller@eastquogue.k12.ny.us](mailto:mmiller@eastquogue.k12.ny.us)

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

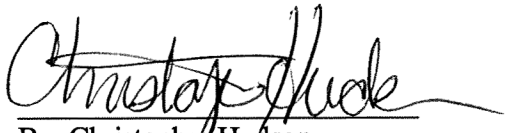
RECEIVING SCHOOL DISTRICT  
WESTHAMPTON BEACH UNION  
FREE SCHOOL DISTRICT

SENDING SCHOOL DISTRICT  
EAST QUOGUE UNION FREE  
SCHOOL DISTRICT

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By: Suzanne M. Mensch

President, Board of Education



By: Christopher Hudson

President, Board of Education

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: September 19, 2023

Re: Pitney Bowes Purchase Agreement

I respectfully request the Board of Education approve the attached purchase agreements from Pitney Bowes. Due to the district's postage equipment lease expiring, we are moving forward with purchasing four new postage machines.

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

# Purchase Agreement/Equipment and Software Maintenance Agreement

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Agreement Number

## Your Business Information

Full Legal Name of Client / DBA Name of Client

Tax ID # (FEIN/TIN)

WESTHAMPTON BEACH UFSD ADM OFFICE

### Sold-To: Address

340 MILL RD, W HAMPTON BCH, NY, 11978-2045, US

### Sold-To: Contact Name

Gwen Gaines

### Sold-To: Contact Phone #

(631) 288-3800

### Sold-To: Account #

0010877213

### Bill-To: Address

340 MILL RD, WESTHAMPTON BEACH, NY, 11978-2050, US

### Bill-To: Contact Name

### Bill-To: Contact Phone #

### Bill-To: Account #

### Bill-To: Email

0010119879

### Ship-To: Address

340 MILL RD, W HAMPTON BCH, NY, 11978-2045, US

### Ship-To: Contact Name

Gwen Gaines

### Ship-To: Contact Phone #

(631) 288-3800

### Ship-To: Account #

0010877213

PO #

## Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROCAUTO	SendPro C Auto	PURCHASE	\$ 0.00
1	1FXA	Interface to InView Dashboard	PURCHASE	\$ 0.00
1	7H00	C Series IMI Meter	RENT	\$ 38.25
1	APAC	Connect+ Accounting Weight Break Reports	PURCHASE	\$ 0.00
1	APAX	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APKN	Account List Import/Export	PURCHASE	\$ 0.00
1	C5CC	Sendpro C Auto 95	PURCHASE	\$ 2,433.92
1	CAAB	Basic Cost Accounting	RENT	\$ 0.00
1	ME1A	Meter Equipment - C Series	PURCHASE	\$ 302.67
1	MP81	C Series Integrated Scale	PURCHASE	\$ 0.00
1	PAB1	C Series Premium App Bundle	PURCHASE	\$ 0.00

1	SJS2	Softguard For SendPro C500	RENT	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)	SLA	\$ 356.15
1	ZH24	Manual Weight Entry	PURCHASE	\$ 0.00
1	ZH29	HZ03 95 LPM Speed	PURCHASE	\$ 0.00
1	ZHC5	SendPro C500 Base System Identifier	PURCHASE	\$ 0.00
1	ZHD5	USPS Rates with Metered Letter	PURCHASE	\$ 0.00
1	ZHD7	E Conf Services for Metered LTR. BDL	RENT	\$ 0.00
1	ZHWL	5lb/3kg Weighing Option for MP81	PURCHASE	\$ 445.11

<b>Purchase Total**</b>	<b>\$ 3,181.70</b>
<b>Monthly Total**</b>	<b>\$ 38.25</b>
<b>Annual Total**</b>	<b>\$ 356.15</b>

\*\*Plus applicable taxes which will be applied at the time of billing.

#### Your Payment Plan

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Meter Services	\$ 114.75	Equipment Maintenance	\$ 356.15

#### Tax Exempt

- ( ) Tax Exempt Certificate Attached  
( ) Tax Exempt Certificate Not Required  
(X) Purchase Power® transaction fees included  
( ) Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

\*\*Plus applicable taxes which will be applied at the time of billing.



**Your Signature Below**

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By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

MR-2770  
State/Entity's Contract #

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Client Signature  
Print Name  
Title  
Date  
Email Address

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**Sales Information**

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Brian Rich	brian.rich@pb.com
Account Rep Name	Email Address

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# Purchase Agreement/Equipment and Software Maintenance Agreement

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Agreement Number

## Your Business Information

<b>Full Legal Name of Client / DBA Name of Client</b>	<b>Tax ID # (FEIN/TIN)</b>
WESTHAMPTON BEACH HIGH SCHOOL	116001975

**Sold-To: Address**  
 49 LILAC RD, WESTHAMPTON BEACH, NY, 11978-2042, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Gwen Gaines	(631) 288-3800	0010961296

**Bill-To: Address**  
 340 MILL RD, WESTHAMPTON BEACH, NY, 11978-2050, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
		0010119879	

**Ship-To: Address**  
 49 LILAC RD, WESTHAMPTON BEACH, NY, 11978-2042, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Gwen Gaines	(631) 288-3800	0010961296

**PO #**

## Your Business Needs

Qty	Item	Business Solution Description	Sales Type	Price
1	SENDPROCAUTO	SendPro C Auto	PURCHASE	\$ 0.00
1	1FXA	Interface to InView Dashboard	PURCHASE	\$ 0.00
1	7H00	C Series IMI Meter	RENT	\$ 38.25
1	APAC	Connect+ Accounting Weight Break Reports	PURCHASE	\$ 0.00
1	APAX	Cost Acctg Accounts Level (100)	PURCHASE	\$ 0.00
1	APKN	Account List Import/Export	PURCHASE	\$ 0.00
1	C5CC	Sendpro C Auto 95	PURCHASE	\$ 2,433.92
1	CAAB	Basic Cost Accounting	RENT	\$ 0.00
1	ME1A	Meter Equipment - C Series	PURCHASE	\$ 302.67
1	MP81	C Series Integrated Scale	PURCHASE	\$ 0.00
1	PAB1	C Series Premium App Bundle	PURCHASE	\$ 0.00

1	SJS2	Softguard For SendPro C500	RENT	\$ 0.00
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)	SLA	\$ 356.15
1	ZH24	Manual Weight Entry	PURCHASE	\$ 0.00
1	ZH29	HZ03 95 LPM Speed	PURCHASE	\$ 0.00
1	ZHC5	SendPro C500 Base System Identifier	PURCHASE	\$ 0.00
1	ZHD5	USPS Rates with Metered Letter	PURCHASE	\$ 0.00
1	ZHD7	E Conf Services for Metered LTR. BDL	RENT	\$ 0.00
1	ZHWL	5lb/3kg Weighing Option for MP81	PURCHASE	\$ 445.11

<b>Purchase Total**</b>	\$ 3,181.70
<b>Monthly Total**</b>	\$ 38.25
<b>Annual Total**</b>	\$ 356.15

**\*\*Plus applicable taxes which will be applied at the time of billing.**

**Your Payment Plan**

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Meter Services	\$ 114.75	Equipment Maintenance	\$ 356.15

**Tax Exempt**

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Shipping and Handling** \$ 0.00

*Initial Term : 12 Months*

**\*\*Plus applicable taxes which will be applied at the time of billing.**

**Your Signature Below**

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By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

MR-2770  
State/Entity's Contract #

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Client Signature  
Print Name  
Title  
Date  
Email Address

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**Sales Information**

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Brian Rich	brian.rich@pb.com
Account Rep Name	Email Address

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**Purchase Agreement/Equipment and Software Maintenance Agreement**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Client / DBA Name of Client</b>	<b>Tax ID # (FEIN/TIN)</b>
WEST HAMPTON BEACH UFSD ELEMENTARY SCHOOL	116001975

**Sold-To: Address**

379 Mill Rd, Westhampton Beach, NY, 11978-2048, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Gwen Gaines	(631) 288-3800	0010231313

**Bill-To: Address**

340 MILL RD, WESTHAMPTON BEACH, NY, 11978-2050, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
		0010119879	

**Ship-To: Address**

379 Mill Rd, Westhampton Beach, NY, 11978-2048, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Gwen Gaines	(631) 288-3800	0010231313

**PO #**

**Your Business Needs**

Qty	Item	Business Solution Description	Sales Type	Price
1	SPMAILSTATION	SendPro Mailstation	PURCHASE	\$ 0.00
1	993-4C	DM400 Series Return Kit With Box	PURCHASE	\$ 0.00
	F90I	Basic Installation and Training	PURCHASE	\$ 0.00
1	HZ00	SendPro Mailstation with 5lb Scale	PURCHASE	\$ 648.91
1	PTJ1	SendPro Online-PitneyShip	SMA	\$ 0.00
1	PTJ4	Multicarrier Sending App w HW or Meter	RENT	\$ 13.00
1	PTJ8	SPO-PitneyShip Mailing included w HW	SMA	\$ 0.00
1	PTJN	Single User Access	SMA	\$ 0.00
1	PTJR	50 User Access with Hardware or Meter	RENT	\$ 0.00
1	PTKQ	SendPro Mailstation Stamps 50 Users	RENT	\$ 11.30
1	STD SLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)	SLA	\$ 12.75

<b>Purchase Total**</b>	\$ 648.91
<b>Monthly Total**</b>	\$ 24.30
<b>Annual Total**</b>	\$ 12.75

\*\*Plus applicable taxes which will be applied at the time of billing.

**Your Payment Plan**

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Subscriptions	\$ 72.90	Equipment Maintenance	\$ 12.75

**Tax Exempt**

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Shipping and Handling** \$ 0.00

Initial Term : 12 Months

\*\*Plus applicable taxes which will be applied at the time of billing.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

MR-2770  
State/Entity's Contract # \_\_\_\_\_

Client Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Email Address \_\_\_\_\_

**Sales Information**

Brian Rich brian.rich@pb.com  
 Account Rep Name Email Address

**Purchase Agreement/Equipment and Software Maintenance Agreement**

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Agreement Number

**Your Business Information**

<b>Full Legal Name of Client / DBA Name of Client</b>			<b>Tax ID # (FEIN/TIN)</b>		
WESTHAMPTON BEACH UFSD MIDDLE SCHOOL			237258412		
<b>Sold-To: Address</b>					
340 MILL RD, W HAMPTON BCH, NY, 11978-2045, US					
<b>Sold-To: Contact Name</b>		<b>Sold-To: Contact Phone #</b>		<b>Sold-To: Account #</b>	
Gwen Gaines		(631) 288-3800		0012925614	
<b>Bill-To: Address</b>					
340 MILL RD, WESTHAMPTON BEACH, NY, 11978-2050, US					
<b>Bill-To: Contact Name</b>		<b>Bill-To: Contact Phone #</b>		<b>Bill-To: Account #</b>	
				0011003424	
<b>Ship-To: Address</b>					
340 MILL RD, W HAMPTON BCH, NY, 11978-2045, US					
<b>Ship-To: Contact Name</b>		<b>Ship-To: Contact Phone #</b>		<b>Ship-To: Account #</b>	
Gwen Gaines		(631) 288-3800		0012925614	
<b>PO #</b>					

**Your Business Needs**

Qty	Item	Business Solution Description	Sales Type	Price
1	SPMAILSTATION	SendPro Mailstation	PURCHASE	\$ 0.00
1	993-4C	DM400 Series Return Kit With Box	PURCHASE	\$ 0.00
	F90I	Basic Installation and Training	PURCHASE	\$ 0.00
1	HZ00	SendPro Mailstation with 5lb Scale	PURCHASE	\$ 648.91
1	PTJ1	SendPro Online-PitneyShip	SMA	\$ 0.00
1	PTJ4	Multicarrier Sending App w HW or Meter	RENT	\$ 13.00
1	PTJ8	SPO-PitneyShip Mailing included w HW	SMA	\$ 0.00
1	PTJN	Single User Access	SMA	\$ 0.00
1	PTJR	50 User Access with Hardware or Meter	RENT	\$ 0.00
1	PTKQ	SendPro Mailstation Stamps 50 Users	RENT	\$ 11.30
1	STDSL A	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)	SLA	\$ 12.75

<b>Purchase Total**</b>	\$ 648.91
<b>Monthly Total**</b>	\$ 24.30
<b>Annual Total**</b>	\$ 12.75

\*\*Plus applicable taxes which will be applied at the time of billing.

**Your Payment Plan**

Quarterly Billing Total**		Annual Billing Total**	
Type	Fees	Type	Fees
Subscriptions	\$ 72.90	Equipment Maintenance	\$ 12.75

**Tax Exempt**

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Shipping and Handling** \$ 0.00

Initial Term : 12 Months

\*\*Plus applicable taxes which will be applied at the time of billing.

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states>. The terms and conditions of this contract will govern this transaction.

MR-2770  
State/Entity's Contract # \_\_\_\_\_

Client Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Email Address \_\_\_\_\_

**Sales Information**

Brian Rich brian.rich@pb.com  
 Account Rep Name Email Address



## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ 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 Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter the "CONSULTANT"), having a principal mailing address of 1400 Old Country Road, Ste. C103N, Westbury, NY 11590.

### 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. 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 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 CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. During the term of his Agreement, the services to be provided by the CONSULTANT shall include consulting services listed on the attached Rate Sheet, annexed hereto as Appendix "A," on an as needed basis.
2. The CONSULTANT shall provide the services set forth in this Agreement to those student(s) referred by the DISTRICT in writing.
3. All services provided by the CONSULTANT to students 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 DISTRICT to the CONSULTANT upon any modification of a student's IEP.
4. The CONSULTANT will work cooperatively with the DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The CONSULTANT shall make relevant personnel available to participate in meetings of the DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the CONSULTANT of such meetings.
5. The District shall refer Students requiring CONSULTANT'S services to the CONSULTANT and the CONSULTANT shall be responsible for scheduling services with such Students. Services shall be provided at the DISTRICT or the Student's home as authorized by the Student's IEP.
6. The DISTRICT shall have the right to reject any individual assigned by CONSULTANT and to require that individual cease to provide further services on the DISTRICT's behalf. Upon removal of an individual, CONSULTANT shall provide a replacement for such removed individual within a reasonable time.
7. Quarterly Progress Notes: The DISTRICT will receive a written report summarizing the students' progress towards achieving their rehabilitative goals for each marking period. If available, therapists will report through "IEP Direct" or similar computerized reporting system.
8. Annual Reports: Annual reports shall include but are not limited to:
  - a. At least one standardized assessment;
  - b. Summary of the Student's progress according to the skills they are working to develop and their current functional level;
  - c. New therapy goals as appropriate for the upcoming school year.

- d. Recommendation of therapy mandates for the upcoming school year; and
  - e. If therapeutically necessary, recommendation for extended therapy services over the summer.
9. 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.
10. 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 license or certification applicable.
11. 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.
12. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.
13. CONSULTANT 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 pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
14. The DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the CONSULTANT to provide services pursuant to this Agreement.
- 
15. The DISTRICT shall obtain releases or other legal documents necessary for the CONSULTANT to render full reports concerning the education and progress of the student(s) to the DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.

**D. 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. The DISTRICT shall notify CONSULTANT of any invoice disputes with twenty (20) days of its receipt of such invoice.

2. Compensation shall in accordance with the 2023-2024 fee schedule annexed hereto as Appendix "A."
3. The parties agree and understand that in the event a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. In the event that a home CONSULTANT is not notified of a cancellation at least one (1) hour prior to the scheduled service, the DISTRICT will be billed for such absence for the length of the session, at the rate set forth in Appendix A, not to exceed one (1) hour.
4. The parties agree and understand that should a student be unavailable to attend his/her individual services for any reason, the DISTRICT will be responsible for payment of the fees for the service provider, as if said student was present. In such cases, the CONSULTANT shall use the cancelled session's time to do required paperwork or other student-related work for the DISTRICT.
5. The DISTRICT will be billed a one-time session fee at the inception of a student's services for the consultation with the classroom teacher. The amount charged will be equivalent to a 30 minute charge for that student's mandated service.
6. In the event that only one student is present for a "group" session, session will be billed at the individual rate.
7. Make-ups for missed sessions shall be done within a reasonable period of time, if the CONSULTANT and student schedules permit. If an absence has already been billed to the DISTRICT, the DISTRICT will not be billed for the make-up session. Missed sessions due to DISTRICT closings can be rescheduled in accordance with the Student's IEP and the CONSULTANT's schedule.
8. In order to ensure that scheduled services remain on the CONSULTANT's schedule, the DISTRICT will incur a No Prescription charge in the event the DISTRICT fails to obtain an appropriate prescription for IEP mandated services. DISTRICT shall be charged no more than two (2) sessions per month until the prescription has been received.

## E. INSURANCE

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, CONSULTANT hereby agrees to effectuate the naming of the DISTRICT as an Additional Insured on CONSULTANT's insurance policies, except for workers' compensation and New York State Disability insurance.

1. The policy naming the 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. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the DISTRICT and may create significant vulnerability and costs for the DISTRICT.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the 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 DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the 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.

2.

- a. The certificate of insurance must describe the services provided by CONSULTANT that are covered by the liability policies.
- b. At the DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, CONSULTANT will provide a copy of the policy endorsements and forms.

3. CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.

4. 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 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 consultant performed under the contract for the 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.

5. CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT. CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the 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 DISTRICT.

6. If CONSULTANT utilizes independent contractors, then CONSULTANT 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.

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. CONSULTANT may terminate this agreement with thirty (30) days' prior written notice to the DISTRICT.
2. The parties agree that CONSULTANT'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 CONSULTANT.
3. In the event the CONSULTANT 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.
4. In the event of termination, all reports and services due to the DISTRICT must be completed by CONSULTANT within thirty (30) days of the termination date.

G. MISCELLANEOUS

1. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
2. Pursuant to the requirements of Appendix II to Part 200 of the Code of Federal Regulations, CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1387).

H. NON-EXCLUSION FROM PROGRAM PARTICIPATION



Pursuant to the requirements of Appendix II to Part 200 of the Code of Federal Regulations CONSULTANT represents and warrants that it, its employees and/or its contractors are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320 a-7b(f) or in any other government payment program.

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

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

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

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

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

#### I. DISCRIMINATION PROHIBITED

Neither the DISTRICT nor CONSULTANT will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.

#### J. SUCCESSORS AND ASSIGNS

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



K. 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.

L. 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.

M. GOVERNING LAW

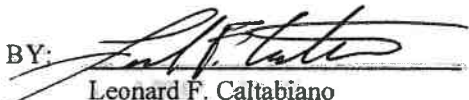
This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the substantive and procedural laws and regulations of the State of New York and applicable Federal laws and regulations. Each of the parties hereto consents to the jurisdiction 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.

N. 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.

Kidz Educational Services, SLP, OT, PT,      Westhampton Beach UFSD  
LMSW, Psychology, Audiology, PLLC

BY:   
Leonard F. Caltabiano  
Chief Executive Officer

BY: \_\_\_\_\_  
Suzanne Mensch  
President, Board of Education

Appendix A

**Services**

Where upon CONSULTANT will provide the following "Services and Evaluations" to the DISTRICT, including but not limited to:

- **Speech Therapy**
- **Occupational Therapy**
- **Physical Therapy**
- **Counseling**
- **Hearing Services**
- **Parent Training**
- **Vision Services**
- **Orientation & Mobility Services**
- **Resource Room**
- **Consultant Teacher**
- **Special Education Services**
- **Home Instruction**
- **ABA 1:1 Aides**
- **Trainings**
- **Transition Planning**
- **Consultations**
- **Diagnostic Evaluations**
- **Home Instruction - Interim Alternate Location**
- **Behavior Intervention Services**
- **Functional Behavior Assessments**



West Hampton Beach Union Free School District

2023 - 2024 Nassau/Suffolk Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

**SERVICES:**

<b>Behavior Assessment, Intervention &amp; Support Services</b>	<b>Rate Per 60 Minute Session</b>
BIS and CSE & TEAM Meetings (Home)	\$120.00 per Student
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings	\$131.00 per Student
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral	\$156.00 per Student
Parent Training and CSE & TEAM Meetings	\$132.00 per Student
Bilingual Parent Training and CSE & TEAM Meetings	\$156.00 per Student
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$133.00 per Student
1:1 AIDE/PT/Paraprofessional Services in School (2)	\$56.00 per Student
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request
<b>Functional Behavior Assessment (FBA)</b>	<b>Rate Per 60 Minute Session</b>
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)	\$131.00 per Student, per 60 minutes
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)	\$156.00 per Student, per 60 minutes
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET	See Eval Rates
<b>Special Education Services - (Resource Room, Consultant Teacher)</b>	<b>Rate Per 60 Minute Session</b>
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings	\$99.00 per Student
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min. 2 - Max. 5 Students)*	\$44.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings	\$131.00 per Student
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$109.00 per Student
<b>Related Services - (Speech, Occupational, Physical, Counseling Therapy)</b>	<b>Rate Per 30 Minute Session</b>
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$46.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$61.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$66.00
Individual School Services: Counseling and CSE & TEAM Meetings	\$46.00
Individual Home Services: Speech, Occupational, Physical Therapy & Counseling	\$70.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Related Services Intervention Push-In Classroom	\$66.00 per 30 minute push-in
Related Services: ST, OT, PT, Counseling, Full Day or Half Day	Pricing Available Upon Request
Prompt & Locomote Program and CSE & TEAM Meetings	\$92.00
Vision/Orientation and Mobility and CSE & TEAM Meetings	\$92.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings	\$61.00
<b>Home Instruction - Interim Alternate Location</b>	
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs *** (1)	\$146.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location Additional Supports *** (1)	\$109.00 per Student/per 60 minutes
Alternate Location-Rel Svc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mtgs (1)	\$61.00 per Student/per 30 minutes
Alternate Location: Parent Training and CSE & TEAM Mtgs (1)	\$156.00 per Student/per 60 minutes
<b>Other Services Offered</b>	
Assistive Technology Services or Consulting and CSE & TEAM Meetings	\$156.00 per Student per hour
Staff Development & Training (3)	\$225 hourly rate pro-rated, per speaker
Daily Rate for Services	Pricing Available Upon Request
Leave Replacement	Pricing Available Upon Request
Interim Director/Asst. Director for Special Education	Pricing Available Upon Request
Translation Services - Spanish Only	\$72.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages	\$94.00 per 60 minutes (min. 2 hours)
Workshop & Conferences - Customized to District Needs -	See Workshop Rate Sheet pg. 3
* If IEP states "group" and a group is not available, individual rates will apply until a group is available.	
**If only one student is present for a "group" session, individual rates will apply.	
***Please note specific rate for BIS at the Alternate Location services does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.	
(1) In the event of a learners absence Alternate Location services will be billed at noted rate regardless of the length of the absence.	
(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Room hours already exist for the specific setting.	
(3) Does not include CEU's, see Workshop and Conference Rate Sheet page 3.	



**West Hampton Beach Union Free School District**

2023 - 2024 Nassau/Suffolk Rate Sheet

**SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS**

**Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC**

<b>EVALUATIONS:</b>	<b>Rate per eval.</b>
Central Auditory Processing (CAP-D) *must have additional Audiological	\$884
Audiological	\$208
Assistive Augmentive Communication (AAC)	\$550
Functional Behavior Assessment Report (See Service Rate Sheet)	\$260
Behavior Intervention Plan Report (BIP)	\$260
Psychological	\$1,015
ADOS - * must have additional Social History and Classroom Observation	\$714
Social History	\$208
Classroom Observation	\$260
Educational	\$468
Reading	\$520
Occupational Therapy	\$434
PT or OT Screenings	\$102
Physical Therapy	\$408
Speech Therapy	\$434
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings	\$102 per Student, per 60 minutes
CSE Meetings for ADOS	\$131 per Student, per 60 minutes
Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth:	
In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour)	
The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.	
PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.	

**KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, Psychology, Audiology, PLLC**  
**Original**



**District Workshop Fees (2023-24)**

Workshop rates are not subject to renewals. Current conference and training rates will apply.

Time (in hrs per workshop)	Fee Schedule (per workshop)
1	350
1.5	450
2	550
2.5	650
3	750
4	1,000
5	1,250
6	1,500

Sessions booked less than two weeks before the scheduled date will be subject to a 10% surcharge.

Sessions booked less than one week before the scheduled date will be subject to a 15% surcharge.

**Note:** Each workshop is considered an individual entity and is billed as such. Any times not listed above will be prorated the prevailing rate. Quarter-hour session will be prorated to the higher half-hour rate.

CEUs: There will be an additional charge of \$125 per session, if you would like your staff to receive Continuing Education hours (e.g., ASHA, CTLE, NY State Board for Social Work hours, NASP). In addition, sessions for ASHA CEUs may incur an additional fee as required by ASHA to register the course with that agency.

To schedule a workshop or conference, contact Teri Chase, Conference Coordinator, at (516) 806-6969 or [teri.chase@familyofkidz.com](mailto:teri.chase@familyofkidz.com)

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Kidz Educational Services SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC**

Supplemental Agreement dated this 1st day of July 2023 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Kidz Educational Services SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC** (the "Consultant") located at 1400 Old Country Rd, Ste. C103N Westbury, NY 11590.

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 person 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:

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#### 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.

Kidz Educational Services, SLP, OT, PT,  
LMSW, Psychology, Audiology, PLC

Westhampton Beach UFSD

By: 

By: \_\_\_\_\_

Print Name: Leonard F. Caltabiano

Print Name: Suzanne Mensch

Title: Chief Executive Officer

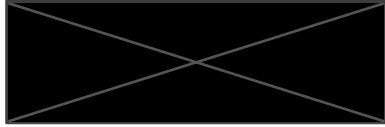
Title: President, Board of Education

Date: 8/25/23

Date: \_\_\_\_\_

Teacher Center of the Western Hamptons  
Instructor Contract

Instructor: <sup>■</sup> Renee Johnson



Course: Surviving Education in a Tech Savvy World (online)

Dates: October 9 - November 5, 2023

Pay: \$1,200.00

Renee Johnson

Renee Johnson

Dariah Luciano

Dariah Luciano (TCWH Director)

Suzanne M. Mensch  
Suzanne M. Mensch (BOE President)

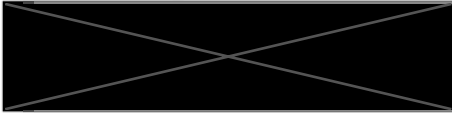
# Teacher Center of the Western Hamptons

## Instructor Contract



Instructor:

Christine Harrison



Course: Spanish for Educators

Course Dates & Times: Saturday, 10/14 & 10/21

Total Cost: \$1,200

A handwritten signature in cursive script, appearing to read 'Christine Harrison', written over a horizontal line.

Course Instructor - Christine Harrison

A handwritten signature in cursive script, appearing to read 'Dariah Luciano', written over a horizontal line.

Dariah Luciano (TCWH Director)

---

Suzanne Mensch (BOE President)

Teacher Center of the Western Hamptons  
Instructor Contract



Instructor:

Name Kelly Hogan



Course: Making Google Work for You: Optimizing the Google Suite for Your Classroom

Course Dates & Times: 10/2/23-11/5/23, Online

Total Cost: \$1,200

Kelly Hogan  
Kelly Hogan

Dariah Luciano  
Dariah Luciano (TCWH Director)

\_\_\_\_\_  
Suzanne Mensch (BOE President)



# WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

340 MILL ROAD, WESTHAMPTON BEACH, NEW YORK 11978

(631) 288-3800 Fax: (631) 288-6509

William A. Fisher  
*Assistant Superintendent for Personnel and Instruction*

Carolyn J. Probst, Ed.D.  
*Superintendent of Schools*

TO: Carolyn J. Probst  
FROM: William A. Fisher *WAF*  
DATE: September 26, 2023  
RE: Field Trip Request/Youth and Government Conference, Albany,  
NY, November 19-21, 2023

---

Attached is an overnight field trip request from Kelly Massaro to take fifty-nine middle school students to the Youth and Government Conference in Albany, New York. The trip is scheduled for Sunday, November 19, 2023 through Tuesday, November 21, 2023.

Please place on the Board of Education agenda for action.

WAF/lh





# WESTHAMPTON BEACH PUBLIC SCHOOLS

## REQUEST FOR FIELD TRIP

Must be submitted 2 weeks prior to trip

From: Kelly Massaro Date of Application: 9/14/2023

Authorization is requested for this field trip at full expense to the School District.

Authorization is requested for transportation only.

PURPOSE: Youth and Government conference

DESTINATION: Albany, NY

DATE(S) OF EVENT: Nov 19 - Nov 21, 2023

TIME OF DEPARTURE: 9 Am (11/19) TIME OF PICK-UP: 10 Am (11/21)

SUBSTITUTE NEEDED: Yes  No

Description and Number of Students Participating in Field Trip: Roster has 59 students; parent permission being sent, # TO be determined

Form of Transportation needed: (indicate number of vehicles)

Personal Car \_\_\_\_\_ Mini-Bus \_\_\_\_\_ Bus  COACH

List Additional Chaperones:

Yvonne Perez \_\_\_\_\_ Shaun Johnson \_\_\_\_\_  
Kelly Massaro \_\_\_\_\_ more if needed \_\_\_\_\_  
Josh Tuttle \_\_\_\_\_ \_\_\_\_\_

ANTICIPATED EXPENSES:\* (Purchase Order must accompany this form)

Registration/Admission Fee: \$ 425 per adult standard double room  
If personal car: number of miles at 50 p/m all includes \$ 475 per student / Single Room  
Tolls: conference \$ 425 per student / Double Room  
Meals: costs + food \$ 325 per student / Four person Room  
Boxes contract / Hampton Jitney \$ 8240.00 per bus  
**NO EXTRA PAY** **TOTAL** \$ split per student  
Based on enrollment

Chen Mill

### APPROVAL ROUTE

1- Building Principal/Date

2-Asst. Superintendent for Personnel & Instruction/Date

3-Business Official/Date

## FIELD TRIPS AND EXCURSIONS EXHIBIT

## REQUEST FOR SCHOOL SPONSORED TRIP REQUIRING BOARD APPROVAL

Please complete all information requested and attach supporting back-up information. This form must be submitted to the Office of Staff Services no later than two weeks prior to the Board of Education meeting at which the request will be considered.

1. Staff member(s) requesting the trip: Kelly Massaro  
ymcany.s.org/home/yag/middle-school/ → trip information

2. Destination, education purpose of trip, and value to the students: attend the Youth and Government conference at the Capitol in Albany. The trip teaches students leadership skills. They write and debate laws against legislators and school districts across New York State. It is a fully immersive experience to participate in the workings of our government.

3. Which students will participate:

a. Number of students approx 48

b. Grade levels 7, 8

c. Group(s) I

d. Name (if known) \_\_\_\_\_

4. Method of Participant Selection: Students and parents selected students to participate

5. Dates:

a. Specify day(s) and date(s) Nov. 19 - Nov. 21

b. Are these school days? 2 school days Nov 20, Nov 21

6. Means of Transportation Boces Contract

Transportation Company Name: Hampton Titney

Approximate length of traveling time (one way) 223 miles 3hr 33 min

7. Chaperone(s): Yvonne Perez, Josh Tuttle, another male chaperone (TBD)

8. Date of last participation for a similar trip: Nov. 20-22nd, 2022

9. COST FUNDING SOURCE

Transportation	\$8240.00	One Coach Bus/Hampton Jitney
Admission	\$425	for each adult
Food	\$475	single room students
Lodging	\$425	double room students
Participation Fees	\$325	4 person room students
Other		
TOTALS		

10. Accommodations will be at: Desmond Hotel, Albany NY

11. Arrangements for student(s) who cannot afford to pay: Town of Southampton scholarships are available / Rotary - chamber - Kiwanis

12. Organization sponsoring the program: Greater YMCA / Youth and Government program

13. Substitutes needed?: YES  NO  How Many? 4

Dates Needed: Nov. 20 and Nov. 21, 2023

14. Other pertinent information: we need a coach bus to be provided for travel to conference on Nov. 19 and for our return from conference Nov. 21

15. Meeting date to be considered by the Board: \_\_\_\_\_

16. Signature of Teacher or Staff member in charge: [Signature]

17. Signature of Principal recommending trip: Ch Miller

Date: Sept.



# **WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT**

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

**October 2, 2023**

**A - CERTIFIED STAFF**

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

1. Temporary Employment

<b>NAME</b>	<b>POSITION</b>	<b>SALARY</b>	<b>EFFECTIVE DATES</b>
Danielle Musumeci	ES RTI/Title I Teacher	6.5 hours/day, \$30/hour	10/3/23 - 6/7/24

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

<b>NAME</b>	<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Samantha Zegel	HS Science Teacher	12/11/23 - 6/26/24	Childcare Leave of Absence

3. Appointment of Substitutes

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

<b>NAME</b>	<b>POSITION</b>	<b>RATE OF PAY</b>
Pauline Schmidt	Nurse Substitute (RN)	\$150/day

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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 Guards for the 2023-2024 school year at the rate approved by the Board of Education at its Organizational Meeting:

<b>NAME</b>	<b>POSITION</b>	<b>RATE OF PAY</b>
Raymond Grube	Guard	\$25/hour

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

<b>NAME</b>	<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Judith Iannone	Superintendent's Secretary/District Clerk	12/29/23	Retirement
Eric Nichols	Groundskeeper I	10/2/23	Retirement

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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**

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<b>NAME</b>	<b>POSITION</b>	<b>RATE OF PAY</b>
Kerriane Beaver	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Dawn Belson	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Eileen Comer	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Emily Dawson	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Megan Fay	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Tara Hudson	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Kaleigh Locke	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Lynne Marshall	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Meaghan Moran	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Jessica Nicholson	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Thomas O'Leary	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Lorraine Porcelli	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour
Annmarie Steiner	ES RISE After School Instructional Support K-5 Staff	\$50.22/hour

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Date Submitted to the Board of Education: \_\_\_\_\_

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

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<b>NAME</b>	<b>SCHOOL</b>	<b>ACTIVITY</b>	<b>RATE OF PAY</b>
Denizzie Kearns	High School	Honor Society Foreign Language	\$867

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Date Submitted to the Board of Education: \_\_\_\_\_



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

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<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>	<b>SALARY</b>
Alexandra Ehrhart (BOE Approved 9/18/23)	High School	Boys Soccer - Varsity Assistant	\$2,861.56 - Modification

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Date Submitted to the Board of Education: \_\_\_\_\_

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

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Bulletin No. 23/24 – 19

**ANTICIPATED VACANCY  
PROBATIONARY POSITION**

**1.0 FTE Middle School/High School Special Education Teacher**

Please apply immediately to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District  
631-288-3800

September 18, 2023

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

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Bulletin No. 23/24 – 20  
\*\*Revised\*\*

**ANTICIPATED VACANCY**  
Probationary Position

**1.0 FTE Speech Language Therapist District Wide  
Commencing February 1, 2024**

Bilingual (Spanish speaking) preferred

Please apply by October 6, 2023 to:

Dr. MaryAnn Ambrosini  
Director of Pupil Personnel Services  
Westhampton Beach School District  
631-288-3800

September 21, 2023

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

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Bulletin No. 23/24 – 21

**VACANCY**

**Living Environment Leave Replacement Teacher**

December 11, 2023 - June 30, 2024

AP Biology and Science Research experience preferred

Please apply by October 12, 2023:

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

September 27, 2023

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

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Bulletin No. 23/24 - 22

**VACANCY**

**Chemical Hygiene Officer**

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

Please apply immediately to:

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

September 28, 2023