

**TYPE:** Board Meeting

**DATE:** 6/3/2024      **TIME:** 7:00 PM

**LOCATION:** High School Library

**DETAILS:**

### 1. CALL TO ORDER

1. Call to Order Info

### 2. PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

### 3. EDUCATIONAL PRESENTATIONS

1. Valedictorian and Salutatorian Recognition Info
2. Tenure and Retiree Recognition Info
3. District Safety Plan Info

### 4. PUBLIC PARTICIPATION

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

### 5. MINUTES

1. Approval of Minutes of the May 13, 2024 Budget Hearing Action
2. Approval of Minutes of the May 13, 2024 Board Meeting Action
3. Approval of minutes for the Annual Budget Vote and Election of Board Members - May 21, 2024 Action

### 6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 2/28, Action  
3/18, 3/22, 3/26, 3/27, 4/3, 4/4, 4/5, 4/8, 4/9, 4/10, 4/11, 4/12, 4/15,  
4/16, 4/17, 4/30, 5/6, 5/7, 5/8, 5/9, 5/13, 5/17, 5/20, 5/21 and CPSE 4/5,  
4/11, 4/12, 4/19, 5/10 & 5/13.

### 7. FINANCIALS

### 8. SUPERINTENDENT'S REPORT

1. Acceptance of the Annual Budget Vote and Election Results Action
2. Approval of Annual Reorganizational Meeting Date Action  
Monday, July 8, 2024
3. Approval of RFP Award for Special Education Providers Action
4. Approval of 2024-25 Eastern Suffolk BOCES Shared Services Action
5. Adoption of the Eastern Suffolk BOCES Joint Municipal Cooperative Bidding Program Resolution A for the 2024-25 school year Action
6. Approval of Contract Amendment with the Superintendent of Schools Action
7. Approval of Budget Transfers Action
8. Approval of Agreement with Remsenburg-Speonk UFSD Action
9. Approval of Agreement with Riverhead CSD Action

- |     |  |        |
|-----|--|--------|
| 10. | Approval of one (1) individual student tuition contract for the 2024-25 school year.   | Action |
| 11. | Approval of Consultant Services Contract with Community Care Companions, Inc. for the 2024-25 school year.   | Action |
| 12. | Approval of Consultant Services Contract with Laura Grable for the 2024-25 school year.  | Action |
| 13. | Approval of Consultant Services Contract with Health Source Group for the 2024-25 school year.   | Action |
| 14. | Approval of Consultant Services Contract with Metro Therapy, Inc. for the 2024-25 school year.   | Action |
| 15. | Approval of Consultant Services Contract with New York Therapy Placement Services, Inc. for the 2024-25 school year.                                 | Action |
| 16. | Approval of Consultant Services Contract with Elizabeth Schneiner-Hope, Licensed Behavior Analyst, PC for the 2024-25 school year.                   | Action |
| 17. | Approval of Consultant Services Contract with Zycron Industries, LLC for the 2024-25 school year.  | Action |
| 18. | Approval of Consultant Services Contract with Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC for the 2024-25 school year. | Action |

**9. PERSONNEL**

- |    |  |        |
|----|--|--------|
| 1. | Appointment/Volunteer Coach  | Action |
| 2. | Appointment/Per Diem Substitute Teacher                            | Action |
| 3. | Retirement/ES Teacher Aide   | Action |
| 4. | Appointment/Summer Special Education Testing                       | Action |
| 5. | Appointment/0.6 FTE HS School Social Worker                        | Action |
| 6. | Appointment/0.8 FTE Speech Therapist                               | Action |
| 7. | Proposed Custodial Holiday Schedule/2024-2025 School Year          | Action |
| 8. | Request for Childcare Leave of Absence/MS Foreign Language Teacher | Action |

**10. REPORTS**

- |    |          |      |
|----|----------|------|
| 1. | Postings | Info |
|----|----------|------|

**11. OLD BUSINESS**

**12. NEW BUSINESS**

**13. EXECUTIVE SESSION**

**14. ADJOURNMENT**

- |    |             |        |
|----|-------------|--------|
| 1. | Adjournment | Action |
|----|-------------|--------|

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**



**Minutes of Budget Hearing held in the High School Library**  
**Monday, April 13, 2024 (7:00 PM)**

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

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business and approximately 12 staff and community members.

The meeting was called to order by Ms. Suzanne M. Mensch, President at 7:03 p.m.

The pledge was conducted.

Ms. Mensch announced that this is a Budget Hearing Meeting only, on the proposed expenditures of the School District for the 2024/25 school year, and that voting on the proposed budget shall be held on Tuesday, May 21, 2024 between the hours of 7:00 AM and 9:00 PM in the High School LGI Room, (behind the District Auditorium), Westhampton Beach, New York.

On motion of Mr. Kast, second by Mr. Stevens, it was moved to open discussion of the proposed budget.

Vote: Yes 7 No 0

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

Mr. Herman Bishop, The Greater Westhampton Historical Museum President, presented information about the museum's proposed budget.

Dr. Probst gave a presentation on the District's proposed 2024/25 school budget.

A community member asked for an explanation if special education services would be affected by the budget cuts.

Ms. Mensch advised the public that all voting will be held on Tuesday, May 21, 2024, between the hours of 7:00 AM and 9:00 PM in the High School LGI Room.

- Ms. Mensch presented the propositions and Board vacancies as follows:
  - Proposition 1 - SHALL the Budget of the Westhampton Beach Union Free School District, Suffolk County, New York, in the amount of \$64,879,213 the fiscal year 2024/2025 be approved, and a tax levied therefor upon the taxable property of the school district?

- Proposition 2 - SHALL the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$2,633,248 for payment of operational and bond financing expenses of the Westhampton Free Library for the fiscal year 2024/2025, and to levy the necessary tax therefor?
- Proposition 3 - SHALL the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$100,000 for payment of operational and maintenance expenses of The Greater Westhampton Historical Museum for the fiscal year 2024/2025, and to levy the necessary tax therefor?
- Board Member – Election of **three (3)** members of the Board of Education, for a term of three (3) years commencing July 1, 2024, and expiring June 30, 2027. Candidates are Jennifer Neumaier, Ryan Fay, Daniel Bennett, Bryan Beasley, Robert Macedonio and Joyce Donneson (incumbent).

ADJOURNMENT

On motion of Mr. Kast, second by Ms. Arrasate, all business being completed, Ms. Mensch declared the meeting adjourned at 7:32 p.m.

Vote: Yes 7 No 0



---

Lisa Rheume, District Clerk



**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**



**Minutes of Regular Board of Education Meeting held in the High School Library**  
**Monday, May 13, 2024 (7:30 PM)**

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

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business

The meeting was called to order by Ms. Suzanne M. Mensch, President at 7:36 p.m.

The pledge was conducted.

**PUBLIC PARTICIPATION**

No comments were received.

**APPROVAL OF MINUTES**

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the minutes of the April 15, 2024 meeting, to be and are hereby approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Wright, the minutes of the April 16, 2024 BOCES Vote and Election special meeting, to be and are hereby approved.

Vote: Yes 7 No 0

**SPECIAL EDUCATION**

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendations and authorization of funds to implement the special education programs and services consistent with such recommendations of the Westhampton Beach UFSD CSE meetings of meetings of 2/8, 2/14, 3/5, 3/6, 3/7, 3/8, 3/12, 3/13, 3/14, 3/15, 3/18, 3/20, 3/21, 3/22, 3/26, 3/27, 3/28, 4/9, 4/11, 4/12, 4/29 and 5/6, to be and hereby are approved.

Vote: Yes 7 No 0

## FINANCIALS

On motion of Mr. Stevens, second by Ms. Donneson, the recommendation to approve the financial items below as a whole, are hereby approved.

1. Budget Status Report as of March 31, 2024
2. Revenue Status Report as of March 31, 2024
3. Trial Balance Report as of March 31, 2024
4. Budgetary Transfer Report March 2024
5. Treasurers Reports & Collateral March 2024
6. Audited and Paid Claims 0164-0177

Vote: Yes 7 No 0

## SWORDFISH CLUB

On motion of Ms. Donneson, second by Mr. Kast, the space agreement with the Swordfish Club for summer recreation swimming lessons, July 8 - August 2, 2024, to be and is hereby approved.

Vote: Yes 6 No 0 Abstain 1

## TAX ANTICIPATION NOTES (TAN)

Board Member Halsey Stevens, offered the following resolution and moved its adoption:

**TAX ANTICIPATION NOTE RESOLUTION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MAY 13, 2024, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,500,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2025**

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

Section 1. Tax Anticipation Notes (herein called "Notes") of Westhampton Beach Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$13,500,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33 -a of the Consolidated Laws of the State of New York (herein called "Law").

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

(a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2024 and ending June 30, 2025, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.

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

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

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

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

thereof shall be levied and collected.

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

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

Section 6. This resolution shall take effect immediately.

\*\*\*

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

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

AYES: 7

NOES: 0

The resolution was declared adopted.

MUNISTAT FINANCIAL ADVISORY SERVICES

On motion of Mr. Kast, second by Mr. Stevens, the agreement with Munistat Financial Advisory Services for the 2024-25 school year, to be and is hereby adopted:

Vote: Yes 7 No 0

BUDGET TRANSFERS

On motion of Ms. Wright, second by Mr. Stevens, the following budget transfers, to be and are hereby approved.

From	To	Amount
A1620-200-00-01	A1620-200-91-05	\$852.41
A1620-200-00-02	A1620-200-91-05	\$217.41
A1620-200-00-03	A1620-200-91-05	\$652.41
A2110-200-71-01	A1620-200-91-05	\$531.00

Vote: Yes 7 No 0

APPROVAL OF DONATION

On motion of Mr. Stevens, second by Mr. Kast, a donation from the Elementary School PTA to supplement the greenhouse program in the amount of \$5,000.00, to be and is hereby accepted.

Vote: Yes 7 No 0

AWARDS OF TENURE

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

<b>Staff Member</b>	<b>Tenure Date</b>	<b>Tenure Area</b>
Marisa DeMarco	September 1, 2024	Teaching Assistant
Sarah Drake	September 6, 2024	Art
Gina Grillo	September 1, 2024	Mathematics
Rebecca Sullivan	September 1, 2024	ENL

Vote: Yes 7 No 0

WILLIAM RAY

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resignation of William Ray from his position as a Senior Guard for the purpose of retirement, with his last day of employment to be June 28, 2024, and retirement beginning June 29, 2024, is hereby approved.

Vote: Yes 7 No 0

TADEUSZ NOWAKOWSKI

On motion of Mr. Kast, second by Mr. Stevens, the resignation of Tadeusz Nowakowski from his position as a Custodial Worker I for the purpose of retirement, with his last day of employment to be June 28, 2024, and retirement beginning June 29, 2024, is hereby approved.

Vote: Yes 7 No 0

SANDRA TUCCI

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendation that Sandra Tucci's appointment as a provisional Office Assistant will end on May 17, 2024, is hereby approved.

Vote: Yes 7 No 0

SARAH CAIN

On motion of Mr. Stevens, second by Mr. Kast, the resignation of Sarah Cain from her position as a High School Permanent Substitute Teacher effective April 16, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

STEPHANIE SUNDERMAN

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the resignation of Stephanie Sunderman from her position as an Elementary School Teacher Aide effective May 31, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

MICAELA STEUDTE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the request for Micaela Steudte to extend her unpaid childcare leave of absence for the 2024-2025 school year, to be and is hereby approved.

Vote: Yes 7 No 0

ERIKA SMITH

On motion of Ms. Donneson, second by Mr. Kast, the recommendation for Erika Smith to be appointed as an Office Assistant at the Middle School effective May 20, 2024 at Step 1, \$36,388 (prorated) with a twenty-six week probationary period through November 15, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

MARITZA HOWSON

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendation for Maritza Howson to be appointed as a Food Service Worker effective May 14, 2024 at a rate of \$16.50 per hour, to be and is hereby approved.

Vote: Yes 7 No 0

ALYSSA FIGGIANI

On motion of Mr. Stevens, second by Mr. Kast, the recommendation for Alyssa Figgiani to be appointed as a Food Service Worker effective May 14, 2024 at a rate of \$16.50 per hour, to be and is hereby approved.

Vote: Yes 7 No 0

ELEMENTARY SCHOOL INTRAMURAL INSTRUCTORS

On motion of Ms. Donneson, second by Mr. Kast, the recommendation for the following teachers to be part of the Elementary School Intramurals, is hereby approved.

Tara Mahon  
Kaleigh Locke  
Meaghan Moran  
Anthony Cappiello  
Taryn Brown

Vote: Yes 7 No 0

CHRISTOPHER YAP

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation for Christopher Yap to be appointed as a Substitute Guard effective May 14, 2024 through June 26, 2024 at a rate of \$25 per hour, to be and is hereby approved.

Vote: Yes 7 No 0

REPORTS

Personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda.

NEW BUSINESS

There was no New Business on the Agenda.

EXECUTIVE SESSION

On motion of Mr. Kast, second by Mr. Stevens, the Board of Education convened into Executive Session at 7:43 p.m. to discuss negotiations with bargaining units.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Donneson, the Board of Education to reconvene from Executive Session at 9:20 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Stevens, second by Ms. Donneson, all business being completed, Ms. Mensch declared the meeting adjourned.

Vote: Yes 7 No 0



---

Lisa Rheume, District Clerk

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**



**Minutes of the Annual Budget Vote and Election of Board Members**  
**High School LGI Room**  
**Tuesday, May 21, 2024 (7:00 am - 9:00 pm)**

The Annual District Meeting of the Westhampton Beach Union Free School District, Suffolk County, New York was held on May 21, 2024 in the Large Group Instruction Room of the High School.

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

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

7 Inspectors of Election:

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

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

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

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

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

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

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

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

Proposition #1 - School Budget  
Yes 549      No 129

Proposition #2 - Library Budget  
Yes 532      No 146

Proposition #3 - Historical Museum  
Yes 518      No 163

Members of the Board of Education (3 seats, each for 3 years) - July 1, 2024 thru June 30, 2027

Jennifer Neumaier	303
Ryan Fay	363
Daniel Bennett	303
Bryan Beasley	279
Robert A. Macedonio	174
Joyce L. Donneson	286

Total Number of Votes Canvassed By Machine: 652  
Total Number of Votes Canvassed By Absentee Ballot: 19  
Total Number of Votes Canvassed By Early Mail Ballot: 17  
Total Number of All Votes: 688

Mr. Betjemann declared the meeting adjourned at 9:30 p.m.



---

Lisa Rheume, District Clerk



**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT**  
340 Mill Road  
Westhampton Beach, NY 11978



**Results of Annual District Meeting and Election of Board Members**  
**High School LGI Room**  
**Tuesday, May 21, 2024 (7:00 am - 9:00 pm)**

**PROPOSITION I - BUDGET**

Shall the budget of the Westhampton Beach Union Free School District, Suffolk County, New York, in the amount of \$64,879,213 for the fiscal year 2024/2025 school year be approved, and a tax levied therefor upon the taxable property of the school district?

**YES 549 NO 129**

**PROPOSITION II - LIBRARY**

Shall the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$2,633,248 for payment of operational and bond financing expenses of the Westhampton Free Library for the fiscal year 2024/2025, and to levy the necessary tax therefor?

**YES 532 NO 146**

**PROPOSITION III - THE GREATER WESTHAMPTON HISTORICAL MUSEUM**

Shall the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$100,000 for payment of operational and maintenance expenses of The Greater Westhampton Historical Museum for the fiscal year 2024/2025, and to levy the necessary tax therefore?

**YES 518 NO 163**

**ELECTION OF BOARD OF EDUCATION MEMBERS**

For three (3) vacancies, the terms of which commence on July 1, 2024 - June 30, 2027.

**CANDIDATES:**

<b>Jennifer Neumaier</b>	<b>303*</b>
<b>Ryan Fay</b>	<b>363*</b>
<b>Daniel Bennett</b>	<b>303*</b>
Bryan Beasley	279
Robert L. Macedonio	174
Joyce L. Donneson	286
Write-in's	3

2024-2025 RFP Special Education and Related Service Providers Cost Proposals													
	Health Source Group	NY Therapy Placement	Out East Therapy	Simply Innovative Behavior Analysis	Metro Therapy	Community Care Companions	WindWatch Behavioral Services	Elizabeth Scheiner-Hoppe	Amergis Healthcare Staffing	KIDZ Educational Services	DaVinci Education & Research	Horizon Healthcare	Serene Home Nursing
<b>BEHAVIORAL SERVICES</b>													
BCBA Parent Training		\$80/30mins		\$87.50/30mins			\$90/hr	\$130/hr		\$132/hr incl CSE mtgs	\$185/hr		
Behavioral Consultation/ Intervention (BCBA)		\$150/hr		\$75/30mins	\$76.25/30mins		\$95/hr		\$120/hr		\$180/hr	(MS) \$132/hr	
BCBA Consultant in School			\$95/30mins					\$130/hr		\$156/hr school or home			
<b>INDIVIDUAL/GROUP THERAPY</b>													
Occupational Therapist	\$98/hr	\$46/30mins indiv \$33/30mins per student group	\$55/30mins/indiv \$51/30mins 2 students. \$50/30mins 3-5 students		\$45/30mins indiv \$65/30mins first 2 students \$30 each add'l				\$50/30mins/ indiv or group	\$44/30min \$33/stud Grp		\$72/30min \$72/group \$25 ea add'l student	\$197 up to 1hr \$122/add'l
Physical Therapist	\$98/hr	\$48/30mins indiv. \$33/30 mins/student group	\$65/30mins		\$48/30mins indiv \$65/30mins first 2 students \$30 each add'l				\$52/30mins/ indiv or group	\$44/30min \$33/stud Grp		\$72/30min \$72/group \$25 ea add'l student	\$197 up to 1hr \$122/add'l
Physical Therapist/PTA			\$60/30mins/student \$59/30mins/2 students \$58/30mins/3-5 students										
Speech Therapist	\$98/hr	\$46/30mins indiv \$33/30mins per student group	\$55/30mins/indiv \$51/30mins 2 students. \$50/30mins 3-5 students		\$45/30mins indiv \$65/30mins first 2 students \$30 each add'l				\$60/30mins/ indiv or group	\$44/30min \$33/stud Grp	\$65/30min \$30 ea add'l	\$79/30min \$79/group \$25 ea add'l student	\$197 up to 1hr \$122/add'l
OT/PT/SP Consults (30 mins)		\$50.00											
<b>NURSING SERVICES</b>													
RN - Health Office Coverage	\$68/hr											\$82.95/hr office/trip	\$191 up to 2 hrs. \$93/add'l
RN - Skilled Nursing Services Special Needs Student	\$71/hr					\$75/hr			\$75/hr			\$86.70/hr	\$191 up to 2 hrs. \$93/add'l
LPN	\$51/hr					\$60/hr			\$63/hr			1:1 \$74.50/hr office/trip \$63/hr	Bus \$196/2hr \$101/add'l \$181 up to 2 hrs \$76/add'l hr

**2024-2025 RFP Special Education and Related Service Providers Cost Proposals**

	Health Source Group	NY Therapy Placement	Out East Therapy	Simply Innovative Behavior Analysis	Metro Therapy	Community Care Companions	WindWatch Behavioral Services	Elizabeth Scheiner-Hoppe	Amergis Healthcare Staffing	KIDZ Educational Services	DaVinci Education & Research	Horizon Healthcare	Serene Home Nursing
<b>EVALUATIONS</b>													
OT/PT Eval/Reeval/Triennials (Bilingual \$)		\$210 (Bi \$350)			\$195 (Bi \$225)								
OT/PT Eval w/Sensory Profile		\$290 (Bi \$370)											
Occupational Therapist Eval			\$400 (Bi \$650)		\$195 (Bi \$225)				\$120 (Bi \$130)	\$250		\$242	
Physical Therapist Eval			\$400 (Bi \$650)		\$195 (Bi \$225)				\$125 (Bi \$135)	\$250		\$242	
Speech Eval		\$290 (Bi \$390)	(Bi \$450)		\$275 (Bi \$400)				\$135 ((Bi \$145)	\$250	\$720	\$273 (Bi\$305)	
Speech Language Path Eval			\$400 (Bi \$650)										
Social History Eval		\$130 (Bi \$230)	\$200		\$100 (Bi \$200)								
Educational Eval		\$290	Psy \$600		\$250 by SpEd. \$350 by Psy					\$468	\$990 Psy \$360 by SpEd		
Educational Eval Bilingual		\$390	Psy \$750		\$350 by SpEd. \$450 by Psy						\$1,020		
Psychological Eval (Bi -)		\$690 (Bi \$890)	\$850 (Bi \$750)		\$600 (Bi \$700)				\$140 (Bi \$150)	\$1,015	\$990 (Bi \$1,140)		
Psychological/Education Eval		\$890 (Bi \$1,150)									\$990		
FBA/BIP		\$150/hr	\$75/30mins		BCBA \$162.50/hr Non- BCBA \$137.50/hr		\$95/hr	\$130/hr		\$156/hr by BCBA/Doct	\$210/hr		
FBA/BIP 5 hr observ 2 hr writeup				\$875									
Academic Evaluation				\$225									

Westhampton Beach Union Free School District  
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 14, 2024

Re: AS-7 ESBOCES Shared Services 2024-2025

I am recommending the Board of Education approve the attached initial AS-7 contract for the district's 2024-2025 Eastern Suffolk BOCES shared services.

If you have any questions, please let me know.

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

**Contract for Cooperative Educational Services**

**THIS AGREEMENT made this 1st day of July, 2024 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WESTHAMPTON BEACH UFSD, party of the second part.**

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

**NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2024-25 school year at the indicated cost:**

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
001.100	Administration	0.0000	0.0000	Actual Usage	136,887.00	0.00	136,887.00	
002.100	Rental of Facilities	0.0000	0.0000	Actual Usage	53,504.00	0.00	53,504.00	
101.100	Career and Technical Education	26.0000	15,500.0000	Per Student	403,000.00	0.00	403,000.00	
103.110	Special Career Education 12-1-1	4.0000	27,100.0000	Annual	108,400.00	0.00	108,400.00	
204.100	Special Education 12-1-4 Full Day	1.0000	75,673.0000	Per Student	75,673.00	0.00	75,673.00	
204.240	Occupational Therapy Group	1.0000	2,790.4000	Sess/Stud/Wk/Yr	2,790.40	0.00	2,790.40	
204.250	Physical Therapy Group	1.0000	2,790.4000	Sess/Stud/Wk/Yr	2,790.40	0.00	2,790.40	
204.260	Speech Group	1.0000	2,790.4000	Sess/Stud/Wk/Yr	2,790.40	0.00	2,790.40	
204.265	Vision Individual	1.0000	5,623.6000	Sess/Stud/Wk/Yr	5,623.60	0.00	5,623.60	
205.100	Special Education 8-1-1 Full Day	2.0000	70,728.0000	Per Student	141,456.00	0.00	141,456.00	
205.205	Counseling Individual	2.0000	5,623.6000	Sess/Stud/Wk/Yr	11,247.20	0.00	11,247.20	
205.210	Counseling Group	2.0000	2,790.4000	Sess/Stud/Wk/Yr	5,580.80	0.00	5,580.80	
205.235	Occupational Therapy Individual	1.0000	5,623.6000	Sess/Stud/Wk/Yr	5,623.60	0.00	5,623.60	
205.255	Speech Individual	1.0000	5,623.6000	Sess/Stud/Wk/Yr	5,623.60	0.00	5,623.60	
205.260	Speech Group	1.0000	2,790.4000	Sess/Stud/Wk/Yr	2,790.40	0.00	2,790.40	
205.278	Class. Aide Shared 8-1-1+3 FD	2.0000	26,296.0000	Per Student	52,592.00	0.00	52,592.00	
205.297	Parent Training	2.0000	204.7800	Per Hour	409.56	0.00	409.56	
304.200	Speech Evaluation Bilingual Itin.	5.0000	1,033.9700	Per Evaluation	5,169.85	0.00	5,169.85	
312.115	Psycho-Ed Reevaluation Biling. Itin	2.0000	1,318.3800	Per Evaluation	2,636.76	0.00	2,636.76	
313.422	Vision Consult Itinerant	1.0000	172.3000	Per Session	172.30	0.00	172.30	

**Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b>	School Year 2024-25
<b>WESTHAMPTON BEACH UFSD</b>	

Program/ Serial No. Service	Basis for Current Contract				Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
	Quantity/ Share	Unit Cost	Cost Basis	Unit Cost				
317.100 Hearing Individual Itinerant	5.0000	6,738.8000	Sess/Stud/WkYr		0.00	33,694.00	0.00	33,694.00
438.120 Hospital Bound Non-classified	1.0000	1,991.7000	Per Week		0.00	1,991.70	0.00	1,991.70
440.100 Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage		850.00	850.00	0.00	850.00
440.110 Arts-In-Education Programs	0.0000	0.0000	Actual Usage		5,000.00	5,000.00	0.00	5,000.00
<b>444.400 Language Interpreting Service</b>								
444.400.110 Propio Language Services	0.0000	0.0000	Actual Usage		690.00	690.00	0.00	690.00
455.490 Law Related Education - Western	0.0000	0.0000	Gross Contract		1.00	1.00	0.00	1.00
505.100 District Printing/Duplication	0.0000	0.0000	Actual Usage		7,500.00	7,500.00	0.00	7,500.00
<b>514.130 IT Acq.-One Time Acquisitions</b>								
514.130.160 BrainPOP	0.0000	0.0000	Actual Usage		3,165.36	3,165.36	0.00	3,165.36
514.130.200 Castle Sftwre	0.0000	0.0000	Actual Usage		11,402.02	11,402.02	0.00	11,402.02
514.130.260 Edpuzzle	0.0000	0.0000	Actual Usage		4,629.34	4,629.34	0.00	4,629.34
514.130.285 Explore Learn/Gizmos/Reflex	0.0000	0.0000	Actual Usage		6,067.62	6,067.62	0.00	6,067.62
514.130.340 IXL Learning	0.0000	0.0000	Actual Usage		6,185.85	6,185.85	0.00	6,185.85
514.130.450 Learning w/o Tears	0.0000	0.0000	Actual Usage		638.00	638.00	0.00	638.00
514.130.480 Notable/Kami	0.0000	0.0000	Actual Usage		5,420.84	5,420.84	0.00	5,420.84
514.130.750 Opt-In-Service	0.0000	0.0000	Actual Usage		500.00	500.00	0.00	500.00
<b>514.430 School Data Bank Svc-Full Service</b>								
514.430.100 School Data Bank Svc-Full Service	1,750.0000	9.6500	Per Student		0.00	16,887.50	0.00	16,887.50
515.160 ADOS Stony Brook DD Itinerant	1.0000	1,797.4400	Per Evaluation		0.00	1,797.44	0.00	1,797.44
515.161 Autism Specialty Report Itinerant	1.0000	1,797.4400	Per Evaluation		0.00	1,797.44	0.00	1,797.44
<b>516.100 Library Services/Media Part.</b>								
516.100.120 Library/Media (601-2000 students)	0.0000	1,993.0900	Per District		1,993.09	1,993.09	0.00	1,993.09
<b>516.210 Lib. Svc/Media-Virtual Ref. Collect</b>								
516.210.109 Virtual Ref. Collect 3-12 Online	0.0000	10.7500	Per Student		17,264.50	17,264.50	0.00	17,264.50
516.220 Library Services - Supp. Databases	0.0000	0.0000	Actual Usage		4,022.37	4,022.37	0.00	4,022.37

**Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b>	School Year 2024-25
<b>WESTHAMPTON BEACH UFSD</b>	

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
516.225	Learning A-Z	0.0000		0.0000 Actual Usage	8,002.80	8,002.80	0.00	8,002.80
<b>531.100</b>	<b>NYS Curriculum &amp; Assessment Svc</b>							
531.100.110	NYS Curr/Assess Svc 1,000+ Studen	1.0000	8,159.0000	Service	8,159.00	8,159.00	0.00	8,159.00
<b>531.200</b>	<b>MLP/Frontline</b>							
531.200.120	MLP/Frontline - PDMS	0.0000		0.0000 Actual Usage	9,758.69	9,758.69	0.00	9,758.69
531.300	Customized Staff Development	0.0000		0.0000 Actual Usage	800.00	800.00	0.00	800.00
531.310	Customized Staff Dev. (Coord. Fee)	0.0000		0.0000 Actual Usage	160.00	160.00	0.00	160.00
531.315	Professional Development Workshops	0.0000		0.0000 Actual Usage	2,429.00	2,429.00	0.00	2,429.00
531.440	Staff Development-Public Relations	0.0000		0.0000 Actual Usage	15,939.35	15,939.35	0.00	15,939.35
531.530	NYSAA Grades 3-HS Training for CBT	0.0000		0.0000 Actual Usage	301.30	301.30	0.00	301.30
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000		0.0000 Actual Usage	915.60	915.60	0.00	915.60
531.631	SubReimburs Rg/Indist CoordFee	0.0000		0.0000 Actual Usage	91.56	91.56	0.00	91.56
<b>532.100</b>	<b>Model Schools</b>							
532.100.110	Model Schools < 2000 students	1.0000	4,315.0000	Annual	4,315.00	4,315.00	0.00	4,315.00
532.200	Model Schools - On-Site Staff Devel	1.0000	1,077.0000	Per Day	1,077.00	1,077.00	0.00	1,077.00
532.205	Model Schools/514 Instruct Acq Fee	0.0000		0.0000 Actual Usage	5,114.18	5,114.18	0.00	5,114.18
590.490	Common Set of Learning - Western	0.0000		0.0000 Cross Contract	1.00	1.00	0.00	1.00
<b>601.030</b>	<b>Frontline RTI</b>							
601.030.100	Frontline RTI-Direct	0.0000		0.0000 Actual Usage	4,167.26	4,167.26	0.00	4,167.26
601.030.240	Frontline RTI Mgmt. Fee	0.0000		0.0000 Actual Usage	625.09	625.09	0.00	625.09
601.030.250	Frontline RTI BOCES Support	951.0000		0.4300 Per Student	408.93	408.93	0.00	408.93
<b>601.150</b>	<b>Admin One-Time Tech. Acq.</b>							
601.150.150	Google Workspace	0.0000		0.0000 Actual Usage	12,294.59	12,294.59	0.00	12,294.59
601.200	Web Services - Public Relations	0.0000		0.0000 Actual Usage	6,850.00	6,850.00	0.00	6,850.00
<b>601.220</b>	<b>NYS Required Reporting</b>							
601.220.200	NYS Req. Report per stud-PS/PK-12	1,750.0000		6.1700 Per Student	10,797.50	10,797.50	0.00	10,797.50
601.220.300	NYS Required Reporting	1,750.0000		0.7000 Per Student	1,225.00	1,225.00	0.00	1,225.00
<b>601.225</b>	<b>BARS on the WEB</b>							
601.225.400	Automated BARS Re-Sort Discount	1.0000	869.4200	Per District	869.42	869.42	0.00	869.42

**Contract for Cooperative Educational Services**

<b>EASTERN SUFFOLK BOCES</b> <b>WESTHAMPTON BEACH UFSD</b>	School Year 2024-25
---	---------------------

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
<b>601.405 Data Privacy &amp; Security Service</b>	601.405.100 RIC ONE Data Privacy & Security S	1.0000	4,216.0000	Annual	0.00	4,216.00	0.00	4,216.00
<b>601.440 Emergency and Notification Systems</b>	601.440.220 ParentSquare	0.0000	0.0000	Actual Usage	11,147.76	11,147.76	0.00	11,147.76
<b>601.468 Visitor Management Systems</b>	601.468.110 Raptor Licensing and Maintenance	0.0000	0.0000	Actual Usage	1,995.55	1,995.55	0.00	1,995.55
<b>601.470 Administrative District Platforms</b>	601.470.400 Hudl-Annual License Fee	0.0000	0.0000	Actual Usage	11,385.00	11,385.00	0.00	11,385.00
	601.470.550 K12 Insight	0.0000	0.0000	Actual Usage	23,225.40	23,225.40	0.00	23,225.40
	601.470.750 FinalForms	0.0000	0.0000	Actual Usage	3,737.50	3,737.50	0.00	3,737.50
<b>601.475 Facilities Management Systems</b>	601.475.160 SchoolDude-FS Direct, Event Manag	0.0000	0.0000	Actual Usage	3,788.69	3,788.69	0.00	3,788.69
<b>601.510 Power School</b>	601.510.110 PowerSchool Lic Fee>2nd yr Maint	0.0000	0.0000	Actual Usage	11,758.34	11,758.34	0.00	11,758.34
	601.510.129 PowerSchool Power Pack License Fe	0.0000	0.0000	Actual Usage	4,286.38	4,286.38	0.00	4,286.38
	601.510.140 PowerSchool Administrative Fee	0.0000	0.0000	Actual Usage	2,406.71	2,406.71	0.00	2,406.71
	601.510.145 PowerSchool K-12 District BOCES S	1,843.0000	9.5200	Per Student	0.00	17,545.36	0.00	17,545.36
	601.510.210 Power School BOCES Hosting Fee	0.0000	0.0000	Actual Usage	7,017.16	7,017.16	0.00	7,017.16
<b>601.860 Northwest Evaluation Assoc.</b>	601.860.170 NWEA Management Fee	0.0000	0.0000	Actual Usage	1,744.35	1,744.35	0.00	1,744.35
	601.860.175 Map Growth Multi Subject	802.0000	14.5000	Per Student	0.00	11,629.00	0.00	11,629.00
<b>601.890 Right Reason Technology</b>	601.890.112 RightPathAPPR/SLO AllComp 1000-19	1.0000	10,600.0000	Annual	0.00	10,600.00	0.00	10,600.00
	601.890.160 RRT per Sdnt Data Intergration	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00
	601.890.240 RRT Management Fee	0.0000	0.0000	Actual Usage	2,130.00	2,130.00	0.00	2,130.00
<b>601.990 Test Scanning and Reporting</b>	601.990.100 Score Report Set-up Fee	0.0000	0.0000	Actual Usage	76.49	76.49	0.00	76.49
	601.990.102 Score Report (ELA) Vendor	423.0000	0.8200	Per Test	0.00	346.86	0.00	346.86
	601.990.103 Score Report (Math) Vendor	326.0000	0.8200	Per Test	0.00	267.32	0.00	267.32
	601.990.104 Score Report Postage/Shipping	0.0000	0.0000	Actual Usage	378.63	378.63	0.00	378.63
	601.990.108 Score Report (NYSESLAT) Vendor	170.0000	0.8200	Per Test	0.00	139.40	0.00	139.40
	601.990.160 Test Scan/Rpt NYS ELA Grades 3-8	588.0000	5.5900	Per Test	0.00	3,286.92	0.00	3,286.92



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

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**WESTHAMPTON BEACH UFSD**  
School Year 2024-25

Program/Serial No.		Service	Quantity/Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
<b>Basis for Current Contract</b>									
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	5.5900 Per Test	588.0000			0.00	3,286.92	0.00	3,286.92
601.990.180	Test Scan/Rpt NYS Science	5.5900 Per Test	255.0000			0.00	1,425.45	0.00	1,425.45
601.990.220	Test Scanning and Reporting NYS/ITE	7.1400 Per Test	79.0000			0.00	564.06	0.00	564.06
601.990.300	Test Scan/Rpt NYSESLAT	10.7000 Per Test	200.0000			0.00	2,140.00	0.00	2,140.00
601.990.317	NYSAA Exam Minimum	125.1100 Per Exam Period	1.0000			0.00	125.11	0.00	125.11
601.990.320	Test Scan/Rpt Regents All Exams	3.4000 Per Test	2,724.0000			0.00	9,261.60	0.00	9,261.60
601.990.329	AP Adv Data Loading Service	2,121.9900 Per Year	1.0000			0.00	2,121.99	0.00	2,121.99
603.110	BOCES Special Ed. Winter Transp.	0.0000 Actual Usage	0.0000			107,200.00	107,200.00	0.00	107,200.00
603.120	BOCES Special Ed. Summer Transp.	0.0000 Actual Usage	0.0000			27,900.00	27,900.00	0.00	27,900.00
603.210	Transp.-Sp.Ed./Homeless/Res.-Winter	0.0000 Actual Usage	0.0000			293,600.00	293,600.00	0.00	293,600.00
603.220	Transp.-Sp.Ed./Homeless/Res.-Summer	0.0000 Actual Usage	0.0000			3,300.00	3,300.00	0.00	3,300.00
604.110	Transportation - SCE	0.0000 Actual Usage	0.0000			1.00	1.00	0.00	1.00
604.120	Transportation - CTE	0.0000 Actual Usage	0.0000			1.00	1.00	0.00	1.00
604.130	Transportation- Coach & Field Trips	0.0000 Actual Usage	0.0000			180,100.00	180,100.00	0.00	180,100.00
607.120	Transportation - Nonpublic School	0.0000 Actual Usage	0.0000			138,100.00	138,100.00	0.00	138,100.00
607.130	Transportation - In-District Summer	0.0000 Actual Usage	0.0000			14,400.00	14,400.00	0.00	14,400.00
607.230	Transportation - In-District Winter	0.0000 Actual Usage	0.0000			1,113,000.00	1,113,000.00	0.00	1,113,000.00
609.300	Communications Consulting/PR	0.0000 Actual Usage	0.0000			34,840.75	34,840.75	0.00	34,840.75
<b>612.110 Cooperative Bidding</b>									
612.110.120	Coop Bidding Grp B (1000-2899 sdn	4,296.0000 Per Year	1.0000			0.00	4,296.00	0.00	4,296.00
618.120	Health/Safety Basic Svc Base Price	3,570.0000 Service	1.0000			0.00	3,570.00	0.00	3,570.00
618.130	Health/Safety Basic Svc # bldgs	548.0000 Per Building	3.0000			0.00	1,644.00	0.00	1,644.00
618.150	Health/Safety - Specialist	23,259.0000 Day/Week/Year	0.2500			0.00	5,814.75	0.00	5,814.75
623.110	Nonpublic Textbk Distr - Admin Fee	102.9300 Per Student	20.0000			0.00	2,058.60	0.00	2,058.60
623.120	Nonpublic Textbk Dist. - Textbook Fee	188.5800 Per Student Est	20.0000			0.00	3,771.60	0.00	3,771.60
633.110	Health Ins. Coord. Svc.-East End	132.4400 Employee/Year	325.0000			0.00	43,043.00	0.00	43,043.00
633.130	Workers Comp Consortium Coord.	12.2300 Employee/Year	344.0000			0.00	4,207.12	0.00	4,207.12

**Contract for Cooperative Educational Services**

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD		School Year 2024-25					
Program/ Serial No.	Service	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Current Fixed Cost			
665.490	State Aid & Financial Plan-Questar	0.0000	0.0000	Cross Contract	1.00	0.00	1.00
676.490	GASB 75 Planning & Val - Capital	0.0000	0.0000	Cross Contract	1.00	0.00	1.00
690.490	Regional Recruitment - Putnam	0.0000	0.0000	Cross Contract	1.00	0.00	1.00

EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772


EASTERN SUFFOLK BOCES  
WESTHAMPTON BEACH UFSD  
School Year 2024-25

**Summary:**

Total of Service Costs - All Funds: 3,196,654.98 (Except 001/002)  
Capital Costs: 53,504.00 (CoSer 002)  
Adm. & Clerical Costs: 136,887.00 (CoSer 001)  
Total Contract Costs: 3,387,045.98

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

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

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

**SCHOOL YEAR 2024-2025**

**RESOLUTION (A)**

**JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM**

WHEREAS, various educational and municipal corporations located within the State of New York desire to bid jointly for generally needed services and standardized supply and equipment items; and

WHEREAS, the \_\_\_\_\_, an educational/municipal corporation (hereinafter the “Participant”) is desirous of selectively participating with other educational and/or municipal corporations in the State of New York in joint bidding in the areas mentioned above pursuant to General Municipal Law § 119-o and Education Law Section 1950; and

WHEREAS, the Participant is a municipality within the meaning of General Municipal Law § 119-n and is eligible to participate in the Board of Cooperative Educational Services, First Supervisory District of Suffolk County (hereinafter Eastern Suffolk BOCES) Joint Municipal Cooperative Bidding Program (hereinafter the “Program”) in the areas mentioned above; and

WHEREAS, the Participant acknowledges receipt of the Program description inclusive of Eastern Suffolk BOCES’ standard bid packet and the general conditions relating to said Program; and

WHEREAS, with respect to all activities conducted by the Program, the Participant wishes to delegate to Eastern Suffolk BOCES the responsibility for drafting of bid specifications, advertising for bids, accepting and opening bids, evaluating bids, awarding via Eastern Suffolk BOCES Board approval, and reporting the results to the Participant.

BE IT RESOLVED that the Participant hereby appoints Eastern Suffolk BOCES to represent it and to act as the lead agent in all matters related to the Program as described above; and

BE IT FURTHER RESOLVED that the Participant hereby authorizes Eastern Suffolk BOCES to place all legal advertisements for any required cooperative bidding in Newsday, which is designated as the official newspaper for the Program; and

BE IT FURTHER RESOLVED that a Participant Meeting shall be held annually consisting of a representative from each Program Participant. Notice of the meeting shall be given to each representative at least five (5) days prior to such meeting; and

BE IT FURTHER RESOLVED that an Advisory Committee will be formed consisting of five to ten representatives of Program Participants for a term of three (3) years as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that this Agreement with the Participant shall be for a term of one (1) year as authorized by General Municipal Law §119-o.2.j.

BE IT FURTHER RESOLVED that the Participant agrees to pay Eastern Suffolk BOCES an annual fee as determined annually by Eastern Suffolk BOCES to act as the lead agent for the Program.

Dated Approved:

\_\_\_\_\_

\_\_\_\_\_  
Name of Educational or Municipal Corporation

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Printed Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person - Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,  
WESTHAMPTON BEACH, NEW YORK**

**AMENDMENT #3 TO THE EMPLOYMENT AGREEMENT  
with  
SUPERINTENDENT OF SCHOOLS  
DR. CAROLYN PROBST**

Agreement made this \_\_\_\_\_ day of May, 2024, by and between the Board of Education of the Westhampton Beach , Suffolk County, New York, (hereinafter the “Board”), and Dr. Carolyn Probst, (hereinafter “Dr. Probst”).

**W I T N E S S E T H:**

**WHEREAS**, the Board and Dr. Probst entered into an Agreement dated January 28, 2021 (collectively the “Agreement”); and

**WHEREAS**, the Agreement established the wages, hours, fringe benefits, and working conditions of Dr. Probst’s employment with the Westhampton Beach Union Free School District (“District”); and

**WHEREAS**, the Board and Dr. Probst now desire to modify the Agreement; and

**WHEREAS**, the Board and Dr. Probst have mutually agreed upon the following terms and conditions relative to Dr. Probst’s continued employment by the District.

**NOW, THEREFORE**, in consideration of the Agreement and other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Paragraph 7, Compensation: Add as an additional paragraph to Section a.(i):

The Superintendent’s base salary for the annual period of July 1, 2024 through June 30, 2025 shall be at the rate of Two Hundred Forty-Four Thousand, Seventy-Six 46/100 (\$244,076.46) Dollars. Salaries for subsequent years of the term of the Agreement are to be negotiated between the parties and established no later than June 1. However, in no event is a salary to be less than that provided in the previous contract year.

2. Paragraph 9, Other Benefits, subparagraph (e), 404 (b) retirement plan:

Effective with the 2024-2025 school year, the Superintendent is to receive \$5,000 per annum to be contributed by the District to a 403 (b) retirement program of her designation.

3. Except as set forth herein, the terms of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above set forth.

WESTHAMPTON BEACH UNION  
FREE SCHOOL DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Suzanne M. Mensch, President  
President, Board of Education

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dr. Carolyn Probst

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

Requestor: J. Piro

Date of Request: 5/30/2024

Budget Code to **Transfer TO:**

Code Number: A 1620. 400. 00. 05

Code Title: Independent Contractor

Amount to Transfer: \$ 35,667.<sup>00</sup>

Budget Code to **Transfer FROM:**

Code Number: A 1620. 411. 00. 01

Code Title: Electricity - HS

Reason for Transfer:

*To fund supply & installation of rooftop unit @ HS Library (air conditioning) with electrical savings*



Back-up attached

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

Jacqueline Piro 5/30/2024  
Asst. Supr for Business Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date

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

Date of BOE Approval \_\_\_\_\_



**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-400-00-05	Independent Contractors	161,450.00	9,996.00	171,446.00	86,000.31	81,873.63	3,572.06
<b>Total GENERAL FUND</b>		<b>161,450.00</b>	<b>9,996.00</b>	<b>171,446.00</b>	<b>86,000.31</b>	<b>81,873.63</b>	<b>3,572.06</b>

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024  
Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620-411-00-01	Electricity - HS	502,200.00	-8,975.00	493,225.00	264,687.36	107,512.64	121,025.00
<b>Total GENERAL FUND</b>		<b>502,200.00</b>	<b>-8,975.00</b>	<b>493,225.00</b>	<b>264,687.36</b>	<b>107,512.64</b>	<b>121,025.00</b>



**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-436-19-01	AP TESTING EXPENSES	80,000.00	-4,930.00	75,070.00	0.00	0.00	75,070.00
<b>Total GENERAL FUND</b>		<b>80,000.00</b>	<b>-4,930.00</b>	<b>75,070.00</b>	<b>0.00</b>	<b>0.00</b>	<b>75,070.00</b>

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024  
Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2630-500-00-01	Supplies- High School	49,770.00	15,081.41	64,851.41	52,008.63	12,793.49	49.29
<b>Total GENERAL FUND</b>		<b>49,770.00</b>	<b>15,081.41</b>	<b>64,851.41</b>	<b>52,008.63</b>	<b>12,793.49</b>	<b>49.29</b>

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

Requestor: Gwen Gaines

*G.G. & Jessica Williams*

Date of Request: 5/15/2024

Budget Code to **Transfer TO:**

Code Number: A2630-490-00-08

Code Title: BOCES - Computer-Assisted Instruction

Amount to Transfer: \$ 974.88

Budget Code to **Transfer FROM:**

Code Number: A2630-460-00-03

Code Title: Computer-Assisted Instruction - Software - ES

Reason for Transfer: To cover software purchases appearing on the ES BOCES Regular Billing March 2024 purchased with an approved request for contract modification. Not included in prior budget transfer due to clerical error.

Back-up attached

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

*J.P. Moore*  
Asst. Supt for Business

*5/16/24*  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date

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

Date of BOE Approval \_\_\_\_\_

**EASTERN SUFFOLK BOCES SUMMARY**

2023 - 2024 School Year

Program	Description	WHB Proposed	YTD	March
2630-490-00-08				
514.130	District-Based Virtual Learning: CASTLE	11,686.56	11,178.45	
514.130	One-Time Acquisitions included on AS-7 (JW said they would be more than the \$18,400 budgeted)			
514.130	BrainPOP (budgeted at \$3,750)	3,750.00	3,103.76	
514.130	Gizmos (budgeted at \$2,650)	2,650.00	5,958.44	
514.130	Edpuzzle (budgeted at \$2,500)	2,500.00	4,538.58	
514.130	Seesaw (budgeted at 1,250)	1,250.00	1,373.63	
514.130	Kami (budgeted at \$4,750)	4,750.00	5,331.61	
514.130	NearPod Premium (budgeted at \$3,500)	3,500.00	16,133.57	
514.130	IXL site license (Grades 3-5, 175 students) ELA/Math/Sci/SS Access (CMR 7/19/23)	3,832.00	3,832.40	
514.130	Ed Law 2D (CMR 8/15/23)	500.00	500.00	500.00
9/18/23 BOE meeting	Budget transfer for PO increase: Original PO amount \$29,935 plus BT 20,879.26=50,814.26	20,879.26	0.00	
514.130	IXL site license (Grade 6, 75 students) Math (CMR TAS-540A 9/26/2023)	602.80	602.80	602.80
514.130	IXL site license (Grade 2, 75 students) Math/ELA - CMR No. TAS-563 10/16/2023)	841.50	735.90	735.90
	Adjusted to match PO status report 5/15/24	(4,427.86)		
<b>TOTAL COMPUTER-ASSISTED INSTRUCTION</b>		<b>52,314.26</b>	<b>53,289.14</b>	<b>1,838.70</b>

1,838.70 +  
 863.82 -  
 974.88G +  
 53,289.14 + 6  
 52,314.26 -  
 974.88G +

# WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 05/15/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Appropriation	Current	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
2630-490-00-08	BOCES Services	22,379.26	52,314.26	52,314.26	51,450.44	863.82	0.00	0.00	0.00
<b>Total GENERAL FUND</b>		<b>22,379.26</b>	<b>52,314.26</b>	<b>52,314.26</b>	<b>51,450.44</b>	<b>863.82</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



# WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 05/15/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
2630-460-00-01	Software- High School	-9,297.51	33,254.49	32,863.02	0.00	391.47	0.00	391.47
2630-460-00-02	Software- Middle School	3,602.10	24,150.10	14,830.40	9,041.73	277.97	0.00	277.97
2630-460-00-03	Software- Elementary Sch	-6,237.17	9,990.83	8,110.27	0.00	1,880.56	0.00	1,880.56
<b>Total GENERAL FUND</b>		<b>-11,932.58</b>	<b>67,395.42</b>	<b>55,803.69</b>	<b>9,041.73</b>	<b>2,550.00</b>	<b>0.00</b>	<b>2,550.00</b>

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

Requestor: J. Pirro

Date of Request: 5/31/2024

Budget Code to **Transfer TO:**

Code Number: A 2110.200.01.01

Code Title: Classroom Furniture - HS

Amount to Transfer: \$ 1865.00

Budget Code to **Transfer FROM:**

Code Number: A2630.220.00.02

Code Title: Hardware - Middle School

Reason for Transfer:

*Purchase remaining classroom furniture  
for model classroom*

Back-up attached

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

Opacuelin Porro 5/31/2024  
Asst. Supt for Business Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

1 \_\_\_\_\_  
Transfer Date

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

Date of BOE Approval \_\_\_\_\_

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024  
Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2630-220-00-02	Hardware- Middle School	19,900.00	4,762.00	24,662.00	5,456.27	15,092.84	4,112.89
<b>Total GENERAL FUND</b>		<b>19,900.00</b>	<b>4,762.00</b>	<b>24,662.00</b>	<b>5,456.27</b>	<b>15,092.84</b>	<b>4,112.89</b>

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-200-01-01	Classroom Furniture- HS	7,750.00	4,725.56	12,475.56	8,580.30	0.00	3,895.26
<b>Total GENERAL FUND</b>		<b>7,750.00</b>	<b>4,725.56</b>	<b>12,475.56</b>	<b>8,580.30</b>	<b>0.00</b>	<b>3,895.26</b>

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

Requestor: J. Piro

Date of Request: 5/28/2024

Budget Code to **Transfer TO:**

Code Number: A 2110.500.31.01

Code Title: Supplies - Math HS

Amount to Transfer: \$ 7140.<sup>00</sup>

Budget Code to **Transfer FROM:**

Code Number: A2110.438.19.01

Code Title: SAT Testing Expenses

Reason for Transfer:

*Purchase remaining small tables & chairs for model classroom.*

Back-up attached

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

Jacqueline Piro 5/31/2024  
Asst. Supt for Business Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Transfer #

\_\_\_\_\_  
Transfer Made By

\_\_\_\_\_  
Transfer Date

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

Date of BOE Approval \_\_\_\_\_

**WESTHAMPTON BEACH UFSD**  
Budget Status Report As Of: 06/30/2024  
Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-500-31-01	Supplies- Math- HS	1,080.00	9,475.00	10,555.00	141.46	0.00	10,413.54
<b>Total GENERAL FUND</b>		<b>1,080.00</b>	<b>9,475.00</b>	<b>10,555.00</b>	<b>141.46</b>	<b>0.00</b>	<b>10,413.54</b>

**WESTHAMPTON BEACH UFSD**

Budget Status Report As Of: 06/30/2024  
Fiscal Year: 2024

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-438-19-01	SAT TESTING EXPENSES	15,000.00	-7,860.00	7,140.00	0.00	0.00	7,140.00
<b>Total GENERAL FUND</b>		<b>15,000.00</b>	<b>-7,860.00</b>	<b>7,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,140.00</b>

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 22, 2024

Re: Special Education Services Agreement with Remsenburg-Speonk UFSD

I respectfully request the Board of Education approve the attached Special Education Services Agreement between Westhampton Beach UFSD (District of Residence) and Remsenburg-Speonk UFSD (District of Location) for a student attending a non-public school in Remsenburg-Speonk.

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





## Remsenburg - Speonk U.F.S.D.

11 Mill Road • P.O. Box 900 • Remsenburg, New York 11960 • (631) 325-0203  
Fax (631) 325-8439 • [www.rsufsd.weebly.com](http://www.rsufsd.weebly.com)

DAM:906

May 15, 2024

Dr. Carolyn Probst, Superintendent of Schools  
Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

Dear Dr. Probst:

Enclosed please find two original copies of the Special Education Services Contract for Parentally Placed Students for the 2024-2025 school year, executed by our Board President. Please sign both copies and return one copy to my attention at Remsenburg-Speonk UFSD, P.O. Box 900, Remsenburg, NY 11960 at your earliest convenience.

Thank you for your assistance in this matter.

Yours truly,

Deborah A. Martel  
District Clerk

Enclosure

2024-2025 School Year

SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this 14th day of May, 2024 by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), 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 Remsenburg-Speonk Union Free School District (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at 11 Mill Road, Remsenburg, New York 11960.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE and have provided the DISTRICT OF LOCATION with timely notice; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the state of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM: The term of this Agreement shall be from July 1, 2024 through June 30, 2025 inclusive, unless terminated earlier as provided for in this Agreement.

B. SERVICES AND RESPONSIBILITIES:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

- b. The DISTRICT OF LOCATION represents and warrants that it has received written consent from the parents of these students listed on Confidential Schedule A to share personally identifiable special education information with the DISTRICT OF RESIDENCE.
2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

c. COMPENSATION:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations define the costs and categories of costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to recover from the DISTRICT OF RESIDENCE the actual costs as described in Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.

2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a yearly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.
3. The DISTRICT OF RESIDENCE shall pay the costs claimed by the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute or claim arises regarding payment, the parties shall have those legal rights and remedies provided by law and regulation. Failure to provide the written notice herein shall not preclude the DISTRICT OF RESIDENCE from disputing the costs by the DISTRICT OF LOCATION. Resolution of disputes regarding such cost claims shall be governed by Education Law Section 3602-c and part 177 of the Regulations of the Commissioner of Education.

D. TERMINATION

This Agreement may be terminated by written notice of either party.

E. MISCELLANEOUS

1. 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:

District of Residence: Superintendent of Schools  
Westhampton Beach Union Free School District  
340 Mill Road  
Westhampton Beach, NY 11978

District of Location: Superintendent of Schools  
Remsenburg Speonk UFSD  
PO Box 900, 11 Mill Road  
Remsenburg, NY 11960

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
3. 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. Enforcement of this Agreement must be made pursuant to Education Law Section 3602-c and Part 177 of the Regulations of the Commissioner of Education.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not effect 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.
5. 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.
6. This Agreement, along with the attached Schedules "A" and "B", 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

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary, or enlarge or diminish the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation. This Agreement does not provide either party with a breach of contract action. Enforcement of this Agreement is through the dispute resolution procedures set forth in Part 177 of the Regulations of the Commissioner of Education.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other party is complying with its obligations under Federal or State law or regulation.

Westhampton Beach U.F. School District

Remsenburg-Speonk UFSD

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

By:  \_\_\_\_\_  
Kevin Toolan

President, Board of Education

President, Board of Education

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

Date:  \_\_\_\_\_  
May 14, 2020

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: May 28, 2024

Re: Special Education Services Agreement with Riverhead Central School District

I respectfully request the Board of Education approve the attached Special Education Services Agreement between Westhampton Beach UFSD (District of Residence) and Riverhead CSD (District of Location) for a student attending a non-public school in Riverhead CSD.

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

# RIVERHEAD CENTRAL SCHOOL DISTRICT

814 Harrison Avenue  
Riverhead, NY 11901  
FAX (631) 369-6718 · [www.riverhead.net](http://www.riverhead.net)

Cheryl Pedisich  
Interim Superintendent of Schools  
(631) 369-6717



Dr. Marianne Cartisano  
Interim Assist Supt for Business  
(631) 369-6711

May 16, 2024

Ms. Carolyn J. Probst, Superintendent of Schools  
Westhampton Beach School District  
340 Mill Road  
Westhampton Beach, NY 11978

Re: Special Education Services Contract

Dear Ms. Probst,

Enclosed, please find two (2) original Special Education Services contracts between Riverhead Central School District and Westhampton Beach School District that our superintendent and board of education have signed.

Please return one fully executed original contract to our District Clerk, Dawn Bozuhoski.

If you have any questions or concerns, please contact Leidis Rubi at 631-369-6823 or by email at [leidis.rubi@g.riverhead.net](mailto:leidis.rubi@g.riverhead.net). Thank you.

Sincerely,

A handwritten signature in green ink that reads "Dr. Marianne Cartisano".

Marianne Cartisano  
Interim Assistant Superintendent for Business

Encl.

# SPECIAL EDUCATION SERVICES CONTRACT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Board of Education of the **Westhampton Beach School District** (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at **340 Mill Road, Westhampton Beach NY 11978** and the Board of Education of the **Riverhead Central School District** (hereinafter the "DISTRICT OF LOCATION"), having its principal place of business for the purpose of this Agreement at **814 Harrison Ave, Riverhead, NY 11901**.

## WITNESSETH

**WHEREAS**, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but reside in the DISTRICT OF RESIDENCE; and

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

**NOW, THEREFORE**, the parties mutually agree as follows:

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

B. **SERVICES AND RESPONSIBILITIES**:

1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A," incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".

a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification to the DISTRICT OF RESIDENCE. Such written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.

2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable law, rules and regulations.

C. **COMPENSATION**:

1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulations may define the maximum costs that may be charged hereunder.

The DISTRICT OF LOCATION shall be entitled to bill the DISTRICT OF RESIDENCE for the services provided the students listed in Schedule "A" pursuant to this Agreement and the IESP attached as Schedule "B" in accordance with Education Law Section 3602-c and the Regulations or Rules of the Commissioner of Education.



2. Requests for payment by the DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to the DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.

3. The DISTRICT OF RESIDENCE shall pay the DISTRICT OF LOCATION within forty-five (45) business days of receipt of each invoice by the DISTRICT OF RESIDENCE, unless the DISTRICT OF RESIDENCE sends the DISTRICT OF LOCATION a written notice disputing the invoice within forty-five (45) business days of its receipt. If a dispute arises, the parties shall have those legal rights and remedies provided by law and regulation.

D. **TERMINATION.**

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to school districts governing the provision of special education services pursuant to Education Law 3602-c.

E. **MISCELLANEOUS**

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

To DISTRICT OF RESIDENCE:

Carolyn J. Probst, Superintendent of School  
Westhampton Beach School District  
340 Mill Road  
Westhampton Beach, NY 11978

To DISTRICT OF LOCATION:

Cheryl Pedisich  
Riverhead Central School District  
814 Harrison Ave  
Riverhead, NY 11901

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

3. 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.

4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable, such declaration shall not effect 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.

5. 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.

6. This Agreement, along with the attached Schedules "A" and "B", 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

- 7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law or regulation.
- 9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have the sole right to enforce its terms.
- 10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulation.

DISTRICT OF LOCATION

RIVERHEAD CENTRAL SCHOOL DISTRICT

Date: \_\_\_\_\_  
By:  \_\_\_\_\_  
COLIN PALMER PRESIDENT, BOARD OF EDUCATION

Date: \_\_\_\_\_  
By:  \_\_\_\_\_  
CHERYL PEDISICH, INTERIM SUPERINTENDENT OF SCHOOLS

DISTRICT OF RESIDENCE

Westhampton Beach School District

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this \_\_\_ 3rd \_\_\_ day of \_\_\_ June \_\_\_, 2024 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 **Community Care Companions, Inc** (hereinafter the "CONSULTANT"), having a principal mailing address of \_\_\_ 300 West Main Street, Smithtown, NY 11787.

**A. TERM**

1. The term of this Agreement shall be from 7/1/24 through 6/30/25, 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: SEE APPENDIX A.

E. INSURANCE

1. a. Commercial General Liability Insurance  
\$1,000,000 per Occurrence/\$2,000,000 Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any 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.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

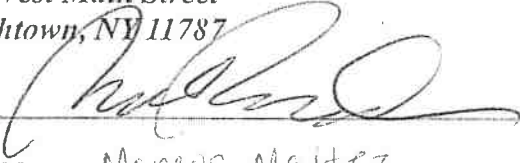
1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.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

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

*Community Care Companions, Inc.*  
*300 West Main Street*  
*Smithtown, NY 11787*

**WESTHAMPTON BEACH UFSD**

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



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

Print Name: Marcos Maltez

Print Name: Suzanne Mensch

Title: Chief Operations Officer

Title: President, Board of Education

Date: 5/20/2024

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



**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

and

**Community Care Companions, Inc.**

Supplemental Agreement dated this   3rd   day of   June  , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Community Care Companions, Inc.** (the “Contractor”) located at **300 West Main Street, Smithtown, NY 11787**.

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

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

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

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

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.

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



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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

- c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
  - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
    - i. Without the prior written consent of the Parent or Eligible Student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

*Community Care Companions, Inc.*  
300 West Main Street  
Smithtown, NY 11787

WESTHAMPTON BEACH UFSD

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



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

Print Name: Marcos Maitez

Print Name: Suzanne Mensch

Title: Chief Operations Officer

Title: President, Board of Education

Date: 5/20/2024

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

APPENDIX A

WESTHAMPTON BEACH UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

2024-2025

PART II QUOTATION SHEET

Name of Provider: Community Care Connections Inc.

Contact Name and Title: Marcos Matez Chief Operations Officer

Address: 300 West Main Street, Smithtown, NY 11787

Telephone #: 631-549-9500 Fax #: 631-549-9508

Email Address: marcosm@communitycarehh.com

Type(s) of related service and rate information for each type of related service that would be included in a potential agreement with each District (or attach rate sheet):

Please note rate information quoted must reflect in the same manner as billing to the district.

Related Service	30 min. Individual (Rate per Session)	30 min. Group (Rate per Session)

Evaluation Type	Monolingual per evaluation	Bilingual per evaluation



# APPENDIX A

WESTHAMPTON BEACH UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

Please note rate information quoted must reflect in the same manner as billing to the district.

Nursing Services (and other hourly services)	Hourly Rate
RN Services	\$75.00
LPN Services	\$60.00
HHA Services	\$36.00
PCA	\$35.00

### ADDITIONAL SERVICES

- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_
- Type of Related Service: \_\_\_\_\_ Rate Information: \_\_\_\_\_ per \_\_\_\_\_

**Westhampton Beach UFSD**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this   3rd   day of   June  , 2024 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   Laura Grable   (hereinafter the "CONSULTANT"), having a principal mailing address of   28 Plain View Drive, Wading River, NY 11792  .

A. TERM

1. The term of this Agreement shall be from   7/1/24   through   6/30/25  , 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: \$80 per hour.

E. INSURANCE

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

\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any 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.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

*Laura Grable*  
*28 Plain View Drive*  
*Wading River, NY 11792*

**WESTHAMPTON BEACH UFSD**

By: *Laura Grable*

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

Print Name: \_\_\_\_\_ Laura Grable \_\_\_\_\_

Print Name: \_\_\_\_\_ Suzanne Mensch \_\_\_\_\_

Title: *Consultant*

Title: \_\_\_\_\_ President, Board of Education \_\_\_\_\_

Date: *May 16, 2024*

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

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Laura Grable**

Supplemental Agreement dated this \_ 3rd \_ day of \_ June \_\_\_\_\_, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Laura Grable** (the “Contractor”) located at **28 Plain View Drive, Wading River, NY 11792**.

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

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

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

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

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.

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



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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

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

Carolyn J. Probst, Superintendent of Schools  
 Westhampton Beach UFSD  
 340 Mill Road, Westhampton Beach, NY 11978  
 (631) 288-3800  
 OR  
 Chief Privacy Officer  
 New York State Education Department  
 89 Washington Avenue  
 Albany, NY 12234  
 Email: CPO@mail.nysed.gov

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

- c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
  - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
    - i. Without the prior written consent of the Parent or Eligible Student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.



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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

*Laura Grable*  
28 Plain View Drive  
Wading River, NY 11792

WESTHAMPTON BEACH UFSD

By: *Laura Grable*

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

Print Name: \_\_\_\_\_ Laura Grable \_\_\_\_\_

Print Name: \_\_\_ Suzanne Mensch \_\_\_\_\_

Title: Consultant

Title: \_\_\_ President, Board of Education \_\_\_\_\_

Date: May 16, 2024

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



**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this \_\_ 3rd \_\_\_\_ day of \_\_ June \_\_, 2024 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 **\_ Health Source Group \_** (hereinafter the “CONSULTANT”), having a principal mailing address of **\_\_ 25 Newbridge Road, Suite 312, Hicksville, NY 11801** .

A. TERM

1. The term of this Agreement shall be from 7/1/24 \_\_\_\_\_ through 6/30/25 \_\_\_\_, 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

### 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.
2. Compensation shall be at the rate of: SEE APPENDIX A.

### E. INSURANCE

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



\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any 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.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

*Health Source Group*  
*25 Newbridge Road, Suite 312*  
*Hicksville, NY 11801*

**WESTHAMPTON BEACH UFSD**

By: *D Nelson*

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

Print Name: Danielle Nelson

Print Name: \_\_\_ Suzanne Mensch

Title: Executive Business Administrator

Title: \_\_\_ President, Board of Education

Date: 5/16/2024

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



**Westhampton Beach UFSD**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Health Source Group**

Supplemental Agreement dated this    3rd    day of    June       , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Health Source Group** (the “Contractor”) located at **25 Newbridge Road, Suite 312, Hicksville, NY 11801**.

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

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

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

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

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.

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

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

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

#### PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child’s personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

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

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

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

Carolyn J. Probst, Superintendent of Schools  
Westhampton Beach UFSD  
340 Mill Road, Westhampton Beach, NY 11978  
(631) 288-3800  
OR  
Chief Privacy Officer  
New York State Education Department  
89 Washington Avenue  
Albany, NY 12234  
Email: CPO@mail.nysed.gov

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

- c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
  - d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
  - e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
  - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
    - i. Without the prior written consent of the Parent or Eligible Student; or
    - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

*Health Source Group*  
*25 Newbridge Road, Suite 312*  
*Hicksville, NY 11801*

**WESTHAMPTON BEACH UFSD**

By: *D Nelson*

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

Print Name: Danielle Nelson

Print Name: \_\_\_ Suzanne Mensch

Title: Executive Business Administrator

Title: \_\_\_ President, Board of Education

Date: 5/16/2024

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



- APPENDIX A -



# HEALTH SOURCE GROUP

25 Newbridge Road  
Suite 312  
Hicksville, NY 11801

**Phone:** (516) 605-1310  
**Fax:** (516) 605-1306  
[www.healthsourcegroup.com](http://www.healthsourcegroup.com)

## RATES AND TERMS 2024-2025

RN - Health Office Coverage	\$68/HR
RN - Skilled Nursing Services for Special Needs Student	\$71/HR
RN – Field Trips/Overnight School Trips	\$71/HR
RN Visit - Dispense Meds	\$127 Per Visit
LPN	\$51/HR
CNA	\$33/HR
Paraprofessionals / Teacher's Aide	\$29/HR
Home Health Aides (HHA) / Personal Care Aide	\$29/HR
Teachers Assistant	\$34/HR
ABA (Certified)	\$153/HR
Proctor (Exams)	\$31.50/HR
Resource Room Teacher	\$63/HR
Social Worker	\$63/HR
Student Transportation (CNA/Para Only)	\$51/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$72/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$92/HR (1 Hour Minimum Each Way)
Occupational Therapist/Physical Therapist	\$98/HR
Speech Therapist	\$98/HR



# HEALTH SOURCE GROUP

25 Newbridge Road  
Suite 312  
Hicksville, NY 11801

**Phone:** (516) 605-1310  
**Fax:** (516) 605-1306  
[www.healthsourcegroup.com](http://www.healthsourcegroup.com)

## TERMS 2024-2025

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

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

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

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

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

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

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

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



**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this   3rd   day of   June  , 2024 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   Metro Therapy, Inc.   (hereinafter the "CONSULTANT"), having a principal mailing address of   1363-8 Veterans Memorial Highway, Hauppauge, NY 11788.  

A. TERM

1. The term of this Agreement shall be from   7/1/24   through   6/30/25  , 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

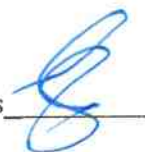
1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in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

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.
2. Compensation shall be at the rate of: SEE APPENDIX A.

E. INSURANCE

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



\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any 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.

Initials 

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

Initials 

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

**Metro Therapy, Inc.**  
**1363-8 Veterans Memorial Highway**  
**Hauppauge, NY 11788**

By: 

Print Name: Frank Caliguiti

Title: Director of Pediatric Services

Date: 5/16/2024

**WESTHAMPTON BEACH UFSD**

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

Print Name: Suzanne Mensch

Title: President, Board of Education

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

Initials 

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Metro Therapy, Inc.**

Supplemental Agreement dated this   3rd   day of   June  , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Metro Therapy, Inc.** (the “Contractor”) located at **1363-8 Veterans Memorial Highway, Hauppauge, NY 11788**.

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

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

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

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

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.

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



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

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

**PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

Initials 

- 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:

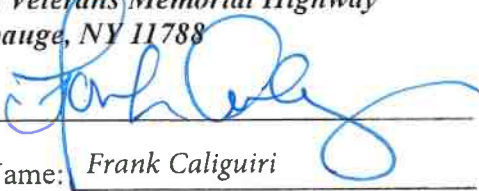
a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor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

*Metro Therapy, Inc.*  
*1363-8 Veterans Memorial Highway*  
*Hauppauge, NY 11788*

By: 

Print Name: Frank Caliguri

Title: Director of Pediatric Services

Date: 5/16/2024

**WESTHAMPTON BEACH UFSD**

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

Print Name: Suzanne Mensch

Title: President, Board of Education

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

Initials 

— APPENDIX A —

WESTHAMPTON BEACH UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

**PART II QUOTATION SHEET**

Name of Provider: Metro Therapy, Inc.

Contact Name and Title: Primary: Frank Caliguiri, Director of Pediatric Services  
Secondary: Adele Hansen, Operations Specialist

Address: 1363-8 Veterans Memorial Highway, Hauppauge, NY 11788

Telephone #: 631-366-3876

Fax #: 631-366-3898

Email Address: Primary: Frank.caliguiri@metrotherapy.com Secondary: Adele.hansen@metrotherapy.com

Type(s) of related service and rate information for each type of related service that would be included in a potential agreement with each District (or attach rate sheet):

**Please note rate information quoted must reflect in the same manner as billing to the district.**

Related Service	30 min. Individual (Rate per Session)	30 min. Group (Rate per Session)
<i>Occupational Therapy</i>	\$45.00	\$65.00 for first two students \$30.00 for each add'l student
<i>Physical Therapy</i>	\$48.00	\$65.00 for first two students \$30.00 for each add'l student
<i>Speech Therapy</i>	\$45.00	\$65.00 for first two students \$30.00 for each add'l student
<i>Counseling</i>	\$45.00	\$65.00 for first two students \$30.00 for each add'l student
<i>Whole classroom Consult (includes handwriting program)</i>	\$75.00	
<i>Resource Room</i>	\$50.00	\$35.00 per student (2:1) \$30.00 per student (3:1)
<i>Behavior Intervention Services</i>	BCBA / non-BCBA / RBT \$76.25 / \$63.75 / \$28.75	

Evaluation Type	Monolingual per evaluation	Bilingual per evaluation
<i>Occupational Therapy</i>	\$195.00	\$225.00
<i>Physical Therapy</i>	\$195.00	\$225.00
<i>Speech Therapy</i>	\$275.00	\$400.00
<i>Psychological</i>	\$600.00	\$700.00
<i>Educational</i>	\$250.00 by SpEd \$350.00 by Psy	\$350.00 by SpEd \$450.00 by Psy
<i>Social History</i>	\$100.00	\$200.00
<i>FBA/BIP</i>	BCBA/non-BCBA \$162.50 / \$137.50 per hour	



WESTHAMPTON BEACH UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

Please note rate information quoted must reflect in the same manner as billing to the district.

Nursing Services (and other hourly services)	Hourly Rate
N/A	

**ADDITIONAL SERVICES**

Type of Related Service: Out of district (OT/PT/ST/Couns)  
*(home, private, parochial, charter)* Rate Information: \$52.00 per student per 30 minutes

Type of Related Service: Home Instruction (SpEd/RR)  
*(special educator addressing IEP/504)* Rate Information: \$60.00 per 30 minutes

Type of Related Service: Vision / Hearing Svcs. Rate Information: \$68.00 per 30 minutes

Type of Related Service: Teaching Assistant Rate Information: \$22.50 per 30 minutes

Type of Related Service: Assistive Technology/AAC Eval Rate Information: \$2000.00 per evaluation

Type of Related Service: Assistive Technology /AAC  
Consults Rate Information: \$125.00 per 30 minutes

Type of Related Service: Meeting Attendance Rate Information: \$50.00 per 30 minutes

Type of Related Service: Staff Development Rate Information: \$300.00 per hour (2 hours or less)  
\$900.00 per 1/2 day  
\$1800.00 per day

Initials 

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this   3rd   day of   June  , 2024 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   New York Therapy Placement Services, Inc.   (hereinafter the "CONSULTANT"), having a principal mailing address of **299 Hallock Avenue, Port Jefferson Station, NY 11776.**

A. TERM

1. The term of this Agreement shall be from   7/1/24   through   6/30/25  , 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: SEE APPENDIX A.

E. INSURANCE

1. a. Commercial General Liability Insurance  
\$1,000,000 per Occurrence/\$2,000,000 Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury



\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

- 1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
- 2. The parties agree that CONSULTANT'S failure to comply with any 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.



G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

*New York Therapy Placement Services, Inc.*  
*299 Hallock Avenue*  
*Port Jefferson, NY 11776*

**WESTHAMPTON BEACH UFSD**

By: John F. Johnson

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

Print Name: John F. Johnson  
Chief Operating Officer

Print Name: Suzanne Mensch

Title: \_\_\_\_\_

Title: President, Board of Education

Date: 5/21/24

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

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**New York Therapy Placement Services, Inc.**

Supplemental Agreement dated this   3rd   day of   June  , 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **New York Placement Services, Inc.** (the "Contractor") located at **299 Hallock Avenue, Port Jefferson Station, NY 11776**.

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:

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/rs/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 UFSB  
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.

*JFD*

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.

*New York Therapy Placement Services, Inc.*  
*299 Hallock Avenue*  
*Port Jefferson, NY 11776*

By: John F. Johnson

Print Name: John F. Johnson  
Chief Operating Officer

Title: \_\_\_\_\_

Date: 5/21/24

**WESTHAMPTON BEACH UFSD**

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

Print Name: Suzanne Mensch

Title: President, Board of Education

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



- APPENDIX A -



Serving Infants through Adults • Nassau-Suffolk-NYC  
Occupational • Physical • Speech Therapy • Psychology • Special Education  
Applied Behavioral Analysis (ABA)

**RATE SHEET FOR WESTHAMPTON BEACH, EAST QUOGUE AND QUOGUE FOR THE 2024-2025 SCHOOL YEAR**

**OCCUPATIONAL THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$46.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$62.00	\$35.00 per student

Total Classroom Push-in Model	45 minutes	30 Minutes
OT Consultations	\$110.00 per session	\$80.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$110.00 per push-in entire class	
Week 6-12		\$80.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$80.00 per group session

**PHYSICAL THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$48.00	\$33.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

New York Therapy Placement Services, Inc.  
RFP for Westhampton Beach UFSD

Initials gfp

**SPEECH THERAPY**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$46.00	\$33.00 per student
In District: Bilingual	\$56.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$62.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School: Bilingual	\$65.00	\$35.00 per student

Speech Push-in Classroom Program /Speech Improvement Group	\$80.00 per 30 minute group session
--	-------------------------------------

**VISION THERAPY**

Service Location	30 Min. Individual (Rate Per Session)
In District	\$65.00
Child Seen at Home or at Private or Parochial School	\$65.00

**INDIVIDUAL STUDENT/TEACHER CONSULTATIONS**

OT/PT/SP Consults (per 30 minutes)	\$ 50.00
Sensory Consults (per 60 minutes)	\$100.00
Vision Consultations (per 30 minutes)	\$ 60.00
Assistive Tech Consult/Training (15 minutes)	\$ 50.00
Classroom Consultation/Co-Teaching (per 60 minutes)	\$ 150.00

**New York Therapy Placement Services, Inc.  
RFP for Westhampton Beach UFSD**

Initials grr

## EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 90.00	\$ 110.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 210.00	\$ 350.00
OT Evaluation with Sensory Profile	\$ 290.00	\$ 370.00
Speech Evaluation	\$ 290.00	\$ 390.00
Speech Feeding Evaluation	\$ 390.00	\$ 490.00
Vision Evaluation	\$ 390.00	\$ 490.00
Social History Evaluation	\$ 130.00	\$ 230.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 290.00	\$ 390.00
Reading Evaluation	\$ 290.00	\$ 390.00
Psychological Evaluation	\$ 690.00	\$ 890.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,150.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Annual Review Protocol	\$ 60.00	\$ 60.00
ADOS	\$ 690.00	\$ 790.00

**Participation at CSE/TEAM Meetings/Program Reviews:**

To be prorated by the individual rate for all services

**Remote Sessions:**

Remote sessions to be billed at the same rate as in-person sessions for all services

**Absent Student:**

To be billed at the scheduled session rate when sufficient notice (24-hours) is not provided

**Scheduling Sessions:**

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

**RESOURCE ROOM/ HOME TUTORING**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student

**READING SPECIALIST**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

**TEACHER OF THE DEAF/HARD OF HEARING**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

**PARENT TRAINING**

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
Home	\$60.00	N/A
Parent Training by BCBA	\$80.00	N/A

**COUNSELING**

<b>Service Location</b>	<b>30 Min. Individual (Rate Per Session)</b>	<b>30 Min. Group (Rate per Student)</b>
<b>In District</b>	\$65.00	\$35.00 per student
<b>Child Seen at Home or at Private or Parochial School</b>	\$65.00	\$35.00 per student

**BEHAVIORAL SERVICES**

<b>Service</b>	<b>Rate Per Hour</b>
Teachers Assistant ABA homebased	\$ 55.00
1:1 Teachers Aide by Paraprofessional school-based	\$ 55.00
Services with Registered Behavior Technician	\$ 58.00
Special Educator ABA homebased	\$ 110.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

**EXTENDED SCHOOL DAY-AFTER SCHOOL PROGRAM**

<b>TYPE OF SERVICE</b>	<b>Rate Per Hour Up to 12 Students per group 2024-2025</b>
BCBA/Special Education Group Behavioral Services	\$250.00
Paraprofessional/Registered Behavior Technicians	\$50.00
Parent Training for Group Participants by Special Education Teacher	\$150.00
Parent Training for Group Participants by BCBA	\$250.00

**New York Therapy Placement Services, Inc.  
RFP for Westhampton Beach UFSD**

**Initials**

**ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS**

TYPE OF SERVICE	Rate Per Hour
Center Based ABA After School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$150.00 per participant

**VIRTUAL/PHONE TRANSLATIONS**

\$95.00 Flat Fee up to 1 hour  
\$45.00 per 30 minutes after 1 hour

**IN-PERSON TRANSLATIONS**

\$110.00 Flat Fee up to 1 hour  
\$55.00 per 30 minutes after 1 hour

**WRITTEN TRANSLATIONS**

\$28.00 per page for written translations

**EDUCATIONAL STRATEGIES TASK FORCE**

Includes professional development seminars and workshops. Staff training, consultation and coaching options.

**WORKSHOPS**

Full Day: \$1600.00

Workshops under Three hours: \$800.00

Strategic Coaching: \$150.00 per hour (Minimum of 5 hours per day)

**NOTES**

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available

**New York Therapy Placement Services, Inc.  
RFP for Westhampton Beach UFSD**

Initials JKP

**Westhampton Beach UFSD**  
**340 Mill Road**  
**Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this \_\_ 3rd \_\_\_ day of \_\_ June \_\_, 2024 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, **Elizabeth Scheiner-Hoppe, Licensed Behavior Analyst, PC** \_\_\_\_\_ (hereinafter the "CONSULTANT"), having a principal mailing address of \_\_ **5 Kara Court, Centereach, NY 11720.** \_\_\_\_.

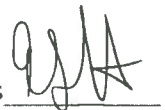
A. TERM

1. The term of this Agreement shall be from \_ 7/1/24 \_\_\_\_\_ through \_\_ 6/30/25 \_\_\_\_, 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: SEE APPENDIX A.

E. INSURANCE

1. a. Commercial General Liability Insurance  
\$1,000,000 per Occurrence/\$2,000,000 Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury



\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any 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.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

*Elizabeth Scheiner-Hoppe*  
*5 Kara Court*  
*Centereach, NY 11720*

**WESTHAMPTON BEACH UFSD**

By: *Elizabeth Scheiner-Hoppe*

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

Print Name: Elizabeth Scheiner-Hoppe

Print Name: Suzanne Mensch

Title: Licensed Behavior Analyst, PC

Title: President, Board of Education

Date: 5/16/24

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

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Elizabeth Scheiner-Hoppe**

Supplemental Agreement dated this   3rd   day of   June  , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Elizabeth Scheiner-Hoppe** (the “Contractor”) located at **5 Kara Court, Centereach, NY 11720**.

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.

Handwritten initials in black ink, appearing to be 'EHS', written over a horizontal line.

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

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

#### PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child’s personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

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

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

- c. 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.

*Elizabeth Scheiner-Hoppe*  
5 Kara Court  
Centereach, NY 11720

WESTHAMPTON BEACH UFSD

By: *Elizabeth Scheiner-Hoppe*

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

Print Name: Elizabeth Scheiner-Hoppe

Print Name: Suzanne Mensch

Title: Licensed Behavior Analyst, PC

Title: President, Board of Education

Date: 5/21/24

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

— APPENDIX A —

**Elizabeth Scheiner-Hoppe Licensed Behavior Analyst, P.C.  
2024-2025 Rates**

Service	Rate
<b>Consultation with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b>	\$130.00 per hour
<b>Parent Counseling &amp; Training with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b>	\$130.00 per hour
<b>Functional Behavior Assessment (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b> 6-8 hour assessment: observation, data collection, staff/parent interviews, data analysis. Written report (8-10 hours). If a behavior intervention plan is warranted an additional 8-10 hours is allocated.	\$130.00 per hour
<b>Report Writing (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b> Inclusive of: progress reports, behavior intervention plan progress monitoring reports, systematic aide fade planning reports	\$130.00 per hour
<b>Staff Training/Presentation Preparation (Licensed Behavior Analyst/Board Certified Behavior Analyst)</b>	\$130.00 per hour

**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

Consultant Services Contract

This Agreement is entered into this   3rd   day of   June  , 2024 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   Zycron Industries, LLC  , (hereinafter the "CONSULTANT"), having a principal mailing address of   44 North Chestnut Street, New Paltz, NY 12561  .

A. TERM

1. The term of this Agreement shall be from   7/1/24   through   6/30/25  , 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: 16% of Receivables.

E. INSURANCE

1. a. Commercial General Liability Insurance  
\$1,000,000 per Occurrence/\$2,000,000 Aggregate  
\$2,000,000 Products/Completed Operations  
\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Worker's Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.

d. Professional Errors and Omissions Insurance

\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.

e. Umbrella/Excess Insurance

\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any 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.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

*Caryn Hinson*  
*Zycron Industries, LLC*  
*44 North Chestnut Street*  
*New Paltz, NY 12561*

**WESTHAMPTON BEACH UFSD**

By: *Caryn Hinson*

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

Print Name:     Caryn Hinson    

Print Name:     Suzanne Mensch    

Title: *Consultant*

Title:     President, Board of Education    

Date: *5/17/24*

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



**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD**

**and**

**Zycron Industries, LLC**

Supplemental Agreement dated this   3rd   day of   June  , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Zycron Industries, LLC** (the “Contractor”) located at **44 North Chestnut Street, New Paltz, NY 12561**.

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

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

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

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

a. “Educational Agency” shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.

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



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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

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

Carolyn J. Probst, Superintendent of Schools  
Westhampton Beach UFSD  
340 Mill Road, Westhampton Beach, NY 11978  
(631) 288-3800  
OR  
Chief Privacy Officer  
New York State Education Department  
89 Washington Avenue  
Albany, NY 12234  
Email: CPO@mail.nysed.gov

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

- c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
- b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
- c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
- i. Without the prior written consent of the Parent or Eligible Student; or
- ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

*Caryn Hinson*  
*Zycron Industries, LLC*  
*44 North Chestnut Street*  
*New Paltz, NY 12561*

WESTHAMPTON BEACH UFSD

By: *Caryn Hinson*

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

Print Name: \_\_\_\_\_ Caryn Hinson \_\_\_\_\_

Print Name: \_\_\_ Suzanne Mensch \_\_\_\_\_

Title: *Consultant*

Title: \_\_\_ President, Board of Education \_\_\_\_\_

Date: *5/17/24*

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



**Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978**

**Consultant Services Contract**

This Agreement is entered into this [redacted] day of [redacted] June 2024 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 [redacted] Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter the "CONSULTANT"), having a principal mailing address of [redacted] 1400 Old Country Road, Suite C103N, Westbury, NY 11590.

**A. TERM**

1. The term of this Agreement shall be from [redacted] 7/1/24 through [redacted] 6/30/25 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. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
  - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

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.
2. Compensation shall be at the rate of: ~~SEE Schedule One~~.

E. INSURANCE

1. a. Commercial General Liability Insurance
  - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
  - \$2,000,000 Products/Completed Operations
  - \$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault  
\$100,000 Fire Damage  
\$10,000 Medical Expense

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

- b. Automobile Liability  
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance  
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
- d. Professional Errors and Omissions Insurance  
\$2,000 per occurrence/\$2,000,000,000 aggregate for the professional services of the service provider performed under contract for the District. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance  
\$3 million each occurrence and aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability and Professional Liability coverages.

2. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

If the Professional Consultant or Healthcare Provider 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.

#### F. TERMINATION

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any 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.



G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

**Kidz Educational Services, SLP, OT, PT**  
**LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC**  
1400 Old Country Road, Suite C103N  
Westbury, NY 11590

**WESTHAMPTON BEACH UFSD**

By: 

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

Print Name: Dr. Leonard F. Caltabiano

Print Name: \_\_\_ Suzanne Mensch \_\_\_

Title: CEO

Title: \_\_\_ President, Board of Education \_\_\_

Date: 5/23/24

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

Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

**Kidz Educational Services**

Supplemental Agreement dated this 10 day of June 2024 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, PECC** (the "Contractor") located at **1400 Old Country Road, Suite 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 personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
  - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
  - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

The Westhampton Beach School District is committed to protecting the privacy and security of student, teacher, and principal data. Pursuant to New York State Education Law §2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Westhampton Beach School District is hereby informing the community of the following rights:

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.

- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- d. A complete list of all student data elements collected by New York State is available to review at the following website:

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.

c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

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

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

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

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

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

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

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

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

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



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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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



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

~~Kidz Educational Services, SLP, OT, PT~~  
LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC  
1400 Old Country Road, Suite C103N  
Westbury, NY 11590

By: 

Print Name: Dr. Leonard F. Caltabiano

Title: CEO

Date: 5/23/24

WESTHAMPTON BEACH UFSD

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

Print Name: Suzanne Mensch

Title: President, Board of Education

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

**Schedule One  
WESTHAMPTON BEACH UFSD**

2024-2025 Nassau/Suffolk Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Updated 2/20/24

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

**SERVICES:**

Renewal of Complete Rehab 23-24 rates

<b>Home Instruction - at Alternate Location</b>	
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs *** (1)	\$150.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location Additional Supports *** (1)	\$110.00 per Student/per 60 minutes
Alternate Location-RelSvc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mtgs (1)	\$62.00 per Student/per 30 minutes
Alternate Location: Parent Training and CSE & TEAM Mtgs (1)	\$159.00 per Student/per 60 minutes
<b>Behavior Assessment, Intervention &amp; Support Services</b>	
BIS and CSE & TEAM Meetings (Home)	\$120.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings (School)	\$131.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral (School/Home)	\$156.00
Parent Training and CSE & TEAM Meetings	\$132.00
Bilingual Parent Training and CSE & TEAM Meetings	\$156.00
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings (2)	\$153.00
1:1 AIDE/BI/Paraprofessional Services in School (2)	\$56.00
RBT Training Program: Includes training and oversight for School District Staff	Pricing available upon request
<b>Functional Behavior Assessment (FBA)</b>	
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)	\$131.00 plus Report
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)	\$156.00 plus Report
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>	
Rate Per 60 Minute Session	
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings	\$100.00
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min.2 - Max.5 Students)*	\$45.00 per Student**
Individual Reading Specialist and CSE & TEAM Meetings	\$131.00
Group Reading Specialist (Min.2 - Max. 5) *	\$65.00 per Student**
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings	\$109.00
<b>Related Services -(Speech, Occupational, Physical, Counseling Therapy)</b>	
Rate Per 30 Minute Session	
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings	\$44.00
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings	\$44.00
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings	\$44.00
Individual School Services: Counseling and CSE & TEAM Meetings	\$50.00
Home, Private Parentally Placed Services :OT/PT/ST or Cross Contracting with other district (Group or IND) & CSE or TM	\$55 per Student **
Individual Home Services: Counseling and CSE & TEAM Meeting	\$70.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*	\$33.00 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*	\$33.00 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*	\$36.00 per Student**
Related Services Intervention Push-In Classroom/Support/OTI or OTC Model & CSE or Team Meeting	\$48.00 per 30 minute push-in
RU(MTSS) OT/PT Support: Tier 1 or Tier 2	\$48.00
Prompt & Lidcombe 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>DAILY RATE OPTIONS</b>	
Provider available for 6.5 Hours	
Daily Rates Include Individual, Group, Push-in, Consultation & Evaluations	
Fee Schedule-Per Scheduled Provider	
OT	\$650
PT	\$700
ST	\$625
RR	\$650
School Psychologist/Counseling	\$700
<b>Other Services Offered</b>	
Assistive Technology Services or Consulting and CSE & TEAM Meetings	\$156.00 per Student per hour
Staff Development & Training	\$250 hourly rate pro-rated, per speaker
Staff Development & Training with CEUs	See Workshop Rate Sheet pg. 3
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)

**Schedule One  
WESTHAMPTON BEACH UFSD**

*2024-2025 Nassau/Suffolk Rate Sheet*

**SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS**

Updated 2/20/24

**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
Auditory Continuous Performance Test (ACPT) *must have additional Audiological	\$360
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
<b><i>OT/PT/ST</i></b>	<b><i>\$250</i></b>
PT or OT Screenings	\$102
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings	\$102 per 60 minutes
CSE Meetings for ADOS	\$131 per 60 minutes
* 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.	
<i>(1) In the event of a learners absence Alternate Location services will be billed at noted rate regardless of the length of the absence.</i>	
<i>(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.</i>	
The DISTRICT will incur a "No Prescription" charge until an appropriate prescription for IEP mandated Physical Therapy Service is received. OT services will be provided regardless of script unless District notifies prior to inception of services. In the event District requires an OT Rx then District will be charged a No Prescription charge at the rate set forth, no more than 2x a month.	
OT/PT/ST NON-MANDATED CONSULTATION will be charged at the individual rate set forth for time spent speaking with parent, periodically speaking with the teachers/school personnel to discuss students schedule, review IEP goal or progress marks in preparation for Annual Reviews. (As stated in previous Complete Rehab rates/contracts).	
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).	
At the inception of services done in a school setting a one-time Scheduling charge not exceeding a half hour per student will be charged for each student scheduled to receive services at the rate set forth herein.	
PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.	
Annual Review writeup/IEP entry when applicable will be charged at the rate set forth above not to exceed the IEP mandate duration.	
The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.	
<b><i>Complete Rehab rates noted in italics are honored in the rates noted above.</i></b>	

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



**District Workshop Fees (2024-25)**

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

<b>Time (# hrs per workshop)</b>	<b>Fee Schedule (per workshop)</b>
1	400
1.5	500
2	600
2.5	700
3	800
4	1,050
5	1,300
6	1,550

\*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 sessions will be prorated to the higher half-hour rate.

**CEUs:** There will be an additional charge of \$150 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.

**For information about scheduling a training, workshop, or conference:  
contact Tesa Etchieson, Lead Conference Coordinator  
at (516) 806-6969 x4181 or email [Conferences@familyofkidz.com](mailto:Conferences@familyofkidz.com)**



**ADDENDUM #1**  
**ENHANCED BEHAVIOR SUPPORT SERVICES (EBSS)**  
**ALTERNATE LOCATION PROCESS/PROCEDURES**

The following are the terms and conditions of this Addendum to the 2024 - 2025 Services Agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the Westhampton Beach UFSD (hereinafter the "School District"). The terms of this Addendum are incorporated into the terms of the Services Agreement with the School District and shall prevail over any conflicting terms and/or inconsistencies.

Upon inception of services at our Alternate Location, a student will enter into a 6-week assessment period in which the clinical staff will further evaluate the student's level of needs. During this 6-week time period the student will be assigned two staff members (1 to 2 ratio) at all times a Primary and an Additional Support staff. At the end of the 6-week assessment period a meeting will be convened to review the student's status and it will be determined if the level of the student's behavioral needs continue to require an Additional Support staff member (1 to 2 ratio), or if the ratio can be reduced to solely the Primary, one-to-one. In some instances, when a student is presenting with more severe behavioral challenges, it may be determined to provide additional staff to maintain safety (1 to 3, 1 to 4). Any additional staff needed will be billed at the Additional Support hourly rate. The Alternate Location is not a proper setting if the student requires more than 4 staff to maintain safety.

As outlined in our rate sheet, to maintain the quality of our Alternate Location Services which includes hiring, training, and maintaining staff for each individual student and a room (physical space) within our facility, the School District will be responsible for full payment of services, even when the student is absent. This will reserve the student's placement for receiving services in the event of excessive absences. In the event that the student is absent for 4 consecutive days, the School District will be notified.

In the event that the student is absent for 2 consecutive weeks, a meeting/tele-conference will be scheduled to determine if the student's services at the Alternate Location will be maintained or forfeited. If the School District decides to continue student's services at the Alternate Location, the district will continue to be billed for services.

In the event that the student's services are forfeited, and the School District would like to request Alternate Location services be resumed at a later date, the student will be reassessed and placement is subject to space availability at that time.

This Addendum applies to all child absences regardless of reason (child, parent, or District). If services are not delivered due to an issue related to Kidz Educational Services (e.g., Alternate Location is closed), then the School District will not be charged for the non-delivery of services.

When a student is transitioning to a new placement and center staff is requested to assist then the Alternate Location rates will apply.

Provider signature \_\_\_\_\_

Provider Name, Title: Dr. Leonard Caltabiano, Chief Executive Officer

Tax ID # 84-3700766

Date 5/23/24

School District Representative Signature \_\_\_\_\_

Representative Name, Title \_\_\_\_\_

Date \_\_\_\_\_

**Data Security and Privacy Plan**

*As per the Agreement between the undersigned and the School District, this plan must be completed by the Service Provider within 10 days of execution of the Agreement.*

1. Describe how you will implement applicable data security and privacy contract requirements over the life of the contract.

The service provider must comply with all district policies and state, federal and local laws, rules, regulations and requirements related to the confidentiality of records and data security and privacy.

Initial lc

2. Exclusive Purposes for Data Use

- a. Please list the exclusive purposes for which the student data [or teacher or principal data] will be used by the service provider include.

Student data will be used for the purpose of providing special education services to the student.

Initial lc

3. Data Accuracy/Correction Practices

- a. Parent [student, eligible student, teacher or principal] may challenge the accuracy of the data by...

Under FERPA, parents have the right to inspect and review the student's education data within 45 days after the school receives a written request for access. They have the right to request an amendment of the student's records that the parent or student believes inaccurate or misleading.

Initial lc

4. Subcontractor Oversight Details

- a. This contract has subcontractors: Yes  No

- b. Describe how the contractor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations:

The service provider must comply with all district policies and state, federal and local laws, rules, regulations and requirements related to the confidentiality of records and data security and privacy.

Initial lc

5. Security Practices

- a. Where is the data stored? (described in such a manner as to protect data security)  
Student data will be stored in a locked file cabinet.
- b. The security protection practices taken to ensure data will be protected include:

Electronic Data is stored on the service providers server which is protected by anti-virus, firewall, and is password protected.

Initial lc

6. Contract Lifecycle Practices

- a. The agreement expires June 30, 2025
- b. When the agreement expires,
  - i. How long is the student data [or teacher or principal data] retained?  
7 years
  - ii. How is the student data disposed? by a third party licensed secure vendor

Initial lc

7. Encryption Practices

- a. Data encryption is applied in accordance with Education Law 2-d 5(f)(5)  
Yes  No

Initial lc

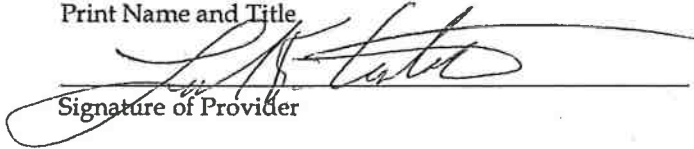
8. Training Practices

- a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or assignees who have access to student [or teacher or principal data]  
Yes  No

Initial lc

Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC  
Company Name

Leonard F. Caltabiano, Psy.D, CEO  
Print Name and Title

  
Signature of Provider

5/23/24  
Date

Return to:  
XXXXXX

Westhampton Beach UFSD



**Westhampton Beach UFSD  
Building & grounds Department**

The following is proposed Custodial Holiday Calendar for 2024-2025

- |                       |           |                            |
|-----------------------|-----------|----------------------------|
| 1. July 4, 2024       | Thursday  | 4th of July                |
| 2. July 5, 2024       | Friday    | Day after July 4th         |
| 3. September 2, 2024  | Monday    | Labor Day                  |
| 4. October 14, 2024   | Monday    | Columbus Day               |
| 5. November 11, 2024  | Monday    | Veterans Day               |
| 6. November 28, 2024  | Thursday  | Thanksgiving Day           |
| 7. November 29, 2024  | Friday    | Day after Thanksgiving Day |
| 8. December 25, 2024  | Wednesday | Christmas Day              |
| 9. December 26, 2024  | Thursday  | Day after Christmas Day    |
| 10. January 1, 2025   | Wednesday | New Years Day              |
| 11. January 11, 2025  | Monday    | Martin Luther King Day     |
| 12. February 17, 2025 | Monday    | President's Day            |
| 13. May 25, 2025      | Monday    | Memorial Day               |
| 14. June 19, 2025     | Thursday  | Juneteeth                  |



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

SCHEDULE - A (Certified Staff)

SCHEDULE - B (Civil Service)

SCHEDULE - C (Co-Curricular Appointments)

**June 3, 2024**

**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>
Katherine Carr	HS 0.6 FTE School Social Worker	Step 3F, MA+20, \$70,770 (prorated)	8/29/24 - 6/30/25
Katherine Tarantowicz	District 0.8 FTE Speech Therapist	Step 1E, MA+10, \$63,224 (prorated)	8/29/24 - 6/30/25

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

<b>NAME</b>	<b>POSITION</b>	<b>EFFECTIVE DATE</b>	<b>REASON</b>
Marica Figueroa	MS Foreign Language Teacher	10/3/24 - 3/7/25	FMLA

---

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

NAME	POSITION	EFFECTIVE DATE	REASON
Lois Langhorne	ES Teacher Aide	6/26/24	Retirement

---

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**

---

<b>NAME</b>	<b>POSITION</b>	<b>RATE OF PAY</b>
Diana Dautzenberg	Summer Special Education Testing	\$50.22/hour
Jennifer Cucinotta	Summer Special Education Testing	\$50.22/hour
Alison Hansson	Summer Special Education Testing	\$50.22/hour
Kaleigh Locke	Summer Special Education Testing	\$50.22/hour
Allaine King	Summer Special Education Testing	\$50.22/hour
Elizabeth Martrano	Summer Special Education Testing	\$50.22/hour
Kimberly Caceci	Uncertified Per Diem Substitute Teacher	\$116/day

---

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

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

---

<b>NAME</b>	<b>SCHOOL</b>	<b>SPORT</b>
Joseph Gianotti	High School	Football - Varsity

---

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