

TYPE: Board Meeting

DATE: 6/17/2024 **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. Facilities and Construction Update Info

4. PUBLIC PARTICIPATION

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

5. MINUTES

1. Approval of Minutes - June 3, 2024 Meeting Action

6. SPECIAL EDUCATION

1. Approval of CSE recommendations from the following meeting dates: 3/20, 5/9, 5/29, 5/30, 5/31, 6/3, 6/5, 6/10 and CPSE 5/10, 5/13, 5/31 & 6/6. Action

7. FINANCIALS

1. Budget Status Report as of May 31, 2024 Action
2. Revenue Status Report as of May 31, 2024 Action
3. Trial Balances as of May 31, 2024 Action
4. Budgetary Transfer Report April & May 2024 Action
5. Treasurers Reports/Collateral April & May Action
6. Audited and Paid Claims 0178 - 0202 Action
7. Extraclass Activities March-April 2024 Action
8. Fund Balance Action

8. SUPERINTENDENT'S REPORT

1. Resolution authorizing the Superintendent of Schools to attend the NYSCOSS Fall Leadership Summit in Saratoga Springs, NY, September 22-24, 2024. Action
2. Approval of Instruction Contracts with three (3) sending districts (SA-10 form) Action
3. Authorization of four (4) Universal Pre-K provider contracts for the 2024/25 school year Action
4. Resolution reaffirming District reserve funds Action
5. Budget Transfers Action
6. Approval of Health and Welfare Service Agreement with South Huntington UFSD Action

- | | | |
|-----|---|--------|
| 7. | Approval of Health and Welfare Service Agreement with Riverhead CSD | Action |
| 8. | Approval of Agreement with OMNI & TSACG for the 24/25 School Year | Action |
| 9. | Approval of service agreement with NYSARC, Inc, Suffolk Chapter, for the 2024-25 school year. | Action |
| 10. | Approval of Consultant Services Contract with Consulting That Makes a Difference, Inc. for the 24-25 school year. | Action |
| 11. | Approval of Consultant Services Contract with Home Care Therapies, LLC for the 24-25 school year. | Action |
| 12. | Approval of Driver Education Bid Extension for the 2024-25 school year. | Action |
| 13. | Approval to participate in the Long Island School Nutrition Cooperative Bid for the 2024-25 school year. | Action |
| 14. | Approval of Consultant Service Contract with Living Arts Aquarium for the 24-25 school year. | Action |
| 15. | Approval of bid extension for Food Service Equipment Repair for the 2024-25 school year. | Action |
| 16. | Approval of Bid Award for Financing the Leasing the Instructional Technology Equipment | Action |
| 17. | Field Trip Request/Galapagos Islands, February 15-22, 2025 | Action |
| 18. | Approval to Excess Science Textbooks | Action |
| 19. | Donation | Action |

9. PERSONNEL

- | | | |
|-----|---|--------|
| 1. | Support Staff Compensation Authorization | Action |
| 2. | Resignation/ES Monitor | Action |
| 3. | Resignation/ES Monitor | Action |
| 4. | Appointment/Substitutes for the 2024-2025 School Year | Action |
| 5. | Appointment/Summer Recreation-Academy Recommendations | Action |
| 6. | Request for Medical Leave of Absence/ES-HS Physical Education Teacher | Action |
| 7. | Resignation/HS Music Teacher | Action |
| 8. | Retirement Revision/ES Kindergarten Teacher | Action |
| 9. | Leave of Absence/Reassignment/Teacher on Special Assignment | Action |
| 10. | Abolishment/Reduction of Positions | Action |
| 11. | Excess/Reduction/Elementary and Special Education Teachers | Action |
| 12. | Appointment/Instructional Coordinators | Action |
| 13. | Appointment/HS Foreign Language Leave Replacement 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 Regular Board of Education Meeting
High School Library
Monday, June 3, 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; Chris Herr, High School Principal; Jeremy Garritano, Elementary School Principal; and approximately 25 attendees.

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

The pledge was conducted.

EDUCATIONAL PRESENTATIONS

HS STUDENT RECOGNITION

Dr. Herr introduced Meghan Kelly, Valedictorian, and Jessica Curran, Salutatorian, of the Class of 2024 and spoke about their accomplishments during their tenure at Westhampton Beach High School. Ms. Mensch presented the students with certificates of recognition for their outstanding academic achievements.

NEWLY TENURED STAFF

This year's newly tenured staff members were recognized: Marisa DeMarco, Sarah Drake, Kerry Pillittier, Jacqueline Pirro, Rebecca Sullivan, Jessica Williams

STAFF RETIREES

This year's retirees were recognized for their years of service to the District: Patricia Brosnan, Patricia DeCiccio, Lois Langhorne, Gloria Meyer, Geraldine Nigg

SCHOOL SAFETY PLAN

Dr. Probst gave a presentation on the School Safety Plan. The plan is posted on the District's website and can be viewed under the "District" tab, "Important Information and Required Notifications", "School Safety Plan".

PUBLIC PARTICIPATION

No comments were received.

APPROVAL OF MINUTES

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the minutes of the May 13, 2024 Budget Hearing, to be and are hereby approved.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Mr. Kast, the minutes of the May 13, 2024 Board of Education meeting, to be and are hereby approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Mr. Kast, the minutes of the May 21, 2024 Annual Budget Vote and Election of Board Members special meeting, to be and are hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, 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 2/28, 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, to be and hereby are approved.

Vote: Yes 7 No 0

ACCEPTANCE OF THE ANNUAL BUDGET VOTE AND ELECTION RESULTS

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the results of the Annual Budget Vote and Election of Board Member, to be and are hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION AND RELATED SERVICE PROVIDERS

On motion of Mr. Stevens, second by Mr. Kast, the RFP Awards for Special Education and Related Service Providers, to be and are hereby approved.

Vote: Yes 7 No 0

SHARED SERVICES CONTRACT WITH BOCES

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the execution of a Shared Services Contract with Eastern Suffolk BOCES for the 2023/24 school year, as submitted, to be and is hereby adopted.

Vote: Yes 7 No 0

EASTERN SUFFOLK BOCES JOINT MUNICIPAL COOPERATIVE BIDDING PROGRAM

On motion of Mr. Stevens, second by Mr. Kast, the BOCES Joint Municipal Cooperative Bidding Program Resolution A for the 2024/2025 school year, to be and hereby is adopted:

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 Westhampton Beach Union Free School District, 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.

Vote: Yes 7 No 0

CONTRACT AMENDMENT FOR SUPERINTENDENT OF SCHOOLS

On motion of Mr. Stevens, second by Mr. Kast, the amendment to the contract for the Superintendent of Schools, to be and is hereby approved.

Vote: Yes 7 No 0

BUDGET TRANSFERS

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

1.

From	To	Amount
A2630-460-00-03	A2630-490-00-08	\$974.88

2.

From	To	Amount
A2110.436.19.01	A2630-500.00.01	\$10,550.00

3.

From	To	Amount
A1620.411.00.01	A1620.400.00.05	\$35,667.00

4.

From	To	Amount
A2630.220.00.02	A2110.200.01.01	\$1,865.00

5.

From	To	Amount
A2110.438.19.01	A2110.500.31.01	\$7,140.00

Vote: Yes 7 No 0

REMSENBURG-SPEONK CONTRACT

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of a contract with the Remsenburg/Speonk School District for special education services for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

RIVERHEAD CONTRACT

On motion of Mr. Kast, second by Mr. Stevens, the resolution authorizing the execution of a contract with the Riverhead Central School District for special education services for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

INDIVIDUAL STUDENT TUITION CONTRACT

On motion of Mr. Kast, second by Ms. Wright, the recommendation to approve one individual student tuition contract, to be and hereby is approved.

Vote: Yes 7 No 0

COMMUNITY CARE COMPANIONS, INC.

On motion of Mr. Kast, second by Mr. Stevens, the contract with Community Care Companions, Inc. for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

LAURA GRABLE

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the contract with Laura Grable for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

HEALTH SOURCE GROUP

On motion of Mr. Stevens, second by Mr. Kast, the contract with Health Source Group for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

METRO THERAPY, INC.

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the contract with Metro Therapy, Inc. for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

NEW YORK THERAPY PLACEMENT SERVICES, INC.

On motion of Mr. Kast, second by Ms. Arrasate, the contract with New York Therapy Placement Services, Inc. for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

ELIZABETH SCHNEINER-HOPE

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the contract with Elizabeth Schneiner-Hope, Licensed Behavior Analyst, PC for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

ZYCRON INDUSTRIES, LLC

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the contract with Zycron Industries, LLC for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

KIDZ EDUCATIONAL SERVICES

On motion of Ms. Wright, second by Mr. Stevens, the contract with Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC for the 2024/25 school year, to be and hereby is approved.

Vote: Yes 7 No 0

JOSEPH GIANOTTI

On motion of Mr. Stevens, second by Mr. Kast, the recommendation to appoint Joseph Gianotti as a volunteer football coach, to be and is hereby approved.

Vote: Yes 7 No 0

KIMBERLY CACECI

On motion of Mr. Stevens, second by Mr. Kast, the recommendation that Kimberly Caceci be appointed as an uncertified per diem substitute teacher, effective May 21, 2024 through June 26, 2024 at a rate of \$116 per day, is hereby approved.

Vote: Yes 7 No 0

LOIS LANGHORNE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resignation of Lois Langhorne from her position as an elementary school Teacher Aide for the purpose of retirement, with her last day of employment to be June 26, 2024, and retirement beginning June 27, 2024, is hereby approved.

Vote: Yes 7 No 0

SUMMER SPECIAL EDUCATION TESTING

On motion of Mr. Kast, second by Ms. Arrasate, the recommendation to appoint the following teachers for summer special education testing, are hereby approved:

Speech Testing - Diana Dautzenberg
Educational Testing - Jennifer Cucinotta, Alison Hansson, Kaleigh Locke
Psychological Testing - Allaine King, Elizabeth Martrano

Vote: Yes 7 No 0

KATHERINE CARR

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendation to appoint Katherine Carr as a 0.6 FTE School Social Worker, effective August 29, 2024 through June 30, 2025, at Step 3F, MA+20, \$70,770 (pro-rated), to be and is hereby approved.

Vote: Yes 7 No 0

KATHERINE TARANTOWICZ

On motion of Mr. Stevens, second by Ms. Wright, the recommendation to appoint Katherine Tarantowicz as a 0.8 FTE Speech Therapist, effective August 29, 2024 through June 30, 2025, at Step 1E, MA+10, \$63,224 (pro-rated), to be and is hereby approved.

Vote: Yes 7 No 0

CUSTODIAL HOLIDAY SCHEDULE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the request to approve the Custodial Holiday Schedule for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

MARICA FIGUEROA

On motion of Mr. Stevens, second by Ms. Arrasate, the childcare leave of absence request by Marica Figueroa beginning or on about October 3, 2024 through March 7, 2025 with her return to work on March 10, 2025, 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 7:31 p.m. to discuss negotiations with bargaining units.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to reconvene from Executive Session at 9:27 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

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

Vote: Yes 7 No 0



Lisa Rheume, District Clerk

Public Education: The Pathway to Everywhere

2024 Fall Leadership Summit

September 22-24, 2024/ Saratoga Springs, NY

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Tuition covers keynotes presentations, education sessions, materials, pre-Summit Deeper Leading / Learning Session, professional headshots, limited book supplies and **member meal packages**; accommodations are paid separately by attendees.

Meal Packages

Meal costs are in Summit tuition and include two buffet breakfasts, one lunch, four beverage breaks, two evening receptions, and one dessert reception for members only. Strategic Partner meal packages are \$95 per person and are paid through their exhibit selection and payment process.

How to Register

By submitting your registration, you are agreeing to the terms and conditions set forth by our cancellation policy and acknowledge that you accept said terms.

To submit your registration, first select the Credit Card (Visa or Mastercard) or Invoice option. When selecting the invoice option, you can add a purchase order number (PO). If you do have a PO ready, select Submit Registration and then forward the completed PO to our offices at 7 Elk Street, Albany, NY 12207.

All POs must be made payable to LEAF, Inc. and all invoices must be paid prior to the event.

Fax or email a copy of your PO to LEAF, Inc. for your tuition payment, after your register for the event online at 518.426.2229 or melanie@nyscoss.org (<mailto:melanie@nyscoss.org>).

Registration will be accepted with a check, purchase order or credit card.

Early Bird

Council Member - \$774

Business Member - \$774

Non-Member - \$874

Search Consultant - \$387

Retired Life Member - \$387

2023-24 Retired Life Member - Complimentary

2024-25 SDP

Participant - \$387

After August 1

Council Member - \$799

Business Member - \$799

Non-Member - \$899

Search Consultant - \$399.50

Retired Life Member - \$399.50

Registration Questions?

Melanie Seiden

Associate
Director for
Membership
NYSCOSS

melanie@nyscoss.org
(<mailto:melanie@nyscoss.org>)

T: 518.694.4877

F: 518.426.2229

Albany, NY
(8:30 a.m. – 4:00
p.m. EST)



Cancellation Policy

The Council and LEAF, Inc., work hard to accommodate the volatile nature of educational leader's schedules while keeping high-quality programs affordable. Our cancellation policy aligns with those offered by our national organization (AASA) while ensuring sustainable, high-quality programs.

- All cancellations must be mailed to our offices, faxed at 518.426.2229 or emailed to **melanie@nyscoss.org** (<mailto:melanie@nyscoss.org>). We regret we cannot accept telephone cancellations. Email is recommended to ensure confirmation of cancellation.
- Cancellation requests received four or more weeks prior to the event will be subject to a \$100 cancellation fee.
- Cancellation requests received less than four weeks prior are not eligible for a refund. However, substitution or name changes will be honored for those wishing to be replaced by another representative from their school district.
- It will take a minimum of six weeks to receive a refund.

Registration Confirmation

All attendee event confirmations are sent via e-mail directly from The Council's and LEAF's confirmation system to each e-mail address provided. This e-mail confirmation is separate from the

Accessibility

The Council and LEAF, Inc., is committed to providing experiences and environments that are welcoming, inviting, and user-friendly for all attendees where barriers of any type do not exclude

hotel acknowledgement. If you do not receive your confirmation e-mail within 24 hours after registering, please contact Melanie Seiden at melanie@nyscoss.org (mailto:melanie@nyscoss.org) or 518.694.4877.

Your e-mail confirmation includes the **Connection Housing hotel registration link**. Only registered participants will receive this link.

Registration for Presenters

We appreciate those educational leaders who are presenting an Ignite Keynote or education session and those Strategic Partners who will be presenting an education session. Those who are selected to present must be a paid Summit attendee either individually or through an exhibit booth contract.

people from attending or participating. We recognize that some individuals may require specific accommodations to ensure their full and equal participation in our 2024 Fall Leadership Summit.

Please contact us at 518.449.1063 should you need assistance.

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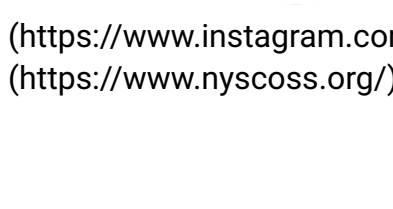
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INSTRUCTION CONTRACT

2024-2025 School Year

SA-10 (6/24)

School District Name: East Moriches Union Free School District
(District receiving instruction services to be entered above – party of the first part).

District Code: 580234 County: Suffolk

Number of Teachers Employed in the Home School: _____

***THIS AGREEMENT** made this 1st day of July 2024, between East Moriches UFSD School District, County of Suffolk, New York, party of the first part, and Westhampton Beach UFSD School District, County of Suffolk, New York, party of the second part.*

Witnesseth, That whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 9 - 12 residing in the school district of the party of the first part shall be entitled to be taught in the school district of the party of the second part during the school year commencing July 1, 2024, pursuant to the applicable provisions of the Education Law.*

Now, Therefore the party of the first part hereby agrees to pay to the party of the second part tuition in accordance with the provisions of the Education Law for receiving into and teaching in the public school in his/her school district during the term of this contract all, or part, of the children of school age residing in the school district of the said party of the first part; payment to be made as follows as per 100% of the Seneca Falls formula; and the said party of the second part hereby agrees that in consideration of the payment of such sums as hereinbefore provided, all children covered under this contract shall be admitted into the public school in the school district of the party of the second part, and be taught therein during the term of such contract; and such children shall be entitled to, and shall receive like and equal instruction to that imparted to the children of like ages, grades and departments and shall be accorded all the rights and privileges enjoyed by the resident children of the school district of the party of the second part in attendance at the school therein.

* Education Law, Sections 2040 through 2045.

To be executed in triplicate and forwarded to (district) superintendent

It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by the superintendent of schools and the Commissioner of Education.

In witness whereof, the parties have set their hands the day and year above written

East Moriches UFSD
9 Adelaide Avenue
East Moriches, NY 11940

(Trustee or President of Board of Education) (party of the First Part)¹

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

(Trustee or President of Board of Education) (party of the Second Part)¹

(Post Office Address)

¹Signatures required as follows:

- For Board of Education, President
- For Three Trustee Districts, Chairman
- For Sole Trustee Districts, Trustee only

APPROVAL OF SUPERINTENDENT

I have examined the above contract and find the same to be in compliance with the applicable provisions of Education Law.* I therefore approve the same.

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

Note: All blanks must be completely filled in. The contracts, when executed, should be delivered to the (district) superintendent of the supervisory district in which the school district is located. Such (district) superintendent shall forward such contracts to the Department, with his/her approval endorsed thereon. Instruction contracts should be filed with the State Aid Office, not later than 60 days after the service begins.



INSTRUCTION CONTRACT

2024-2025 School Year
2025-2026 School Year
2026-2027 School Year
2027-2028 School Year
2028-2029 School Year

SA-10 (6/24)

School District Name: East Quogue Union Free School District
(District receiving instruction services to be entered above – party of the first part).

District Code: 58091702 County: Suffolk

Number of Teachers Employed in the Home School: _____

THIS AGREEMENT made this 1st day of July 2024, between East Quogue UFSD School District, County of Suffolk, New York, party of the first part, and Westhampton Beach UFSD School District, County of Suffolk, New York, party of the second part.

Witnesseth, That whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 7-12 residing in the school district of the party of the first part shall be entitled to be taught in the school district of the party of the second part during the school year commencing July 1, 2024 through June 30, 2029, pursuant to the applicable provisions of the Education Law.*

Now, Therefore the party of the first part hereby agrees to pay to the party of the second part tuition in accordance with the provisions of the Education Law for receiving into and teaching in the public school in his/her school district during the term of this contract all, or part, of the children of school age residing in the school district of the said party of the first part; payment to be made as follows as per 100% of the Seneca Falls formula less \$500 for full-time students and 100% of Seneca Falls formula less \$250.00 for part-time students (the aforementioned discount to the full Seneca Falls formula contingent upon the party of the first part sending 100% of its eligible academic pupils in grades 7-12 to the school district of the party of the second part; and the said party of the second part hereby agrees that in consideration of the payment of such sums as hereinbefore provided, all children covered under this contract shall be admitted into the public school in the school district of the party of the second part, and be taught therein during the term of such contract; and such children shall be entitled to, and shall receive like and equal instruction to that imparted to the children of like ages, grades and departments and shall be accorded all the rights and privileges enjoyed by the resident children of the school district of the party of the second part in attendance at the school therein.

* Education Law, Sections 2040 through 2045.

To be executed in triplicate and forwarded to (district) superintendent

It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by the superintendent of schools and the Commissioner of Education.

In witness whereof, the parties have set their hands the day and year above written

East Quogue UFSD
6 Central Avenue
East Quogue, NY 11942

(Trustee or President of Board of Education) (party of the First Part)¹

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

(Trustee or President of Board of Education) (party of the Second Part)¹

(Post Office Address)

¹Signatures required as follows:

- For Board of Education, President
- For Three Trustee Districts, Chairman
- For Sole Trustee Districts, Trustee only

APPROVAL OF SUPERINTENDENT

I have examined the above contract and find the same to be in compliance with the applicable provisions of Education Law.* I therefore approve the same.

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

Note: All blanks must be completely filled in. The contracts, when executed, should be delivered to the (district) superintendent of the supervisory district in which the school district is located. Such (district) superintendent shall forward such contracts to the Department, with his/her approval endorsed thereon. Instruction contracts should be filed with the State Aid Office, not later than 60 days after the service begins.



INSTRUCTION CONTRACT

2024-2025 School Year

SA-10 (6/24)

School District Name: Remsenburg-Speonk Union Free School District
(District receiving instruction services to be entered above – party of the first part).

District Code: 580901 County: Suffolk

Number of Teachers Employed in the Home School: _____

***THIS AGREEMENT** made this 1st day of July 2024, between Remsenburg-Speonk UFSD School District, County of Suffolk, New York, party of the first part, and Westhampton Beach UFSD School District, County of Suffolk, New York, party of the second part.*

Witnesseth, That whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 7 - 12 residing in the school district of the party of the first part shall be entitled to be taught in the school district of the party of the second part during the school year commencing July 1, 2024, pursuant to the applicable provisions of the Education Law.*

Now, Therefore the party of the first part hereby agrees to pay to the party of the second part tuition in accordance with the provisions of the Education Law for receiving into and teaching in the public school in his/her school district during the term of this contract all, or part, of the children of school age residing in the school district of the said party of the first part; payment to be made as follows as per 100% of the Seneca Falls formula; and the said party of the second part hereby agrees that in consideration of the payment of such sums as hereinbefore provided, all children covered under this contract shall be admitted into the public school in the school district of the party of the second part, and be taught therein during the term of such contract; and such children shall be entitled to, and shall receive like and equal instruction to that imparted to the children of like ages, grades and departments and shall be accorded all the rights and privileges enjoyed by the resident children of the school district of the party of the second part in attendance at the school therein.

* Education Law, Sections 2040 through 2045.

To be executed in triplicate and forwarded to (district) superintendent

It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by the superintendent of schools and the Commissioner of Education.

In witness whereof, the parties have set their hands the day and year above written

Remsenburg-Speonk UFSD
P.O. Box 900
Remsenburg, NY 11960

(Trustee or President of Board of Education) (party of the First Part)¹

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

(Trustee or President of Board of Education) (party of the Second Part)¹

(Post Office Address)

¹Signatures required as follows:

- For Board of Education, President
- For Three Trustee Districts, Chairman
- For Sole Trustee Districts, Trustee only

APPROVAL OF SUPERINTENDENT

I have examined the above contract and find the same to be in compliance with the applicable provisions of Education Law.* I therefore approve the same.

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

Note: All blanks must be completely filled in. The contracts, when executed, should be delivered to the (district) superintendent of the supervisory district in which the school district is located. Such (district) superintendent shall forward such contracts to the Department, with his/her approval endorsed thereon. Instruction contracts should be filed with the State Aid Office, not later than 60 days after the service begins.

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

Consultant Services Contract

This Agreement is entered into this _____ 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 Julie's Storybook Nursery (hereinafter the "CONSULTANT"), having a principal mailing address of 145 Montauk Highway #A, Westhampton, NY 11977.

A. TERM

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2025, 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) The Contractor/Consultant shall provide Full-Day (5 Hour) Universal Pre-Kindergarten Program for eligible students.
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: \$534.93 per child per month.

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.

Julie's Storybook Nursery

By: Andrea DiPondomenico

Print Name: Andrea DiPondomenico

Title: owner

Date: 6/11/20

Westhampton Beach UFSD

By: _____

Print Name: _____

Title: _____

Date: _____

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
JULIE'S STORYBOOK NURSERY**

Supplemental Agreement dated this ___ day of June, 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Julie's Storybook Nursery (the "Contractor") located at 145 Montauk Highway #A, Westhampton, NY 11977.

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.

c. 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 expressed 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.

JULIE'S STORYBOOK NURSERY

WESTHAMPTON BEACH UFSD

By: Andrea DiPierdomenico

By: _____

Print Name: Andrea DiPierdomenico

Print Name: _____

Title: owner

Title: _____

Date: 6/14/24

Date: _____

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

Consultant Services Contract

This Agreement is entered into this 7 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 Love of Learning Children's Center LLC (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 1334, Quogue, NY 11959

A. TERM

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2025, 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) The Contractor/Consultant shall provide Full-Day (5 Hour) Universal Pre-Kindergarten Program for eligible students.
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: \$534.93 per child per month.

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.

Love of Learning Children's Center LLC

Westhampton Beach UFSD

By: 

By: _____

Print Name: Holly Deghan

Print Name: _____

Title: Director

Title: _____

Date: June 7, 2024

Date: _____

Initials 

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
LOVE OF LEARNING CHILDREN'S CENTER LLC**

Supplemental Agreement dated this ___ day of June, 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Love of Learning Children's Center LLC (the "Contractor") located at 7 Midhampton Avenue, Quogue, NY 11959.

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 expressed 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.

LOVE OF LEARNING CHILDREN'S
CENTER LLC

WESTHAMPTON BEACH UFSD

By: Holly Degan

By: _____

Print Name: Holly Degan

Print Name: _____

Title: Director

Title: _____

Date: 6/12/24

Date: _____

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Consultant Services Contract

This Agreement is entered into this 17th 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 Serene Services Inc., dba Serene Home Nursing Agency (hereinafter the "CONSULTANT"), having a principal mailing address of 42 Academy Street, Patchogue, NY 11772.

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
N/A \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles. Not in the scope of Agency Services. (KM)
- 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. Agency school nurses carry malpractice insurance with minimum limits of \$1 million/\$3 million. Proof to be provided upon request for each nurse assigned to work with a Westhampton Beach UFSD student. (KM)
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.

Sarene Services Inc.
dba Serene Home Nursing Agency
42 Academy Street
Patchogue, NY 11772

WESTHAMPTON BEACH UFSD

By: Kristi Manolis

By: _____

Print Name: Kristi Manolis

Print Name: Suzanne Mensch

Title: COO

Title: President, Board of Education

Date: 6/11/2024

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Sarene Services Inc., dba Serene Home Nursing Agency

Supplemental Agreement dated this 17th day of June , 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Sarene Services, Inc. dba Serene Home Nursing Agency** (the "Contractor") located at 42 Academy Street, Patchogue, NY 11772.

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

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

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

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

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

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

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

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

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

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

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

The list may also be obtained by writing to:

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

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

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

OR

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

Email: CPO@mail.nysed.gov

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Sarene Services Inc.
dba Serene Home Nursing Agency
42 Academy Street
Patchogue, NY 11772

WESTHAMPTON BEACH UFSD

By: Kristi Manolias

By: _____

Print Name: Kristi Manolias

Print Name: Suzanne Mensch

Title: COO

Title: President, Board of Education

Date: 6/11/2024

Date: _____

Serene Home Nursing Agency

42 Academy Street
 Patchogue, NY 11772
 (631) 696-9669 x 135 - Office
 (631) 366-8313 - Fax

APPENDIX A

Westhampton Beach Union Free School District 2024-2025

Service Rates

RN Assessment	\$190 per visit
RN School Nurse (up to 2 hours)	\$190.00
RN School Nurse (over 2 hours)	\$91.00 per additional hour rounded up to next hour
RN Private Duty Nurse (up to 2 hours)	\$190.00
RN Private Duty Nurse (over 2 hours)	\$93.00 per additional hour rounded up to next hour
Nurse to accompany student to and from school on bus	\$196.00 up to 2 hours per trip
Nurse to accompany student to and from school on bus	\$101.00 per additional hour per trip
LPN Private Duty Nurse (up to 2 hours)	\$181.00
LPN Private Duty Nurse (over 2 hours)	\$76.00 per additional hour rounded up to next hour
Physical Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Physical Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Occupational Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Occupational Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Speech Therapy visit up to 1 hour	\$197.00 (up to 1 hour)
Speech Therapy visit (over 1 hour)	\$122.00 per additional hour rounded up to next hour
Aide Services (up to 6 hours)	\$222.00
Aide Services- per additional hour (over 6-hour base day)	\$37.00 per additional hour rounded up to next hour
CNA (up to 6 hours)	\$234.00
CNA per additional hour (over 6-hour base day)	\$39.00 per additional hour rounded up to next hour

*Please note, the above rates are courtesy discounted rates from our published rates. For billing purposes, any services provided for less than a full hour will be rounded up to a full billable hour.

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

Consultant Services Contract

This Agreement is entered into this _____ 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 St. Mark's Bright Beginnings Pre-School (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 887, Westhampton Beach, NY 11978.

A. TERM

1. The term of this Agreement shall be from September 1, 2024 through June 30, 2025, 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) The Contractor/Consultant shall provide Full-Day (5 Hour) Universal Pre-Kindergarten Program for eligible students.
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: \$534.93 per child per month.

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.

 RI

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.

St. Mark's Bright Beginnings Pre-School

Westhampton Beach UFSD

By: Resata

By: _____

Print Name: Resana Davis

Print Name: _____

Title: Director

Title: _____

Date: 6/4/2004

Date: _____

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
St. Mark's Bright Beginnings Pre-School**

Supplemental Agreement dated this ___ day of June, 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and St. Mark's Bright Beginnings Pre-School (the "Contractor") located at 40 Main Street, Westhampton Beach, NY 11978.

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,

Initials 

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 expressed 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.

**ST. MARK'S BRIGHT BEGINNINGS
PRE-SCHOOL**

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Rosanna Davis

Print Name: _____

Title: Director

Title: _____

Date: 01/11/24

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 14, 2024

Re: Reaffirming Reserves

As our external auditors have advised, the Board of Education should reaffirm Westhampton Beach UFSD's reserves as prescribed under General Municipal Law. Reserves currently booked on the district's accounts as of June 30, 2023 are as follows:

Reserve for Workers Compensation	\$1,026,039.48
Reserve for Unemployment Insurance	\$ 408,922.49
Reserve for Employee Benefits & Accrued Liabilities	\$3,326,516.87
Reserve for Retirement Contribution (ERS)	\$2,234,159.10

In order to reaffirm the above mentioned reserves, I respectfully request that the Board approve the following resolutions:

RESOLVED, the Board of Education hereby reaffirms the authorization for the following reserve accounts as prescribed under General Municipal Law, Workers Compensation Reserve, Unemployment Insurance Reserve, Employee Benefits & Accrued Liabilities Reserve, and Employee Retirement Contribution Reserve.

BE IT FURTHER RESOLVED, the Board of Education authorizes the increased funding of these reserves for the fiscal year ended June 30, 2024 not to exceed \$2,500,000. Final amounts to be placed in each reserve will be determined on or before the setting of the tax levy.

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

Requestor: MaryAnn Milton

Date of Request: 06-11-2024

Budget Code to Transfer TO:

Code Number: A-1420-400-00-05

Code Title: School Attorney Fees

Amount to Transfer: \$ 6,000.00

Budget Code to Transfer FROM:

Code Number: A9060-800-00-05

Code Title: Medical Insurance

Reason for Transfer:

Based on activity for Special Legal Services

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 Pao 6/11/2024
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
9060-800-00-05	Medical Insurance	7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41
Total GENERAL FUND		7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41

WESTHAMPTON BEACH UFSD

Vendor Transaction Report
Fiscal Year: 2024

Date	PO Number	Invoice Number	Check Number	Trans Group	Addr ID	Fund	G/L Acct	Budget Code/Subsidiary	Encumbrance	Liquidation	Expense
							Expense/Non-PO				
003283- ANNE LEAHEY											
07/20/2023	24-00387			000810	A	A		1420-400-00-05	35,000.00	0.00	0.00
08/10/2023	24-00387	STMT 07/31/23	143773	000380	A	A	522.00	1420-400-00-05	0.00	30,875.00	30,875.00
10/13/2023	24-00387			003573	A	A		1420-400-00-05	50,000.00	0.00	0.00
10/19/2023	24-00387	6822098	144430	001263	A	A	522.00	1420-400-00-05	0.00	2,655.40	2,655.40
10/19/2023	24-00387	AUGUST 2023	144430	001264	A	A	522.00	1420-400-00-05	0.00	29,425.00	29,425.00
10/19/2023	24-00387	SEPTEMBER 2023	144430	001263	A	A	522.00	1420-400-00-05	0.00	12,950.00	12,950.00
11/03/2023	24-00387			004065	A	A		1420-400-00-05	83,500.00	0.00	0.00
11/09/2023	24-00387	102023	144631	001574	A	A	522.00	1420-400-00-05	0.00	24,950.00	24,950.00
11/09/2023	24-00387	6880935	144631	001574	A	A	522.00	1420-400-00-05	0.00	1,039.00	1,039.00
11/09/2023	24-00387	6917438	144631	001574	A	A	522.00	1420-400-00-05	0.00	2,241.00	2,241.00
12/14/2023	24-00387	112023	144784	001841	A	A	522.00	1420-400-00-05	0.00	7,800.00	7,800.00
01/19/2024	24-00387	122023	145169	002407	A	A	522.00	1420-400-00-05	0.00	2,975.00	2,975.00
03/21/2024	24-00387	12024	145630	003051	A	A	522.00	1420-400-00-05	0.00	12,650.00	12,650.00
04/11/2024	24-00387	22024	145765	003215	A	A	522.00	1420-400-00-05	0.00	8,275.00	8,275.00
05/20/2024	24-00387	32024	145986	003548	A	A	522.00	1420-400-00-05	0.00	20,575.00	20,575.00
Total for ANNE LEAHEY									168,500.00	156,410.40	156,410.40

Selection Criteria

Output format:

Criteria Name: Last Run
Transaction types: All
Purchase order: 24-00387
Dates: All for this fiscal year
Sort: Date/PO/Budget Code
Printed by Maryann Milton

168,500.00
156,410.40
12,089.6000
0.00
0.00

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

Requestor: MaryAnn Milton

Date of Request: 06-12-2024

Budget Code to **Transfer TO:**

Code Number: A-1380-400-00-05

Code Title: Fiscal Agent Fees

Amount to Transfer: \$ 10,100.00

Budget Code to **Transfer FROM:**

Code Number: A9060-800-00-05

Code Title: Medical Insurance

Reason for Transfer:

BAN Borrowing Costs.

Back-up attached

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

Jacqueline Piro 6/13/2024
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 BAN Borrowing

BAN Borrowing Costs - \$21M - SALE - June 18th 2024

	Flat Rate	\$21 M per \$1,000	\$0.85 per \$1,000	Total Due
Hawkins	\$ 4,750	\$ 21,000	\$ 17,850	\$ 22,600

	Flat Rate	\$21 M per \$1,000	\$0.50 per \$1,000	Total Due
Munistat	\$ 4,500	\$ 21,000	\$ 10,500	\$ 15,000

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
1380-400-00-05	Fiscal Agent Fees	12,000.00	0.00	12,000.00	7,100.00	0.00	4,900.00
Total GENERAL FUND		12,000.00	0.00	12,000.00	7,100.00	0.00	4,900.00

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
9060-800-00-05	Medical Insurance	7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41
Total GENERAL FUND		7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41

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

Requestor: MaryAnn Milton

Date of Request: 06-12-2024

Budget Code to **Transfer TO:**

Code Number: A-1325-400-00-05

Code Title: Finance Attorney Fees

Amount to Transfer: \$ 22,325.00

Budget Code to **Transfer FROM:**

Code Number: A9060-800-00-05

Code Title: Medical Insurance

Reason for Transfer:
BAN Borrowing Costs.

Back-up attached

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

Jaqueline Piro 6/13/24
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
1325-400-00-05	Finance Attorney Fees	11,500.00	-1,500.00	10,000.00	9,725.00	0.00	275.00
Total GENERAL FUND		11,500.00	-1,500.00	10,000.00	9,725.00	0.00	275.00

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
9060-800-00-05	Medical Insurance	7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41
Total GENERAL FUND		7,898,554.00	-118,000.00	7,780,554.00	6,190,732.09	474,677.50	1,115,144.41

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro



Date: June 5, 2024

Re: Health and Welfare Service Agreement – South Huntington UFSD

I respectfully request the Board of Education approve the attached Health and Welfare Service Agreement for two Westhampton Beach district residents attending non-public schools in the South Huntington UFSD. The district is responsible for the cost of health services provided by districts where the students are attending a non-public school.

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

HEALTH AND WELFARE SERVICE AGREEMENT

THIS AGREEMENT is entered into this first day of July 2023, by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, NY 11746, and the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978.

WITNESSETH

WHEREAS, South Huntington Union Free School District is authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having South Huntington UFSD provide health and welfare services for children residing in the Westhampton Beach UFSD and attending a non-public school located in the South Huntington Union Free School District,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in South Huntington UFSD,

WHEREAS, South Huntington UFSD has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from July 1, 2023 through June 30, 2024 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and State Education Department licensing requirements, if applicable. South Huntington Union Free School District further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including, Section 912 of the Education Law, and the student's IEP, if applicable. South Huntington UFSD shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. South Huntington Union Free School District understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local laws, rules and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. Vision and hearing screening examinations,
- c. The taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, Westhampton Beach UFSD agrees to pay South Huntington UFSD the sum of **\$888.05** per eligible pupil for the **2023-2024** school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, South Huntington UFSD shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, South Huntington UFSD shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. South Huntington UFSD shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the nonpublic school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either South Huntington UFSD's or SENDER's compliance with applicable Federal, State, or local laws, rules or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential

information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule or regulation, including but not limited to Family Educational Rights and Privacy Act ("FERPA").

13. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
14. 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:

PROVIDER: Superintendent of Schools
South Huntington Union Free School
60 Weston Street, Huntington Station
New York, 11746

SENDER: Superintendent of Schools
Westhampton Beach UFSD
340 Mill Road, Westhampton Beach
NY, 11978

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. 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.
17. 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.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. 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 in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of 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 any such court.

19. 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.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of School for the Westhampton Beach UFSD

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

South Huntington Union Free School District

Westhampton Beach UFSD



• Vito M. D'Elia, Ed.D., Superintendent of Schools
South Huntington Union Free School District

Superintendent of Schools
Westhampton Beach UFSD



Nicholas R. Ciappetta, President
Board of Education

President, Board of Education

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 5, 2024

Re: Health and Welfare Service Agreement – Riverhead Central School District

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

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

**HEALTH AND WELFARE SERVICES
AGREEMENT**

This Agreement is entered into this _____ day of _____, 2024 by and between the Board of Education of the Westhampton Beach School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton, NY 11978 and the Board of Education of the Riverhead Central School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 814 Harrison Avenue, Riverhead, New York 11901.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. The term of this Agreement shall be from September 6, 2023 to June 30, 2024. This contract will cover the 2023-2024 school year.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.

4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching or special education services.

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$1,153.06 per eligible pupil for the 2023-2024 school year.

6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.

7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.

9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.

10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement in accordance with the record retention requirements for such materials and records.

11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.

14. 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:

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

PROVIDER: Ms. Cheryl Pedisich
Interim Superintendent of Schools
814 Harrison Avenue
Riverhead, NY 11901

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

16. 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.

17. 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.

18. 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

19. 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.

20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.

It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the Westhampton Beach School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

SIGNED:

Westhampton Beach School District

President, Board of Education

Dated: _____

Superintendent of Schools

Dated: _____

Riverhead Central School District

President, Board of Education

Dated: 5/10/24

Superintends

Dated: 5/10/2024

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 10, 2024

Re: OMNI & TSACG Services Agreement 2024-2025 School Year

Attached for Board of Education approval is a Services Agreement Reinstatement for continuation of 403(b)/457(b) administration services by U.S. Omni & TSACG Compliance Services, Inc. There is no increase from 2023/2024. I am recommending the Board approve the agreement.

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



Services Agreement Reinstatement

Name of Employer: Westhampton Beach Union Free School District

The Services Agreement for the fiscal year Jul 1, 2023 – Jun 30, 2024, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2024 - Jun 30, 2025, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2024, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/2024.

FEE SCHEDULE FOR 2024-2025 YEAR

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	199	\$ 36.00	\$7,164.00
<u>457(b) Accounts</u>	12	\$ 36.00	\$ 432.00
Total 2024-2025			\$7,596.00

**Includes 403(b) ROTH Accounts*

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

Please contact the Finance Department at accounting@omni403b.com and Wendy DeNoto wdenoto@omni403b.com with any questions.

US Omni & TSACG Compliance Services, Inc

Westhampton Beach Union Free School District



Brad Hope, Managing Partner

Printed Name, Title

Printed Name, Title

Date June 4, 2024

Date _____

NY-193

SCHOOL SERVICE AGREEMENT

This AGREEMENT, made this 1st day of July, 2024 by and between Westhampton Beach Union Free School District, party of the first part, and NYSARC, Inc., Suffolk Chapter, party of the second part, and having its principle place of business for the purpose of this AGREEMENT at 2900 Veterans Memorial Highway, Bohemia, New York 11716-1193.

WITNESSETH

The School Board is authorized by law, under section 4408 for the period 7/1/24 - 8/31/24 and under Section 4402-2B for the period 9/1/24 - 6/30/25 to contract with institutions within the State of New York for instruction of students with disabilities in those situations where the Board is unable to provide for the education of students with disabilities in special classes in the public schools, and

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

NOW, THEREFORE, the parties mutually agree as follows:

FIRST: As used herein, "School" means the NYSARC, Inc., Suffolk Chapter, located in Suffolk County, providing educational services to students with disabilities. "Board" means the Board of Education of Westhampton Beach Union Free School District or its designated representative. "School Year" means a 2 month program dated 7/1/24 - 8/31/24 and a 10 month program dated 9/1/24 - 6/30/25 and according to the School's calendar.

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

SCHOOL SERVICE AGREEMENT

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

THIRD: For the services to be rendered by the School to the Board under the terms of this AGREEMENT, the Board will pay the School the latest tuition rate approved by the State Education Department, Bureau of Special Program Review, for the education of each student for the 2 month program and the 10 month program of the 2024/2025 School Term. The School estimates that this rate for the 2 month program will be not less than the certified rate of \$8,879 and the rate for the 10 month program will be no less than certified rate of \$53,275. The total contract shall not exceed the approved rate x the number of students.

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

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

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

SCHOOL SERVICE AGREEMENT

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

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

NINTH: This AGREEMENT shall take effect as of July 1, 2024 and terminate on June 30, 2025.

TENTH: The students for whom the School shall provide educational services for the 2024/2025 Term, and for whom all conditions of this AGREEMENT shall apply are as follows:

Last Name	First Name	Address	Date of Birth	2 Month Program	10 Month Program
[REDACTED]				yes	yes

SCHOOL SERVICE AGREEMENT

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

BOARD OF EDUCATION OF:

BY: _____ TITLE: _____

NYSARC, Inc. - Suffolk Chapter

BY:  _____ TITLE: Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

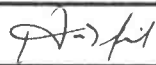
PRODUCER IRWIN SIEGEL AGENCY PO BOX 309 ROCK HILL, NY 12775		CONTACT NAME: PHONE (A/C, No Ext): 800-622-8272 x 8056 FAX (A/C No): 845-796-3661 E-MAIL ADDRESS:	
INSURED NYSARC INC. SUFFOLK CHAPTER 2900 VETERANS MEMORIAL HIGHWAY BOHEMIA, NY 11716-1022		INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Berkshire Hathaway Specialty Ins. Co. 22276 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBF WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Employee Benefits Liability	X		47SPK14833809	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 25,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> 1000 comp <input checked="" type="checkbox"/> 1000 coll	X		47RWS14833909	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		47SUM14834009	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE						\$ 5,000,000	
							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT WITH RESPECTS TO SERVICES PROVIDED BY THE NAMED INSURED.

CERTIFICATE HOLDER WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT 340 MILL ROAD WESTHAMPTON BEACH, NY 11978	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Client#: 10630

NYSAINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Edgewood Partners Ins. Center, 40 Marcus Drive, 3rd Floor, Melville, NY 11747. CONTACT NAME: Commerical Support, PHONE: 631 390-9700, FAX: 631 390-9790, E-MAIL ADDRESS: NEcertificates@epicbrokers.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Technology Insurance Company, Inc. NAIC #: 42376.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Certificate holder: Westhampton Beach Union Free School District, 340 Mill Road, Westhampton Beach, NY 11978. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative: Leonard Sciscia.

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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

<p>1a. Legal Name and address of Insured (Use street address only) NYSARC, Inc 2900 Veterans Memorial Highway Bohemia, NY 11716</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 631-585-0100</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 111845294</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Westhampton Beach Union Free School District 340 Mill Road Westhampton Beach, NY 11978</p>	<p>3a. Name of Insurance Carrier Technology Insurance Company, Inc.</p> <p>3b. Policy Number of entity listed in box "1a": TWC4363770</p> <p>3c. Policy effective period: 1/1/2024 to 1/1/2025</p> <p>3d. The Proprietor, Partners or Executive Officers are:</p> <p><input checked="" type="checkbox"/> included (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By:  1/4/2024
 (Signature) (Date)
 Title: Senior Vice President

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NYSARC, Inc. Suffolk Chapter</p> <p>2 Business name/disregarded entity name, if different from above AHRC Suffolk</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 2900 Veterans Memorial Highway</p> <p>6 City, state, and ZIP code Bohemia, NY 11716</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional) Westhampton Beach Union Free School District 340 Mill Road Westhampton Beach, NY 11978</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	1	-	1	8	4	5	2	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/9/24</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2022-23SchoolAgeInterimTuitionRates

MINEOLA UFSD	280410030000	9000	\$6,090	\$0
MINEOLA UFSD	280410030000	9010	\$5,353	\$0
MONROE-WOODBURY CSD	441201060000	9000	\$4,212	\$0
MT PLEASANT CSD	660801060000	9010	\$6,092	\$0
MT PLEASANT-COTTAGE UFSD	660804020000	9000	\$11,399	\$69,533
MT VERNON School District	660900010000	9000	\$2,375	\$0
NAPLES CSD	431201040000	9010	\$2,900	\$0
NASSAU/SUFFOLK SVCS-AUTISTIC	580410999391	9000	\$13,649	\$81,891
NEW DIRECTIONS	400400996525	9000	\$7,717	\$46,302
NEW HYDE PARK-GARDEN CITY PARK UFSD	280405020000	9000	\$5,701	\$0
NEW HYDE PARK-GARDEN CITY PARK UFSD	280405020000	9010	\$4,418	\$0
NEW ROCHELLE CITY SD	661100010000	9000	\$3,120	\$0
NEWARK CSD	650101060000	9000	\$466	\$0
NEWARK CSD	650101060000	9010	\$1,764	\$0
NEWBURGH CITY SD	441600010000	9012	\$3,133	\$0
NIAGARA-WHEATFIELD CSD	400701060000	9010	\$1,826	\$0
NISKAYUNA CSD	530301060000	9000	\$4,528	\$0
NISKAYUNA CSD	530301060000	9010	\$3,324	\$0
NORMAN HOWARD SCHOOL	261701998567	9000	\$0	\$47,536
NORTH BABYLON UFSD	580103030000	9000	\$3,225	\$0
NORTH BABYLON UFSD	580103030000	9010	\$5,015	\$0
NORTH BELLMORE UFSD	280204020000	9000	\$4,006	\$0
NORTH COLONIE CSD	010623060000	9000	\$3,768	\$0
NORTH COLONIE CSD	010623060000	9010	\$3,336	\$0
NORTH MERRICK UFSD	280229020000	9010	\$2,786	\$0
NORTH SHORE CSD	280501060000	9010	\$5,287	\$0
NORTHEAST CSD	131101040000	9010	\$1,720	\$0
NORTHPORT-EAST NORTHPORT UFSD	580404030000	9000	\$4,994	\$0
NORTHPORT-EAST NORTHPORT UFSD	580404030000	9010	\$3,919	\$0
NORTHSIDE CTR DAY SCHOOL	310400996547	9000	\$9,909	\$59,452
NYACK UFSD	500304030000	9010	\$5,381	\$0
NYS ARC, INC.-SUFFOLK CHAPTER-SAUL &	580507999853	9000	\$8,879	\$53,275
NYSARC INC SULLIVAN-ORANGE COUNTIES	441600996478	9000	\$7,834	\$47,005
OAK HILL SCHOOL	520101997785	9000	\$6,793	\$40,753
OCEANSIDE UFSD	280211030000	9000	\$4,395	\$0
ONEONTA CITY SD	471400010000	9000	\$2,063	\$0
ONEONTA CITY SD	471400010000	9010	\$2,316	\$0
ORCHARD PARK CSD	142301060000	9000	\$3,109	\$0
ORCHARD PARK CSD	142301060000	9050	\$4,321	\$0
ORCHARD SCHOOL-ANDRUS CHILD HOME	662300998061	9000	\$11,554	\$69,323
OSSINING UFSD	661401030000	9000	\$5,081	\$0
OSWEGO CITY SD	461300010000	9010	\$2,305	\$0
PALMYRA-MACEDON CSD	650901060000	9010	\$2,858	\$0
PARKSIDE SCHOOL (THE)	310300999133	9000	\$9,123	\$54,734
Parsons Child and Family Center	010100996557	9002	\$7,429	\$44,576
PATCHOGUE-MEDFORD UFSD	580224030000	9010	\$4,626	\$0
PATHFINDER VILLAGE SCHOOL	470501997072	9000	\$10,213	\$61,277
PAWLING CSD	131201040000	9010	\$2,200	\$0
PEEKSKILL CITY SD	661500010000	9010	\$5,232	\$0
PELHAM UFSD	661601030000	9010	\$6,092	\$0
PENFIELD CSD	261201060000	9010	\$3,056	\$0
PENN YAN CSD	680601060000	9010	\$2,515	\$0

AHRC Suffolk - Children's Services
45 Crossways East Road, Bohemia, NY 11716
Phone: 631-218-4949 Fax: 631-567-3640
2024 - 2025 School Calendar

Summer Session:
 July 1, 2024 - August 9, 2024

School Year:
 September 4, 2024 - June 27, 2025

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 1: School Begins for Students & Staff
 July 4: Independence Day (Closed)

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 9: Last Day of Summer Session
 August 12 - 30: School Closing

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September 2: Labor Day (Closed)
 September 3: Orientation Day (Staff Only)
 September 4: School Begins for Students

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 3 - 4: School Holiday (Closed)
 October 14: School Holiday (Closed)

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 11: School Holiday (Closed)
 November 28 - 29: Thanksgiving (Closed)

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 13: Conference Day (Staff Only)
 December 23: Recess (Closed)
 December 24 - 25: Christmas (Closed)
 December 26 - 31: Recess (School Closed)

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 1: New Year's Day (Closed)
 January 20: Martin Luther King Jr. Day (Closed)
 January 29: School Holiday (Closed)

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February 17 - 21: Winter Recess (School Closed)

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March 14: Staff Conference Day (Staff Only)

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April 14 - 21: Spring Recess (School Closed)

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 26: Memorial Day (Closed)

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June 19: School Holiday (Closed)
 June 27: Last Day of School for Students & Staff
 June 30: School Closing

If there are no school closings due to emergencies / inclement weather, school will be closed in the following order: **May 23, May 27, May 22, May 28**
 If there are more than four (4) school closings due to emergencies / inclement weather, school will be open in the following order: **April 14, April 15, April 16, April 17**
PLEASE SEE REVERSE SIDE FOR EMERGENCY CLOSING INFORMATION

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

Consultant Services Contract

This Agreement is entered into this 17th 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 Consulting That Makes A Difference, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 1070 Middle Country Road, Suite 7, Box 223, Selden, NY 11784.

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

Initials 

\$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

Initials 

above written.

Consulting That Makes A Difference, Inc.
1070 Middle Country Road, Suite 7, Box 223
Selden, NY 11784

By: 

Print Name: _____ Diane Ripple _____

Title: _____ President _____

Date: 6/5/24

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

Consulting That Makes A Difference, Inc.

Supplemental Agreement dated this 17th day of June , 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Consulting That Makes A Difference, Inc.** (the "Contractor") located at 1070 Middle Country Road, Suite 7, Box 223, Selden, NY 11784.

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.

Consulting That Makes A Difference, Inc.
1070 Middle Country Road, Suite 7, Box 223
Selden, NY 11784

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Diane Ripple


Print Name: Suzanne Mensch

Title: President

Title: President, Board of Education

Date: 6/5/24

Date: _____

Initials 

Rate Sheet for 2024-2025

In-Person Services

Service	Details	Fee
Coaching	Up to 3 hours	\$485
Coaching	3-6 hours	\$920
Workshop	Up to 1 hour	\$790
Workshop	1-3 hours	\$1380
Workshop	3-6 hours	\$2370

Virtual Services

Service	Details	Fee
Coaching	Up to 3 hours	\$435
Coaching	3-6 hours	\$840
Workshop	Up to 1 hour	\$535
Workshop	1-3 hours	\$1120
Workshop	3-6 hours	\$2140

Other Services

Service	Details	Fee
Attending Team Meeting	Hourly Rate (in-person or virtual)	\$170
Attending CSE Meeting	Hourly Rate (in-person or virtual)	\$170
Individual Student Consultation	Hourly Rate (in-person or virtual)	\$170
Home Services	Hourly Rate (in-person or virtual)	\$170
Program Evaluation	Hourly Rate (in-person or virtual)	\$170



DIANRIP-01

LAPJA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LPL Risk Mgt. Ltd
148-2 Remington Blvd.
Ronkonkoma, NY 11779

CONTACT NAME:
PHONE (A/C, No, Ext): (631) 676-7020 FAX (A/C, No.): (631) 676-7030
E-MAIL ADDRESS: info@lplrisk.com

INSURED

Diane Ripple DBA Consulting That Makes A Difference Inc.
1070 Middle Country Rd Ste7
Selden, NY 11784

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	PHILADELPHIA INDEMNITY CO.	18058
INSURER B :	Republic Franklin Ins. Co.	12475
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab <input checked="" type="checkbox"/> 1M Each Clm/ 2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK2565380	7/3/2023	7/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2565380	7/3/2023	7/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB867975	7/3/2023	7/3/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4681532	7/3/2023	7/3/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse/Molestation			PHPK2565380	7/3/2023	7/3/2024	Each Occurrence \$ 1,000,000
A	Abuse/Molestation			PHPK2565380	7/3/2023	7/3/2024	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as an additional insured as required by written contract or agreement as pertains to the insureds operations.

CERTIFICATE HOLDER

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John K. Long

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

Consultant Services Contract

This Agreement is entered into this 17th 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 Home Care Therapies, LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions (hereinafter the "CONSULTANT"), having a principal mailing address of 20 Jerusalem Avenue, 3rd Floor, 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. NO-HIRE

The DISTRICT agrees not to directly or indirectly hire or to use the services of any professional staff assigned to it by the CONTRACTOR within one (1) year after the last date of the professional staff's assignment. In the event the DISTRICT either: (i) employs any CONTRACTOR's staff on a permanent or temporary basis, (ii) uses any CONTRACTOR's staff services in a consulting or freelance capacity, or (iii) uses any CONTRACTOR's staff services through another staffing agency, the DISTRICT agrees to pay Horizon liquidated damages of the higher of: (1) CONTRACTOR's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate CONTRACTOR for the introduction fee associated with the referral.

In the event one of the CONTRACTOR's staff members is utilized more than an accumulated 1200 hours through CONTRACTOR, the CONTRACTOR will waive permanent placement fees if the DISTRICT chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by the DISTRICT: If the DISTRICT decides to hire a Horizon Staff person furnished by the CONTRACTOR, the DISTRICT agrees to pay:

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

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

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

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

H. SUCCESSORS AND ASSIGNS

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

I. 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.

J. 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.

K. 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.

L. 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.

*Home Care Therapies, LLC
dba Horizon Healthcare Staffing and
Horizon Staffing Solutions
20 Jerusalem Avenue, 3rd Floor
Hicksville, NY 11801*

WESTHAMPTON BEACH UFSD

By: *Tina Longo, ENT*

By: _____

Print Name: *TINA Longo, ENT*

Print Name: Suzanne Mensch

Title: *Director of Medical Services*

Title: President, Board of Education

Date: *5/30/24*

Date: _____

(Handwritten signature and date)

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Home Care Therapies, LLC

Supplemental Agreement dated this 17th day of June , 2024 between the Westhampton Beach UFSD (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Home Care Therapies, LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions (the "Contractor") located at 20 Jerusalem Avenue, 3rd Floor, 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.

*Home Care Therapies, LLC
dba Horizon Healthcare Staffing and
Horizon Staffing Solutions
20 Jerusalem Avenue, 3rd Floor
Hicksville, NY 11801*

WESTHAMPTON BEACH UFSD

By: *Tina Longo, CRT*

By: _____

Print Name: *Tina Longo*

Print Name: Suzanne Mensch

Title: *Director of Medical
Services, Contracting & Marketing*

Title: President, Board of Education

Date: *5/30/2024*

Date: _____

- APPENDIX A -

WESTHAMPTON BEACH UFSD
340 Mill Road
Westhampton Beach, NY 11978

*Please refer to
Attached rate
schedule*

PART II QUOTATION SHEET

Name of Provider: Home Care Therapies DBA Horizon Healthcare Staffing & Horizon Staffing Solutions
 Contact Name and Title: Tina Longo, CRT, Director
 Address: 20 Jerusalem Circle Hicksville, NY 11801
 Telephone #: (516) 326-2020 Fax #: (516) 719-7373
 Email Address: tlongo@hbstaff.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)
OT and PT	\$72/30min @ 1 site	\$72 per 1 group \$25 ea. Additional student
PTA and OTA	\$61/30min @ 1 site	\$61 per 1 group \$18 ea. Additional student
Speech Therapist	\$79/30 min @ 1 site	\$79 per 1 group \$25 each Add'l student
Speech Therapist BI-bilingual	\$86/30 min @ 1 site	\$86 per 1 group \$25 on Additional student
OT + PT one single student	At one site or home \$120/per 30 minutes	
SPEECH Therapist one single student	At one site or home \$120/per 30 minutes	

Evaluation Type	Monolingual per evaluation	Bilingual per evaluation
Speech Therapist		\$315 per eval.
Speech Therapist	\$273 per eval.	
OT	\$242 per eval	
PT	\$242 per eval	
Reports & Documentation	\$42 per half-hour	
*Mandates of more than 30-minutes are prorated		

Initials TL

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 - health off. / trips	\$ 82.95 / hr.
RN - 1:1 - skilled nurse	\$ 86.70 / hr
RN - 1:1 - enhanced services medically fragile	\$ 92.40 / hr
LPN - health off. / trips	\$ 63 / hr
LPN 1:1 - Skilled Nurse	\$ 74.50 / hr
LPN 1:1 - enhanced services medically fragile	\$ 77.50 / hr
CNA	\$ 38.00 / hr.
PARA professional	\$ 38.00 / hr.

* 4/hr minimum ADDITIONAL SERVICES * 12/hr cancellation or 50% charge for lost wages

Type of Related Service: RN overnight Trips Rate Information: \$86⁰⁰ per hr
ON-CALL - \$10 per hr.

Type of Related Service: RN TRANSPORTATION Rate Information: \$105⁰⁰ per 1.5 min.
(12) hr.

Type of Related Service: LPN TRANSPORTATION Rate Information: 94⁵⁰ per 1.5 min
hr.

Type of Related Service: CNA + PARA TRANS Rate Information: 58⁶⁵ per 2.0/hr. min

Type of Related Service: Teacher Assist (NYS CERT) Rate Information: 54⁰⁰ per hr

Type of Related Service: Teacher Aide Rate Information: \$44 per hr.

Type of Related Service: Social Worker Rate Information: \$73⁵⁰ per hr.

Type of Related Service: _____ Rate Information: _____ per _____

* 4/hr. minimum for all services
* 12/hr cancellation, otherwise
50% charge for lost wages
Initials PL



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for West Hampton Beach, East Quogue, and Quogue are valid through June 30, 2025. The rate schedule is subject to yearly rate increases and will be based on West Hampton Beach, East Quogue, and Quogue approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2024-2025

Registered Nurse (RN)	\$82.95 per hour	- Health Office / Trip
Registered Nurse (RN)	\$86.70 per hour	- 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$92.40 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$86.00 per hour	- Day Hours (7:30 am- 8:30 pm)
	\$10.00 per hour	- On-Call hours (8:30 pm-7:30 am)
Registered Nurse Visit (dispense meds)	\$150.00 per hour	
Licensed Practical Nurse (LPN)	\$63.00 per hour	- Health Office / Trip
Licensed Practical Nurse (LPN)	\$74.50 per hour	- 1:1 (Skilled Nursing Services)
Licensed Practical Nurse (LPN) Specialty	\$77.50 per hour	- 1:1 (enhanced nursing services for medically fragile special needs students) *
Certified Nursing Assistant (CNA)	\$38.00 per hour**	
Paraprofessional	\$38.00 per hour**	
Home Health Aide	\$36.75 per hour	
Student Transportation ONLY-RN	\$105.00 per hour	(1.5 hour minimum each way) ** & ***
Student Transportation ONLY- LPN	\$94.50 per hour	(1.5 hour minimum each way) ** & ***
Student Transportation ONLY- CNA/ PARA	\$58.65 per hour	(2.0 hour minimum each way) ** & ***
School Psychologist (Ph.D.)	\$160.00 per hour	
School Psychologist (MS)	\$136.00 per hour	
Social Worker	\$73.50 per hour	
BCBA – (BA)	\$95.00 per hour	
BCBA _ (MS)	\$132.00 per hour	
BCBA - (Ph.D.)	\$165.00 per hour	
Registered Behavioral Technician (RBT)	\$89.25 per hour	
ABA Evaluations	\$156	(1- hour minimum)
	.00 per hour	
Teacher's Assistant (certified)	\$54.60 per hour	
Teacher's Aide (non-certified)	\$46.20 per hour	



Horizon Group

- * Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.
- ** Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.
- *** This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.

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



Horizon Group

Related Educational Services – Session Rates

Occupational and Physical Therapist	\$72.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$72.00	per group of 1 in a thirty (30) minute group session. \$25 per each additional student.
	\$242.00	per evaluation
CSE Consultation/ Meetings for OT, PT, ST	\$63.00	per thirty (30) minute session* (billing will be prorated for longer sessions) *
PTA and COTA	\$61.00	per thirty (30) minute individual session at one site for two (2) or more students. *
	\$61.00	per group of 1 in a thirty (30) minute group session. \$18 per each additional student.
Speech Therapist	\$79.00	per thirty (30) minute individual session at one site for 2 or more students. *
	\$79.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student.
	\$273.00	per evaluation
Speech Therapist – Bi- Lingual	\$86.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$86.00	per group of 1 in a thirty (30) session. \$25 for each additional student.
	\$305.00	per evaluation
Prepare Reports/ Documentation	Billed at \$42 per half hour (prior school district authorization required)	

*Mandates of more than thirty (30) minutes will be prorated

- When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$120.00 per thirty (30) minute session.

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 11, 2024

Re: Driver Education Bid Extension 2024-2025



Attached please find a letter from All Suffolk Auto stating they will extend the current pricing agreement for the 2024-2025 school year. All Suffolk Auto was the lowest bidder when the contract, with an option for renewal, was bid for the 2023-2024 school year. I am recommending the Board of Education extend the current agreement for the 2024-2025 school year.

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

All Suffolk Auto School

20 Medford Avenue, Patchogue, NY, 11772
Phone (631) 289-1862
Fax (631) 654-8251
Anthony.Cairo@allsuffolkauto.com

June 11, 2024

Re: West Hampton High School Bid extension 2024 – 2025

To whom it may concern:

All Suffolk Auto School is willing to extend the driver's education bid for the next year July 2024
Thru July 2025. The per student price of \$510 per student will remain the same.

Sincerely,

Anthony Cairo

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 11, 2024

Re: Long Island School Nutrition Cooperative Bid 2024-2025



I am recommending the Board of Education approve the annual membership for participation in the Long Island School Nutrition Cooperative Bid. This membership allows the district to bid jointly on food service commodities, food and food service supplies, providing a significant savings.

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

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2024-2025 School Year
LICOOP Member Agreement**

- Participating districts must be a member in good standing of the Long Island School Nutrition Directors Association (LISNDA) and have a School Lunch Manager, or Director, operating their program.
- Districts must provide a signed LICOOP Member Agreement annually before September 1st.
- Districts must provide a signed LICOOP District Resolution annually before September 1st. The Resolution requires school board approval; granting the district permission to participate in the cooperative, and authority for the cooperative to recommend bid awards to the school board. The Resolution should be passed at the yearly reorganization meeting for school districts.
- Districts participating in the LICOOP must remit payment of \$2500 by September 1st to the LICOOP Treasurer. This fee includes administrative, meetings, website, attorney, and advertising costs.
- If the Agreement, Resolution or Annual Fee are not received by September 1st, the district will be unable to participate in the bid cycle for the next school year.
- There are two (2) **MANDATORY** meetings each year, which **must** be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the LICOOP Coordinator, they will be unable to participate in the bid cycle for the next school year.
- A member from each district **must** work on at least one bid team, or administrative position, to assist the LICOOP in meeting its goal of competitive and fair bidding. It is required that **all** members contribute by taking active roles in organizing, preparing, distributing, and analyzing bids, or any other tasks as necessary.
- It is the district's responsibility to actively participate in the bid process which includes, but is not limited to, bid development, item specifications, district volumes, vendor communication, collection of food labels, etc. All established timelines must be met. If timelines are not met, and participation is determined to be absent, the district forfeits bid participation for the remaining bid period and will be unable to participate in the bid cycle for the next school year. There may also be an additional fee up to \$2,000 assessed to cover the cost of completing tasks assigned and not done in a timely fashion. The fee will cover the cost of personnel and time to complete the original task.
- Districts must provide the names and email addresses of the Food Service Director and the Assistant Superintendent of their district. If the employees or email addresses change, the district must notify the Cooperative Coordinator and Secretary immediately.
- It is the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors if required.

Westhampton Beach UFSD

Name of School District		Naim Walcott nwalcott@whbschools.org		Jacqueline Pirro jpirro@whbschools.org	
Food Service Director - Email Address			Assistant Superintendent for Business - Email Address		
<i>Jacqueline Pirro</i>			<i>Jacqueline Pirro</i>		
Assistant Superintendent for Business - Name			Signature		Date
<i>Naim Walcott</i>			<i>[Signature]</i>		<i>6/11/24</i>
Food Service Director/School Lunch Manager - Name			Signature		Date
<i>Naim Walcott</i>			<i>[Signature]</i>		<i>6-11-24</i>

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2024-2025 School Year**

LICOOP District Resolution

WHEREAS, It is the plan of a number of public-school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2024-2025 school year.

WHEREAS, **Westhampton Beach UFSD**, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, **Westhampton Beach UFSD**, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION FOR **Westhampton Beach UFSD**, hereby appoints Long Island School Nutrition Directors Association Long Island Cooperative to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that **Westhampton Beach UFSD** Board of Education authorized the above-mentioned cooperative to represent it in all matters leading up to and entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that **Westhampton Beach UFSD** Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that **Westhampton Beach UFSD** Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

Westhampton Beach UFSD

Name of School District

President of the Board of Education - Name

Authorized Signature

Date

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent



Date: June 11, 2024

Re: Living Arts Aquarium Agreement

I respectfully request the Board of Education approve the attached agreement with Matt Parsons, Living Arts Aquarium, for the 2024-2025 school year. The rate is the same as last year and the High School Science Department is pleased with the service he provides.

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 10 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 **Matt Parsons, Owner Living Arts Aquarium** (hereinafter the "CONSULTANT"), having a principal mailing address of PO Box 654, East Quogue, NY 11942.

A. TERM

1. The term of this Agreement shall be from **July 1, 2024** through **June 30, 2025**, 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) Responsible for fixing all issues (equipment and plumbing) related to fish tanks in and around the wet lab. Prepare all aquarium systems for use by students; maintain all running systems.
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 **Flat rate of \$90 per hour of labor. Products that must be purchased through the contractor are charged at 15% over cost.**

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
\$100,000 Fire Damage
\$10,000 Medical Expense
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. 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.
 - d. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates are not acceptable.
2. The maintenance, repair or service provider shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party. The failure to obtain such insurance on behalf of the District constitutes a material breach of contract.

F. TERMINATION

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

Living Arts Aquarium

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Matthew Parsons

Print Name: _____

Title: Owner

Title: _____

Date: 6/10/24

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 12, 2024


Re: Food Service Equipment Repair Bid Extension 2024-2025

Attached please find a letter from F.V. Stern & Sons, Inc. stating they will extend their current pricing agreement for the 2024-2025 school year. The district has been very pleased with the services F.V. Stern & Sons, Inc. provides. I am recommending the Board of Education extend the current agreement for the 2024-2025 school year.

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

F.V. STERN & SONS, INC.

Commercial Kitchen Repairs
 Master Plumbers Lic.#33497MP
 P.O. Box 564 Yaphank, NY 11980
 Office (631) 924-5106 Fred's Cell (631) 897-0417
 James' Cell (631) 484-1448

CUSTOMER'S ORDER NO.		PHONE		DATE JUNE 1, 2024		
NAME		WESTHAPTON BEACH SCHOOL DIST				
ADDRESS		WESTHAPTON BEACH NY				
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
	FV STERN & SONS WITH NOT HAVE ANY INCREASES OUR RATES ARE SAME AS LAST YEAR 2024-2025 SCHOOL SEASON RATES SERVICE CALL WITH 1hr LABOR 150 ⁰⁰ ADD LABOR PER HR 75hr 25% markup on parts NO OVERTIME CHARGES FREDERICK V STERN President 					
RECEIVED BY					TAX	
					TOTAL	

All claims and returned goods MUST be accompanied by this bill.

13262

Thank You

**Westhampton Beach Union Free School District
Business Office**

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 14, 2024

Re: Financing the Leasing of Instructional Technology Equipment Bid

Bids from four vendors were opened on June 14, 2024 for Financing the Leasing of Instructional Technology Equipment.

I am recommending that the Board of Education accept the bid from Apple Financial Services with an interest rate of 0% financing.

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

Bid: Financing the Leasing of IT Equipment
Date: June 14, 2024

BID RESULTS

Vendor	Interest Rate
TEQ Lease	6.2%
KS State Bank	6.3%
First American Equipment Finance	5.467%
Apple Financial Services	0%



WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

340 MILL ROAD, WESTHAMPTON BEACH, NEW YORK 11978

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

William A. Fisher
Assistant Superintendent for Personnel and Instruction

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

TO: Carolyn J. Probst
FROM: William A. Fisher (WAF)
DATE: June 12, 2024
RE: Field Trip Request/Galapagos Islands, February 15-22, 2025

Attached is an overnight field trip request from Dianna Berry Gobler to take fifteen students who are in/have been in science research to the Galapagos Islands, February 15-22, 2025.

Please place on the Board of Education agenda for action.

WAF/lh



WESTHAMPTON BEACH PUBLIC SCHOOLS
REQUEST FOR FIELD TRIP
 Must be submitted 2 weeks prior to trip

From: Dianna Gobler Date of Application: 6/3/24

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

PURPOSE: Science Research Trip
 DESTINATION: Galapagos Islands
 DATE(S) OF EVENT: 2/15 - 2/22
 TIME OF DEPARTURE: TBD TIME OF RETURN: TBD
 SUBSTITUTE NEEDED: Yes No

Description and Number of Students Participating in Field Trip: _____
15 students who are in / have been in Sci Research

Form of Transportation needed: (indicate number of vehicles)
 Personal Car _____ Mini-Bus _____ Bus to airport

List Additional Chaperones:
Christie Larson _____

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

Registration/Admission Fee:	\$	<u>-</u>
If personal car: number of miles at .58 p/m		<u>-</u>
Tolls:		<u>-</u>
Meals:		<u>-</u>
NO EXTRA PAY	TOTAL	\$ <u>-</u>

APPROVAL ROUTE

<u></u>		
1- Building Principal/Date	2-Asst. Superintendent for Personnel & Instruction/Date	3-Business Official/Date

- cc: 1) Personnel Office 2) Business Office 3) Building Principal 4) Teacher 5) Transportation

*RECEIPTS will be necessary to receive reimbursement of expenses. To avoid payment of tax (not reimbursable) request tax forms from the Business Office.

FIELD TRIPS AND EXCURSIONS EXHIBIT

REQUEST FOR SCHOOL SPONSORED TRIP REQUIRING BOARD APPROVAL

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

1. Staff member(s) requesting the trip: Dianna Gobler

2. Destination, education purpose of trip, and value to the students: _____

Galapagos Islands, Ecuador
Students will explore terrestrial and marine ecosystems, learn about ecology and evolution.

3. Which students will participate:

a. Number of students approx. 15

b. Grade levels 11, 12

c. Group(s) preference given to Science Research students

d. Name (if known) _____

4. Method of Participant Selection: _____

Brief application + statement of interest.

5. Dates:

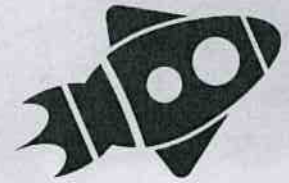
a. Specify day(s) and date(s) Feb 15 - Feb 22, 2025

b. Are these school days? no

6. Means of Transportation Bus / Airplane

Transportation Company Name: Montauk TBD, hopefully Arianca

Approximate length of traveling time (one way) 1 1/4 hr bus
6hr 20min plane



**SCIENCE TRAVEL
ADVENTURES**

GALAPAGOS ADVENTURE

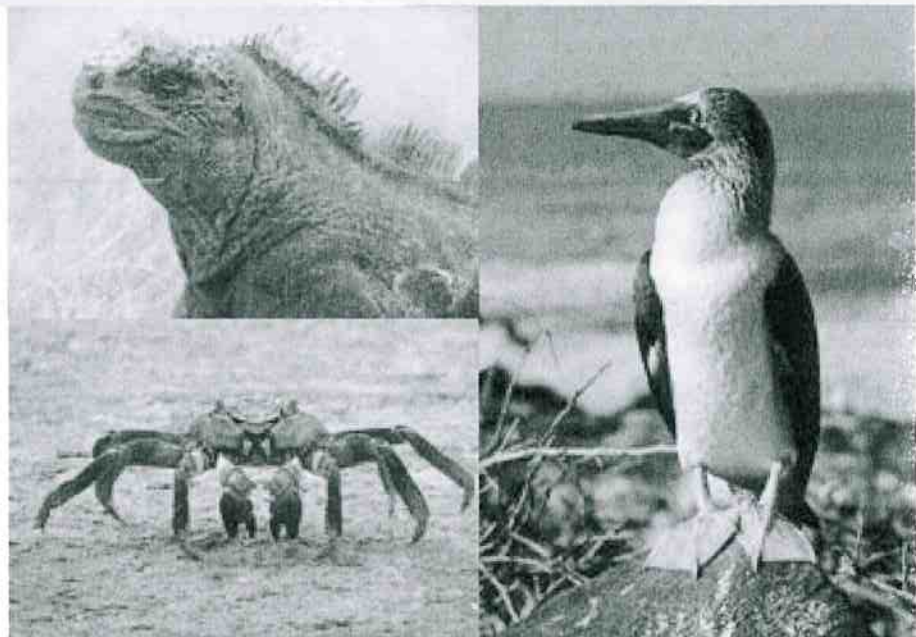
Dates:

**February 15, 2025 to
February 22, 2025**

****Possible overnight flight arriving on
February 23, 2025****

**Trip Cost (including flights
originating in NY):**

\$4000 per person



Price includes:

- In-country transportation provided by professional, insured operators
- Professional licensed local guides
- Accommodations
- In-country meals except those noted as “on your own”
- All park and activity fees
- **Meals on your own:**
- Towns in Galapagos are very walkable and have several types of restaurants.
- Prices tend to range from \$15 to \$25 for typical meals.
- Travel day meals are best purchased in the airport which has typical airport pricing.

Price does not include:

- Personal expenses
- Meals listed as “on your own”
- Optional Activities
- Travel insurance
- Gratuities
- Anything not expressly listed as included



**SCIENCE TRAVEL
ADVENTURES**



GALAPAGOS ISLANDS ADVENTURE

Day 1:

Flight to Quito and meet guide and driver at airport. Drive to Papallacta Hot Springs in the nearby mountains for lunch. Spend some time swimming in the hot spring pools. Check into your hotel. Dinner is on your own this day.

Day 2:

Early morning flight to Santa Cruz Island in the Galapagos. Visits to Twin Craters, lava tunnels and giant tortoise reserve. In the afternoon, head to the beach for some swimming and snorkeling practice.

Day 3:

Today is a half-day snorkel excursion. Swim with turtles and lots of fish. Maybe catch a glimpse of a marine iguana. In the afternoon visit the Charles Darwin Foundation and the Fausto Llerena Breeding center to learn about giant tortoise conservation efforts. Dinner is on your own this day.

Day 4:

Full day boat excursion to one of many uninhabited islands, based on daily conditions. We'll visit a few different places with outstanding snorkeling and beach swimming. We should see some spectacular marine wildlife on today's adventure. Dinner is on your own this day.

Day 5:

Boat transfer to San Cristobal Island. Hike a volcanic formation and visit a crater lagoon. Visit another giant tortoise reserve and see the difference between tortoise species on different islands. In the afternoon, spend some relaxing time at Puerto Chino beach.

Day 6:

Today we will be swimming and snorkeling at La Loberia. This beach is known for its sea lions. Swim and snorkel alongside the playful sea lions. We'll take a small hike to Tijeretas Mirador Trail and Cove. There will be a chance for more snorkeling and some free time at a calm beach. Dinner is on your own this day.

Day 7:

Day boat trip to Kicker Rock (León Dormido) for snorkeling and exploring. Another chance to see some amazing wildlife. Kicker Rock is a spectacular formation and a great final snorkel adventure.

Day 8:

Depart for home. Lunch and dinner are on your own this day.
(possible arrival early the following day based on flight schedules)



Lisa Menegio	NY Prentice Hall Biology	0-13-126051-0	Prentice Hall	2006	47	228	No longer used - online resources more current
Jeanne Lotito	Prentice Hall Biology - Miller / Levine	0-13-126-051-0	Prentice Hall	2006	42	227	These books are no longer used in this classroom. I am not sure if a teacher in a different room would be able to use them.
Jeanne Lotito	Biology The Study of Life	0-13-435086-3	Prentice Hall	1999	65	227	Outdated.
Jeanne Lotito	Biology - Campbell - Reece	0-8053-6566-4	Prentice Hall	5th Edition	6	227	Outdated.
Jeanne Lotito	Biology - Campbell - Reece	0-8053-0009-0	Prentice Hall	6th ed.	6	227	Outdated.
Jeanne Lotito	Living Environment - Activity Book - Softcover	978-937323-16-86	UPCO	2013	32	227	These books are no longer used in this classroom. I am not sure if a teacher in a different room would be able to use them. Also, they may be outdated.
Jeanne Lotito	Living Environment - Review Book - Softcover - Sma	978-937323-20-5	UPCO	2020	54	227	These books are no longer used in this classroom. I am not sure if a teacher in a different room would be able to use them.
Jeanne Lotito	Living Environment - Review Book - Softcover - Sma	0-937323-20-9	UPCO	2006	49	227	Outdated.
Debi Erickson	Biology the Study of Life	0-13-435086-3	Prentice Hall	1999	35	125	Out of date, have more recent books for reference
Frank Diehl	Chemistry The Central Science	0-13-050987-6	Prentice Hall	2000 (8th Ed)	59	229	
Frank Diehl	Chemistry	0-13-125-886-9	Pearson/Prentice Hall	2005	90	229	
Bufalo	Biology - Campbell - Reece		Prentice Hall	2007-	44	229A	Outdated
Bufalo	Chemistry The Central Science	0-13-050987-6	Prentice Hall	2000 (8th Ed)	17	229A	Outdated
Bufalo	NY Prentice Hall Biology	0-13-126051-0	Prentice Hall	2006	25	229A	Outdated

Westhampton Beach Union Free School District

GIFTS FROM THE PUBLIC

Name of individual or organization donating gift: Hampton Coffee Company

Address: 194 Mill Rd. Westhampton Beach, NY 11978

Contact Person: Jason Belkin

Business Phone: 631-288-4480 Home Phone: _____

Email Address: jason@hamptoncoffee.com

Donor's relation to the Westhampton Beach UFSD: BAB member

Please specify the exact nature of this gift and estimated value: Hampton Titney charter bus to bring 50 business students to the Jets Sports Business Day at MetLife Stadium on 10/22/24, value of \$2,100.00

Do you have a specific way you would like to see this gift used? Yes* No

If yes, how would you like to see this gift used? Field trip to Jets Sports Business Day

*If yes, and the school district cannot use this donation in the way you specify, do you want to be notified? Yes No

If you wish your name to remain confidential, meaning your name will not appear on the Board of Education Agenda when your gift is accepted, please check here: _____

Jason Belkin
Signature

5-23-2024
Date

To be completed by the school district

Signature indicates acceptance of the above gift:

President - Board of Education

Superintendent of Schools

Donation transferred into Budget Code #: _____