

TYPE: Reorganizational Meeting

DATE: 7/8/2024 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

CALL TO ORDER

1. Call to Order Info
2. Appointment of Temporary Chairperson for Reorganizational Meeting Action

PLEDGE OF ALLEGIANCE

1. Pledge of Allegiance Info

ORGANIZATION FOR SCHOOL YEAR

1. Organization for School Year 2024/25 Info
2. Oaths of Office administered to Newly Elected Board Members Info
3. Election of Board President & Oath of Office Action
4. Election of Board Vice President & Oath of Office Action
5. Chair of meeting taken by President Info

APPOINTMENTS

1. District Clerk & Oath of Office Action
2. District Treasurer Action
3. Deputy Treasurer Action
4. District Architect Action
5. School Physician Action
6. School Insurance Broker Action
7. Purchasing Agent Action
8. Alternate Purchasing Agent Action
9. Claims Auditor Action
10. HS Extra Classroom Activity Funds - Treasurer & Auditor Action
11. MS Extra Classroom Activity Funds - Treasurer & Auditor Action
12. ES Extra Classroom Activity Funds - Treasurer & Auditor Action
13. Health & Safety Officer Action
14. Prevailing Wage Officer Action
15. Asbestos Compliance officer Action
16. Public Access Officer Action
17. Records Management Clerk Action
18. Records Management Officer Action
19. Emergency Coordinator Action
20. Hearing Officer - Section 504 Action
21. Designated Education Official as per Project Save Legislation Action
22. Title II, Title VI & Title IX Compliance Officer Action
23. Financial Software Systems Administrators Action
24. Dignity for All Students (DASA) Coordinator Action

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| 25. | Data Protection Officer | Action |
| 26. | Legal Counsel | Action |
| 27. | Accounting Services | Action |
| 28. | Student Accident Insurance | Action |

ENABLING RESOLUTIONS

- | | | |
|-----|---|--------|
| 1. | Adoption of 2024-25 Board Meeting Dates | Action |
| 2. | Designation of Official Newspapers | Action |
| 3. | Designation of Signatory for Federal Funds | Action |
| 4. | Designation of Signatory for State Reports | Action |
| 5. | Authority to certify payrolls | Action |
| 6. | Bonding of District Treasurer & Deputy Treasurer | Action |
| 7. | Re-adoption of resolution indemnifying public officers & employees of public entities | Action |
| 8. | Approval of Board and District Members in Professional Organizations | Action |
| 9. | Approval of Authorized Bank Accounts | Action |
| 10. | Authorization to fund the cafeteria cash registers used for the Food Service Program and to have a "change" fund in the middle school and high school | Action |
| 11. | Adoption of Mileage Reimbursement Rate | Action |
| 12. | Designation of Petty Cash | Action |

EDUCATIONAL PRESENTATIONS

PUBLIC PARTICIPATION

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

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|----|---|--------|
| 1. | Approval of Minutes - June 17, 2024 Board Meeting | Action |
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SPECIAL EDUCATION

- | | | |
|----|---|--------|
| 1. | Approval of CSE recommendations from the following meeting dates: 3/14, 4/30, 6/5, 6/6, 6/11, 6/12, 6/13, 6/17, 6/18, 6/21, 6/24, 6/25 and CPSE 4/11. | Action |
| 2. | Approval of Impartial Hearing Officers for the 2024/25 school year | Action |
| 3. | Appointment of members of the Committee on Special Education, Committee on Preschool Special Education and Parent Representatives for the 2024/25 school year | Action |

SUPERINTENDENT'S REPORT

- | | | |
|----|--|--------|
| 1. | Appointment of Board of Education Members to the Networking Council Committee. | Action |
| 2. | Appointment of Board of Education Members to the Audit Committee. | Action |
| 3. | Appointment of Board of Education Members to the Policy Committee. | Action |
| 4. | Appointment of Board of Education Members to the Guidance Committee. | Action |
| 5. | Appointment of Board of Education Members to the Business Advisory Board. | Action |
| 6. | Appointment of Board Members to the Facilities Committee. | Action |
| 7. | Re-adoption of existing Board Policies | Action |

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| 8. | Adoption of resolution authorizing the Superintendent of Schools to confirm personnel appointments over the summer | Action |
| 9. | Adoption of resolution authorizing the Board of Education President, or in his or her absence or inability the Vice President, as the Board's designee to act in an emergency should the need arise to appoint a hearing officer | Action |
| 10. | Approval of Stipulation Agreement | Action |
| 11. | Appointment of Impartial Hearing Officer | Action |
| 12. | Approval of four (4) home tutoring agency agreements for the 2024/25 school year. | Action |
| 13. | Approval of Consultant Agreements with four (4) software providers for the 2024-25 school year. | Action |
| 14. | Approval of service agreement with Advanced Imaging Systems for the 2024-25 school year. | Action |
| 15. | Approval of Budget Transfers | Action |
| 16. | Disposal of Surplus Equipment | Action |
| 17. | Approval of school food program meal prices for the 2024/25 school year | Action |
| 18. | Approval of Consultant Services Contract | Action |
| 19. | Resolution authorizing the execution of an SRO agreement with the Village of Westhampton Beach for the 2024/25 school year | Action |

PERSONNEL

- | | | |
|-----|--|--------|
| 1. | Resignation/MS Special Education Teacher | Action |
| 2. | Appointment/MS WIN and ENL Academy Staff | Action |
| 3. | Appointment/ES RISE After School Instructional Support K-5 Staff | Action |
| 4. | Appointment/ES ENL Homework, Extended Day Program | Action |
| 5. | Appointment/MS After School Detention Program | Action |
| 6. | Declination/ES Involuntary Reduction of Teaching Position | Action |
| 7. | Request for Childcare Leave of Absence/MS FACS Teacher | Action |
| 8. | Appointment/Coaching Recommendations | Action |
| 9. | Appointment/Substitutes | Action |
| 10. | Resignation/ES Teacher Aide | Action |
| 11. | Appointment/MS Teaching Assistant | Action |
| 12. | Appointment/Extended School Year (ESY) Services | Action |
| 13. | Appointment/Home Tutors | Action |
| 14. | Appointment/Volunteer Coach | Action |
| 15. | Resignation/Senior Office Assistant | Action |
| 16. | Appointment/Account Clerk | Action |

REPORTS

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

OLD BUSINESS

- | | | |
|----|---|--------|
| 1. | Adoption of District Wide School Safety Plan for the 2024-25 school year. | Action |
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NEW BUSINESS

EXECUTIVE SESSION

ADJOURNMENT

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 17, 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 and Ms. Heather A. Wright.

Board of Education members absent: Mr. Halsey C. Stevens

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 2 attendees.

The meeting was called to order by Ms. Suzanne M. Mensch, President at 7:02 p.m.

The pledge was conducted.

EDUCATIONAL PRESENTATIONS

FACILITIES AND CONSTRUCTION UPDATE

Dr. Probst gave a presentation detailing the construction projects that have been taking place in the district: replaced and refinished floors, concrete replacement at the middle schools, lighting replacement, new partition curtains in the gyms, new school store in the high school, new signage at the middle school and high school, turf and track replacement, new concession stand, roofing at the high school and new windows at the middle school and elementary school.

PUBLIC PARTICIPATION

No comments were received.

APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the minutes of the June 3, 2024 board meeting, to be and are hereby approved.

Vote: Yes 6 No 0

SPECIAL EDUCATION

On motion of Mr. Kast, second by Ms. Donneson, 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 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, to be and hereby are approved.

Vote: Yes 6 No 0

FINANCIALS

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the recommendation to approve the financial items below as a whole, are hereby approved.

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

Vote: Yes 6 No 0

NYSCOSS FALL LEADERSHIP SUMMIT

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing the Superintendent of Schools to attend the NYSCOSS Fall Leadership Summit in Saratoga Springs, NY, September 22-24, 2024, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

UNIVERSAL PRE-K CONTRACTS

On motion of Ms. Arrasate, second by Mr. Kast, the execution of four (4) Universal Pre-K Provider Contracts for the 2024-25 school year, as submitted, to be and is hereby adopted.

- Julie’s Storybook Nursery
- Love of Learning Children’s Center, LLC
- St. Mark’s Bright Beginnings Pre-School
- Sunshine Academy

Vote: Yes 6 No 0

RESERVE FUNDS

On motion of Ms. Wright , second by Ms. Lanni-Hewitt, the following resolution reauthorizing the District’s reserve funds, to be and hereby is adopted:

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

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, that 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.

Vote: Yes 6 No 0

BUDGET TRANSFERS

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

1.

From	To	Amount
A9060-800-00-05	A1420-400-00-05	\$6,000.00

2.

From	To	Amount
A9060-800-00-05	A1380-400-00-05	\$10,100.00

3.

From	To	Amount
A9060-800-00-05	A1325-400-00-05	\$22,325.00

Vote: Yes 6 No 0

SOUTH HUNTINGTON HEALTH SERVICES CONTRACT

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of a Health and Welfare Service agreement with the South Huntington school district for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

RIVERHEAD HEALTH SERVICES CONTRACT

On motion of Ms. Arrasate, second by Ms. Wright, the resolution authorizing the execution of a Health and Welfare Service agreement with the Riverhead Central School District for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

OMNI & TSACG SERVICE AGREEMENT

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the resolution authorizing the renewal of the Omni Group Compliance Services Agreement for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

NYSARC

On motion of Mr. Kast, second by Ms. Arrasate, the resolution authorizing the execution of an agreement with NYSARC, Inc. for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

CONSULTANT AGREEMENTS

On motion of Ms. Wright, second by Mr. Kast, the resolution authorizing the execution of an agreement with Consulting That Makes a Difference, Inc. for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution authorizing the execution of an agreement with Home Care Therapies, LLC for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of an agreement with Living Arts Aquarium for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

BID EXTENSION - DRIVER'S EDUCATION

On motion of Mr. Kast, second by Ms. Donneson, the resolution to extend the driver's education agreement with All Suffolk Auto for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

LONG ISLAND SCHOOL NUTRITION DIRECTORS COOPERATIVE BIDDING PROGRAM

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing participation in the Long Island School Nutrition Directors Association Cooperative Bid for the 2024/25 school year, as stated below to be, and is hereby approved.

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; and

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 recommendation thereon; therefore

BE IT RESOLVED, that the Board of Education for the 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 the 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 the 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 the 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 recommendation of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidders.

Vote: Yes 6 No 0

BID EXTENSION - FOOD SERVICE EQUIPMENT REPAIR

On motion of Ms. Donneson, second by Ms. Wright, the resolution to extend the food service equipment agreement with F. V. Stern & Sons, Inc. for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

FINANCING THE LEASING OF LAPTOP COMPUTERS

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendation to award the financing of the leasing of laptop computers to Apple Inc. for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

FIELD TRIP - GALAPAGOS ISLANDS

On motion of Ms. Donneson, second by Mr. Kast, the field trip request for 15 Science Research students to travel to the Galapagos Island on February 15-22, 2025, as submitted, to be and hereby is approved.

Vote: Yes 6 No 0

DISPOSAL OF EXCESS SCIENCE TEXTBOOKS

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the recommendation to excess outdated science textbooks listed below, is hereby accepted.

NY Prentice Hall Biology	0-13-126051-0	Prentice Hall	2006	47
Prentice Hall Biology - Miller / Levine	0-13-126-051-0	Prentice Hall	2006	42
Biology The Study of Life	0-13-435086-3	Prentice Hall	1999	65
Biology - Campbell Reece	0-8053-6566-4	Prentice Hall	5th Edition	6
Biology - Campbell - Reece	0-8053-0009-0	Prentice Hall	6th ed.	6
Living Environment - Activity Book - Softcover	978-937323-16-86	UPCO	2013	32
Living Environment - Review Book - Softcover - Small	978-937323-20-5	UPCO	2020	54
Living Environment - Review Book -	0-937323-20-9	UPCO	2006	49

Softcover- Small				
Biology the Study of Life	0-13-435086-3	Prentice Hall	1999	35
Chemistry The Central Science	0-13-050987-6	Prentice Hall	2000 (8th Ed)	59
Chemistry	0-13-125-886-9	Pearson/Prentice Hall	2005	90
Biology - Campbell - Reece		Prentice Hall	2007-	44
Chemistry The Central Science	0-13-050987-6	Prentice Hall	2000 (8th Ed)	17
NY Prentice Hall Biology	0-13-126051-0	Prentice Hall	2006	25

Vote: Yes 6 No 0

APPROVAL OF DONATION

On motion of Ms. Donneson, second by Mr. Kast, a donation from the Hampton Coffee Company of a Charter Bus to transport 50 business students to the Jets Sports Business Day at MetLife Stadium on 10/22/24, to be and is hereby approved.

Vote: Yes 6 No 0

SUPPORT STAFF RATES OF PAY

On motion of Ms. Lanni-Hewitt second by Mr. Kast, the following daily/hourly rates of pay for support staff for the 2024/25 school year, to be and hereby are approved:

Substitute Pay	<u>2023/24</u>	<u>2024/25</u>
<u>Daily:</u>		
Permanent Substitute (Certified Teacher)	\$150.00	\$160.00
Certified Teacher	\$130.00	\$140.00
Uncertified Teacher	\$116.00	\$125.00
Nurse LPN	\$116.00	\$125.00
Nurse RN	\$150.00	\$160.00
Teacher Aide Subs	\$116.00	\$125.00
<u>Hourly:</u>		
Clerical Subs	\$ 17.50	\$ 20.00
Custodial Subs	\$ 17.50	\$ 20.00
Guard Subs	\$ 25.00	\$ 25.00
Sub Food Service Worker	\$ 16.00	\$ 16.50
Sub Monitor	\$ 16.00	\$ 16.50
Sub Maintenance Mechanic	\$ 25.00	\$ 25.00
<u>Other Positions</u>		
<u>Hourly:</u>		
Title I	\$ 30.00	\$ 35.00
Tutor	\$ 30.00	\$ 30.00
Detention	\$ 25.00	\$ 25.00
Driver Ed Teacher	\$150.00	\$150.00
We Care Director	\$ 22.00	\$ 22.00

Vote: Yes 6 No 0

ELIZABETH FIELDMAN

On motion of Mr. Kast, second by Ms. Arrasate, the resignation of Elizabeth Fielman from her position as an Elementary School Monitor, effective June 26, 2024, is hereby approved.

Vote: Yes 6 No 0

On motion of Mr. Kast, second by Ms. Donneson, the resignation of Joseph Nappi from his position as an Elementary School Monitor, effective June 26, 2024, is hereby approved.

Vote: Yes 6 No 0

APPOINTMENT OF SUBSTITUTES

On motion of Ms. Donneson, second by Mr. Kast, the recommendation to appoint the clerical, nurses, aides, guards, custodians and monitors for the 2024/25 school year, as submitted, is hereby approved.

Substitute Clerical, Nurses, Aides, Guards, Custodial, and Monitors:

Beatrice Allen	Monitor
Joseph Nappi	Monitor
Anne Coyle	Monitor, Clerical
Theresa DiResta	Clerical
Patti Engel	Clerical
Jane O'Sullivan	Clerical
William Zaffuto	Teacher Aide
Amawasri Borrachiari	Custodial
Peter Hudecek	Custodial
Kevin McNamara	Custodial
Zebedee Williams	Custodial
Rebecca Capatosto	Nurse
Pauline Schmidt	Nurse
Raymond Grube	Guard
Curtis Hoover	Guard
Joanna Iannuzzi	Guard
Patrick O'Neill	Guard
Matthew O'Reilly	Guard
William Ray	Guard
Danielle Snyder	Guard
Jeffrey Terry	Guard
Christopher Yap	Guard

Vote: Yes 6 No 0

SUMMER RECREATION / ACADEMY STAFF

On motion of Ms. Lanni-Hewitt, second by Ms. Arrasate, the following 2024 Summer Recreation/Academy staff members to be and are hereby approved:

Recreation Staff			
Position	Staff	Salary	
Director	Anthony Cappiello	\$6,180	
Asst Director	Kim Mercready	\$3,135	
Nurse	Rebecca Capatosto	\$2,800	
Monitor	Anna Farlow	\$1,000	
Monitor	Andrea Gaynor	\$1,000	
Monitor	Louis Peruso	\$1,000	
1st Grade Recreation	Jackie DeCiccio	\$1,800	
2nd Grade Recreation	Danielle Kerr	\$1,800	
3rd Grade Recreation	Taylor Gallarello	\$1,800	
3rd Grade Recreation	Taryn Brown	\$1,800	

Computer Lab	Laurette Schaumloffel	\$1,800	
Sports	James Vogel (New)	\$1,800	
Sports	Zach Arrasate	\$1,800	
Game Room	Pam Hubbard	\$1,800	
Game Room	Carol Braithwaite	\$1,800	
Art Room	Carmella Giammarino Bowman (New)	\$1,800	
Art Room	Gabriella Thomasch	\$1,800	
American Sign Language	Jessica Nicholson	\$1,800	
Swordfish Staff			
Position	Staff	Salary	
WSI	Elizabeth Scott Pothier	\$1,575	
WSI	Lizzie Kneiriemen	\$1,000	
WSI	Will Zaffuto	\$1,000	
WSI	Jack Santora	\$1,000	
Lifeguard	Madison Capria (New)	\$ 800	
Lifeguard	Riley Smith	\$ 800	
Lifeguard	Isabella Natarelli (New)	\$ 800	
Academy Staff			
Position	Staff	Salary	Confirmed Students
Kindergarten	Tom O'Leary	\$2,710.92	4+Cucinotta
Kindergarten	Dara Penn	\$2,710.92	
1st Grade	Lauren Gomez	\$2,710.92	11+special 1 per.
2nd Grade	Heidi Kalmus	\$2,710.92	7+special 1 per.
3rd Grade	Rosalie Gilhauy	\$2,710.92	12+special 1 per.
4th Grade	Kaleigh Locke	\$2,710.92	8
5th Grade / 6th Grade	Tara Bishop	\$2,710.92	8 (5th) / 3 (6th)
Sp. Ed Push in 2x/week	Jen Cucinotta	\$1,084.37	
ENL	Brooke Russell	\$2,710.92	
ENL	Rebecca Sullivan	\$2,710.92	
Speech	Diana Dautzenberg	\$2,710.92	
Substitute	Meaghan Moran	TBD	

Vote: Yes 6 No 0

JAMES FORD

On motion of Mr. Kast, second by Ms. Wright, the request for James Ford to use FMLA days beginning April 15, 2024 through May 21, 2024, as submitted to be and is hereby approved.

Vote: Yes 6 No 0

HANNAH PAWLUK

On motion of Ms. Donneson, second by Mr. Kast, the resignation of Hannah Pawluk from her position as a High School Music Teacher effective August 28, 2024, to be and is hereby approved.

Vote: Yes 6 No 0

PATRICIA DECICCO

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the request by Patricia DeCicco to amend her previously approved retirement day from June 30, 2024 to June 29, 2024, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the request by Joanne Williams for a leave of absence from her position as a Special Education Teacher in order to be assigned as a CSE Chairperson/Teacher on Special Assignment for the 2024-25 school year and returning to her position as a Special Education Teacher for the 2025-26 school year as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

ABOLISHMENT/REDUCTION OF POSITIONS

On motion of Ms. Donneson, second by Mr. Kast, the recommendation to abolish/reduce the following positions, effective 6/30/2024, as submitted, to be and is hereby approved.

- Abolish two (2) 1.0 FTE Elementary Education
- Reduce one (1) 1.0 FTE Elementary Education to 0.6 Elementary Education
- Reduce one (1) 1.0 FTE Special Education to 0.5 FTE Special Education

Vote: Yes 6 No 0

EXCESS/REDUCTION OF POSITIONS

On motion of Ms. Donneson, second by Mr. Kast, the recommendation to abolish/reduce elementary education and special education teaching positions, the following faculty member will be excessed/reduced effective June 30, 2024, as submitted, to be and is hereby approved.

- Kimberly Hall, Excessed 1.0 FTE Elementary Education
- Annmarie Steiner, Excessed 1.0 FTE Elementary Education
- Jennifer Wagner, Reduced from 1.0 FTE to 0.6 FTE Elementary Education
- Emily Isselbacher, Reduced from 1.0 FTE to 0.5 FTE Special Education

Vote: Yes 6 No 0

INSTRUCTIONAL COORDINATORS

On motion on Mr. Kast, second by Ms. Arrasate, the recommendation to appoint the following staff members as instructional coordinators for the 2024-25 school year, as submitted, to be and is hereby approved.

Erik Petersen	Art/Business/Technology
Melissa Tunstead	English
Monica Van Essendelft	ENL
Kristy Mitsos	Mathematics
Shaun Johnson	Music
Dianna Berry Gobler	Science
Jason Rupertus	Social Studies
JoAnne Williams	Special Education
Denizzie Kearns	World Language

Vote: Yes 6 No 0

ELIZABETH MATAMOROS AMADOR

On motion of Ms. Arrasate, second by Ms. Lanni-Hewitt, the recommendation to appoint Elizabeth Matamoros Amador be appointed as a High School Foreign Language Leave Replacement teacher beginning September 3, 2024 through June 27, 2025, at Step A1, BA, \$52,525 as submitted, to be and is hereby approved.

Vote: Yes 6 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 Ms. Donneson, second by Mr. Kast, the Board of Education convened into Executive Session at 7:25 p.m. to discuss negotiations with bargaining units.

Vote: Yes 6 No 0

On motion of Ms. Donneson, second by Mr. Kast, the Board of Education to reconvene from Executive Session at 8:16 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

AMENDMENT TO INDIVIDUAL EMPLOYMENT CONTRACT

On motion of Ms. Donneson, second by Mr. Kast, the recommendation authorizing the President of the Board of Education to execute a contract extension/salary agreement with Confidential Secretary/District Clerk, Lisa Rheume, to be and hereby is adopted.

Vote: Yes 6 No 0

ADJOURNMENT

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

Vote: Yes 6 No 0



Lisa Rheume, District Clerk

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 24, 2024

Re: Appointment of District Architect 2024-2025

I am recommending the Board of Education re-appoint John A. Grillo (JAG), Architect P.C. for architectural/engineering services for the 2024-2025 school year. JAG was awarded the RFP in November 2020.

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

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 24, 2024

Re: New York Schools Insurance Reciprocal (NYSIR) 2024-25

I am requesting the Board of Education accept the renewal policy from NYSIR for the 2024-25 school year. As expected, NYSIR's rate represents a 15% increase over last year's rate.

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

Westhampton Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 10, 2024

Re: District Claims Auditing Services



Attached, for the Board of Educations approval, please find a letter from Paul Eglevsky stating his intent to serve as Claims Auditor for the 2024/2025 school year. Mr. Eglevsky's rate remains the same as 2023/24. The district has been pleased with the services Mr. Eglevsky provides, therefore I am recommending we continue with his services for 2024/2025 school year.

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 4, 2024

Re: Legal Services – Volz & Vigliotta, PLLC 2024-2025 School Year

I am recommending the Board of Education approve the labor retainer with Volz & Vigliotta, PLLC for the 2024-25 school year. Their rates remain the same as per the request for proposal awarded at the May 8, 2024 BOE meeting.

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



Volz & Vigliotta, PLLC

Thomas M. Volz
Michael G. Vigliotta
David H. Arntsen
Joshua S. Shteierman

Sarah A. Gyimah
Michaela M. Weidtman

280 Smithtown Blvd.
Nesconset, NY 11767
Phone (631) 366-2700
Fax (631) 256-1704
www.volzvigliotta.com

May 30, 2024

MEMORANDUM

TO: Board of Education

Dr. Carolyn J. Probst
Superintendent of Schools

RE: Labor Retainer: 2024-25 School Year

Thank you for giving us the opportunity to work with you during the 2023-24 school year. We are proud to be a part of your team.

I have attached the retainer for the 2024-25 school year and would respectfully ask for your approval of it.

We look forward to working with you this coming year. Please call me with any questions or concerns you may have.

Very truly yours,

Thomas M. Volz

TMV:kp
Enclosure

VOLZ & VIGLIOTTA, PLLC

AGREEMENT

for

GENERAL and LABOR COUNSEL SERVICES

AGREEMENT made this ____ day of _____, 2024, by and between the BOARD OF EDUCATION OF THE WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, hereinafter referred to as the "BOARD," and VOLZ & VIGLIOTTA, PLLC, hereinafter referred to as the "ATTORNEYS."

WHEREAS, the BOARD, at its meeting of _____, 2024, retained VOLZ & VIGLIOTTA, PLLC, as the attorneys for the School District for the school year July 1, 2024 through June 30, 2025, and

WHEREAS, the BOARD and the ATTORNEYS desire to record the terms and conditions of such retainer in contract form.

NOW, THEREFORE, it is hereby agreed as follows:

- I. TERM: July 1, 2024 through June 30, 2025.
- II. GENERAL COUNSEL SERVICES UNDER RETAINER
 - A. Review of Board agenda and/or minutes, as required.
 - B. Analysis of documents relative to budget and election matters.
 - C. Legal opinions pertaining to all issues under the New York State Education Law, Commissioner of Education Decisions, Commissioner of Education Regulations, General Municipal Law, Public Officers Law, New York State Comptroller's Opinions, Election Law, all relevant federal, state and local laws, regulations and case law.
 - D. Monitoring of and consultation with the Superintendent regarding new laws, legislation, and State Education Department guidelines.
 - E. Opinions and guidance regarding business office matters, including bidding and procurement of goods and services, construction and renovations, and risk management.
 - F. Review and analysis of current and proposed Board policies and administrative regulations, as required.

- G. Daily advice and consultation to the Superintendent of Schools, Board President and other designated school officials.
- H. Timely and thorough status reports on all pending legal matters.
- I. Guidance and opinions relative to all student discipline matters, special education, guardianship, adoption, student name change order, custody, order of protection, Child Protective Services, subpoenas, Freedom of Information Law requests, criminal law, municipal and political issues, legal rights of professional and support staff personnel, and legality of policies.
- J. Review and drafting of contracts with vendors, consultants and other service providers.
- K. Seminars for staff, as requested by the Superintendent of Schools, regarding topics such as student discipline (including students with disabilities), sexual harassment, social networking, changes in special education laws, Section 504 and other areas of need.
- L. Counsel and advice regarding Federal and State special education requirements.
- M. Cooperation with School District insurance carriers, as necessary.
- N. Appearance at meetings of the Board of Education as requested.

III. LABOR COUNSEL SERVICES UNDER RETAINER

- A. Serving as chief negotiator, if requested, with regard to labor negotiations with the District's bargaining units from inception to impasse, including mediation, fact finding, and super conciliation.
- B. Review and analysis of collective bargaining agreements and day-to-day advice regarding contract administration.
- C. Recommendations and preparation of contract proposals and modifications.
- D. Draft agreement into contract form.
- E. Legal opinions pertaining to all issues under the New York State Education Law, the Public Employment Relations Board, New York State Civil Service Law, Suffolk County Civil Service Commission, all relevant federal, state and local laws, regulations and case law.

- F. Providing advice and guidance regarding the legal aspects of hiring, retention, evaluation, discipline, and direction of all staff.
- G. Preparation of terms and conditions of employment for unaffiliated staff.
- H. Rendering of advice and counsel regarding labor related matters, such as tenure and seniority, layoff and recall, employee benefits, retirement, the Family and Medical Leave Act, Section 504, the Americans with Disabilities Act, the Affordable Care Act and leaves of absence.
- I. Workshops, as requested by the Superintendent, on conducting effective staff performance evaluations, employment discrimination, social networking, or other areas of need.
- J. Counsel to the Board, Superintendent or designated staff regarding contract grievances.
- K. Timely and thorough status reports on all pending legal matters.

IV. ANNUAL RETAINER: For the above services, the fee shall be \$30,000.00 for General Counsel Services and \$27,500.00 for Labor Counsel Services the period July 1, 2024 through June 30, 2025. Retainers and services provided on an hourly basis shall be billed monthly.

V. LITIGATION and NON-RETAINER SERVICES: Separate compensation for litigation and non-retainer services for attorneys shall be billed at the rate of \$245.00 per hour and for paralegals at \$125.00 per hour. Such services include services such as special proceedings, motions and judicial appeals, administrative proceedings, appeals to the Commissioner of Education, Impartial Hearings, Superintendent's Hearings, residency hearings, attendance at CSE meetings when counsel is present, State Review Officer Proceedings, investigations, real estate matters, construction matters, mediation (other than collective bargaining), PERB proceedings, and contract grievance arbitrations.

VI. EXPENSES: The BOARD shall reimburse the ATTORNEYS, for "out-of-pocket" expenses incurred in the performance of services as General Counsel. These shall include, but are not limited to travel, copying, printing, express mail or deliveries. Nothing hereinabove set forth shall preclude the furnishing of any of the foregoing directly by the BOARD and the non-necessity to procure reimbursement.

VII. TERMINATION OR DISPUTES: This contract may be terminated upon thirty (30) days' written notice. In the event of termination prior to the end of the contract, fees would be recalculated pursuant to quantum meruit (at our hourly rate) in accordance with State law. Should a matter arise between the BOARD and another client represented by the ATTORNEYS such that the ATTORNEYS would have a conflict, unless the BOARD and the other client

consent to have the ATTORNEYS represent both sides, the ATTORNEYS will recommend separate counsel to the BOARD and to the other client.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed the ____ day of _____, 2024.

BOARD OF EDUCATION
WESTHAMPTON UNION FREE
SCHOOL DISTRICT

VOLZ & VIGLIOTTA, PLLC

BY: _____
SUZANNE M. MENSCH
President, Board of Education

BY:  _____
THOMAS M. VOLZ, ESQ.

**Supplemental Agreement between the
Westhampton Beach Union Free School District**

and

Volz & Vigliotta, PLLC

Supplemental Agreement dated this ___ day of _____, 2024 between Westhampton Beach Union Free School District (the “District”), located at 340 Mill Road Westhampton Beach, New York 11978 and Volz & Vigliotta, PLLC (the “Contractor”) located at 280 Smithtown Blvd., Nesconset, New York 11767.

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

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

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

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

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

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

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

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

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

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

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

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

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

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

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

Or to:

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

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

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

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

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

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
 - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most

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

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

7. Miscellaneous:

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

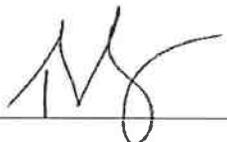
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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

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

Volz & Vigliotta, PLLC

Westhampton Beach Union Free School District

By:  _____

By: _____

Print Name: Thomas M. Volz

Print Name: _____

Title: Owner

Title: _____

Date: 05/30/2024

Date: _____

Westhampton Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 20, 2024

Re: Accounting Services

Attached please find a proposal from Ms. Annette Savino, Keeping Your Books, our district accounting service. Ms. Savino's rate remains the same as 2023/24. I am recommending we continue with the accounting services of Keeping Your Books for 2024/25 school year.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

June 1, 2024

Ms. Jacqueline Pirro
Assistant Superintendent for Business
Westhampton Beach Union Free School District
340 Mill Road
Westhampton Beach, NY 11978

Dear Ms Pirro:

Keeping Your Books is pleased to provide Westhampton Beach Union Free School District, (hereinafter “you” or “your” or “School”) with the accounting services described below. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between you and our firm will be governed by the terms of this letter.

Scope of Engagement

The following summarizes the services we will provide to you in the 2024-2025 school year:

1. Assistance with monthly reporting requirements to bring up to date
2. Any other accounting services deemed necessary.

Client Responsibilities

You authorize Keeping Your Books to accept instructions from your representative for this engagement. You agree to timely provide us with the information needed.

As a condition to our performing the services described above, you agree to:

- make all management decisions and perform all management functions and approving all proposed journal entries;
- designate an individual who possesses suitable skill, knowledge, and/or experience, to oversee the services;
- evaluate the adequacy and results of the services performed;
- accept responsibility for the results of the accounting services; and
- establish and maintain internal controls over the accounting processes and monitor ongoing activities, including but not limited to supervision of your staff.

You acknowledge that it is your responsibility to monitor all general ledger entries for proper recording and accuracy through your access to the accounting software.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

Accounting Firm Responsibilities

We will perform the services in accordance with the Code of Professional Conduct and the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants.

This engagement is limited to the accounting services outlined above. Keeping Your Books, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account codings and approving journal entries. We will not perform management functions or make management decisions for you. However, we may provide advice, research materials, and recommendations to assist your management in performing its functions and making decisions within the scope of this engagement. You agree that you will not and are not entitled to rely on any advice unless it is provided in writing.

The above accounting services will be performed based upon information you provide to us. We will not verify or audit this information. To the extent you have engaged our firm to reconcile your bank account, we will not inspect cancelled checks, substitute checks or bank images. We will not perform an audit, review, or compilation of your financial statements, and no accountant's report will be prepared or submitted. Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters.

We will perform our services under the assumption that all information you submit is true, complete and accurate according to documents and other information retained in your files, except that should the information provided appear to be erroneous or otherwise questionable, we will draw that to the School's attention.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

Timing of Engagement

We plan to provide accounting services beginning July 1, 2024.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

Fees and Billings

Our fees for the services outlined above will be billed monthly at the standard billing rate for each of the professionals performing the work. Our fee will be billed at an hourly rate of \$150 per hour.

Termination and Other Terms

Any claim arising out of this engagement letter shall be commenced within one year of the delivery of the work product to you, regardless of any longer period of time for commencing such claim as may be set by law.

We reserve the right to withdraw from this engagement without completing our services with two weeks written notice if you fail to comply with the terms of this engagement letter, or as we determine professional standards require.

If any portion of this engagement letter is deemed invalid or unenforceable, such a finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that we amend this letter or issue a separate engagement letter to reflect the obligations of both parties. In the absence of any other written communications from us documenting additional services, our services will be limited to and governed by the terms of this engagement letter.

At the completion of our engagement, the original source documents will be returned to you. Workpapers and other documents created by us are our property. Such original workpapers will remain in our control, and copies are not to be distributed without our prior written consent.

The School may terminate KYB's services for any reason by providing 30 days' written notice. Keeping Your Books reserves its right to resign from this engagement for any reason upon 30 days' written notice.

Our services cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. We will inform you, however, of any material errors, fraud, or illegal acts that may come to our attention.

Keeping Your Books operates as an independent contractor and as such is not an employee of the School and is not entitled to employment rights and benefits afforded to Schools employees. The School is not responsible for workers compensation, disability benefits, unemployment insurance, or for withholding employment related taxes.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

Keeping Your Books recognizes and acknowledges that in performing the services, it may come into possession of confidential information concerning the School and its employees.

KYB agrees that, except as directed by the School or as ordered by a court or other administrative or judicial body which should compel KYB to disclose confidential information, KYB shall not at any time during or after the terms of this agreement disclose confidential information to any person whatsoever.

Because the School has entered into this agreement based upon the unique talents and capabilities of KYB, KYB may not assign this agreement or delegate or subcontract any of its obligations hereunder without the prior written consent of the School.

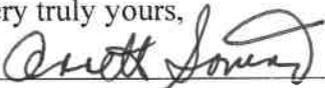
Entire Agreement

This engagement letter, including any attachments, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this engagement letter must be made in writing and signed by both parties.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

We appreciate the opportunity to be of service to you. Please date and sign the enclosed copy of this engagement letter and return it to us in the envelope provided to acknowledge your agreement with its terms. It is our policy to initiate services only after we receive the signed copy of this engagement letter from you.

Very truly yours,



Annette Savino, CPA
President
Keeping Your Books

APPROVED:.

Ms Jacqueline Pirro
Westhampton Beach Union Free School District

June 1, 2024

Ph: (516) 508-3120

Fax: (631) 257-5015

www.keepingurbooks.com

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 20, 2024

Re: Student Accident Insurance Renewal 2024-25 School Year

Our current student accident insurance provider, Pupil Benefits Plan Inc., is offering a 3% rate decrease for the 2024-2025 school year. Based on this decrease and the positive relationship we have with them, I am recommending we continue coverage with Pupil Benefits Plan Inc.

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

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

.03

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 10, 2024

Re: Student Accident Insurance Renewal 2024-25 School Year

Our current student accident insurance provider, Pupil Benefits Plan Inc., is offering a 6% rate decrease for the 2024-2025 school year. Based on this decrease and the positive relationship we have with them, I am recommending we continue coverage with Pupil Benefits Plan Inc.

?

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

23.24

?
\$29.87

24-25
\$ 28.99/
Student

Westhampton Beach School District
Board of Education
2024-2025 Meeting Dates

July 8, 2024	Reorganization Meeting
August 19, 2024	
September 16, 2024	
October 7, 2024	High School Presentation
October 21, 2024	Middle School Presentation
November 4, 2024	Elementary School Presentation
November 18, 2024	
December 9, 2024	
January 13, 2025	High School Presentation
February 3, 2025	Middle School Presentation
February 24, 2025	Elementary School Presentation
March 10, 2025	
March 24, 2025	
April 7, 2025	
April 28, 2025	
May 12, 2025	Budget Hearing
May 20, 2025	Budget Vote and Board of Education Election
June 9, 2025	
June 23, 2025	

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 5, 2024

Re: Authorized Bank Accounts – M&T and NYCLASS

I respectfully request the Board of Education authorize the following accounts for the 2024-2025 school year.

M&T

Operating Accounts:

- Money Market Account
- Lunch Account
- Federal Account
- Disbursement Account
- Payroll Account
- Capital Account
- Reserves Account

Extra Classroom Accounts:

- Elementary School Extra Classroom Account
- Middle School Extra Classroom Account
- High School Extra Classroom Account

NYCLASS

- Money Market Account
- Capital Fund Account
- Health – W. Tracy
- Health – J. Jones
- Health – E. Nichols
- Scholarship Accounts

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



Hurricane Café

Westhampton Beach UFSD

School Food Program

To: Carolyn Probst

From: Naim Walcott

Date: June 28, 2024

Re: Cafeteria funds

The WHB School Lunch Department will need the following funds in the district cafeterias' for the 2024-2025 school year:

Elementary School

\$40.00 for the register draw

Middle School

\$86.00 for change (Business Office Safe)

\$180.00 for cash drawers X 3 (\$60 Each)

High School

\$314.00 for change (Lunch Office Safe)

\$180.00 for cash drawers (\$60.00)

The total is \$800.00 for registers & change.

There is also an additional \$100.00 needed for petty cash which is kept in the lunch office safe.

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 28, 2024

Re: Mileage Reimbursement Rate

According to school district policy #6830, school district employees, officials and members of the Board of Education will be reimbursed for reasonable out-of-pocket expenses incurred while traveling for school related activities.

I respectfully request the Board of Education set the rate to reflect the rate issued by the Internal Revenue Service. The current rate for 2024 is 0.67 cents. The rate will be adjusted once the 2025 rate is published in January.

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

Westhampton Beach Union Free School District
Office of Pupil Personnel Services

2024-2025

Impartial Hearing Officer Appointment

Appointment of impartial hearing officers is requested by the Board of Education as per the most recent list of certified IHO's for Suffolk County promulgated by the New York State Education Department. Impartial hearing officers will be chosen in accordance with the rotational selection process described in Commissioner's regulations.

Westhampton Beach Union Free School District
Office of Pupil Personnel Services

2024-2025 Committee on Special Education
And Preschool Special Education Appointment

As per Education Law, section 4402, to ensure timely evaluation and placement of students the Board of Education is requested to appoint a committee on special education and committee on preschool special education. The membership of each committee shall include:

- the parents or persons in parental relationship to the student;
- not less than one regular education teacher of the student;
- not less than one of the student's special education teachers or special education provider of the student;
- a representative of the school district who is qualified to provide, administer or supervise special education and who is knowledgeable about the general education curriculum and who is knowledgeable about the availability of resources of the school district;
- a school psychologist, whenever a new psychological evaluation is reviewed or a change to a program option with a more intensive staff/student ratio;
- an individual who can interpret the instructional implications of evaluation results, who may be a member appointed;
- the student, if appropriate.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 12th 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 Education at Mather (hereinafter the "CONSULTANT"), having a principal mailing address of 403 North Country Road, St. James NY 11780.

A. TERM

1. The term of this Agreement shall be from July 1, 2024 through June 26, 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) To provide home instruction to the students of Westhampton Beach UFSD
 - 2) To provide hospital home instruction to the students of Westhampton Beach UFSD
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 \$57.49.

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

1. The 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.

[Insert Contractor]

WESTHAMPTON BEACH UFSD

By: Elizabeth Creed
Print Name: Elizabeth Creed
Title: President
Date: 6/11/24

By: _____
Print Name: _____
Title: _____
Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Education at Mather

Supplemental Agreement dated this 12 day of June, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and Education at Mather (the “Contractor”) located at 403 North Country Road, St. James NY 11780

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.

Education at Mather

WESTHAMPTON BEACH UFSD

By: *Elizabeth Creeden*
Print Name: *Elizabeth Creeden*
Title: *President*
Date: *6/11/24*

By: _____
Print Name: _____
Title: _____
Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 12 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 Hope for Youth (hereinafter the "CONSULTANT"), having a principal mailing address of Administrative Office 201 Dixon Ave, Amityville NY 11701.

A. TERM

1. The term of this Agreement shall be from July 1, 2024 through June 26, 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) To provide Tutoring Services
 - 2) To provide _____
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 \$30 per hour, 3 hours per day.

E. INSURANCE

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

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

F. TERMINATION

1. The 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.

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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.

Hope for Youth

By: 

Print Name: Irma Edington

Title: Executive Director

Date: 6/11/24

WESTHAMPTON BEACH UFSD

By: _____

Print Name: _____

Title: _____

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Hope for Youth

Supplemental Agreement dated this 12 day of June, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and Hope for Youth (the “Contractor”) located at 201 Dixon Avenue, Amityville, NY 11701

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:

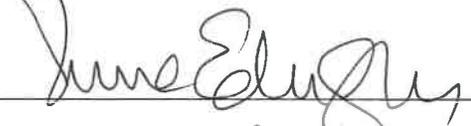
a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor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

Hope For Youth

By: 

Print Name: Irma Edington

Title: Executive Director

Date: 6/11/24

WESTHAMPTON BEACH UFSD

By: _____

Print Name: _____

Title: _____

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 13 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 Imagine Learning LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 100 S. Mill Ave., Suite 1700, Tempe, AZ 85281.

A. TERM

1. The term of this Agreement shall be from July 1, 2024 through June 26, 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 third-party claims, demands, actions, lawsuit costs, damages and expenses, including reasonable attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the CONSULTANT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) To provide See Quotes Q-60898
 - 2) To provide See Quote Q-49545
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 quotes Q-60898 and Q-49545.

E. INSURANCE

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

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding, in such court.

K. ENTIRE AGREEMENT

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

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

Imagine Learning LLC

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Leslie Curtis

Print Name: _____

Title: SVP, Chief Experience Officer

Title: _____

Date: 6/17/2024

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Imagine Learning LLC

Supplemental Agreement dated this 13 day of June, 2024 between the Westhampton Beach UFSD (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Imagine Learning LLC (the "Contractor") located at 100 Mill Ave., Suite 1700, Tempe, AZ 85281

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. See attquote

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.

Imagine Learning LLC

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Leslie Curtis

Print Name: _____

Title: SVP, Chief Experience Officer

Title: _____

Date: 6/17/2024

Date: _____



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 6/3/2024
Quote No. Q-60898
Acct. No. 12212758
Total 1,950.00
Pricing Expires 11/30/2024

Westhampton Beach Union Free Sch Dist
340 Mill Road
Westhampton Beach NY 11978
United States

Westhampton Beach SD - IS Summer School - 2024

Payment Term	Contract Start	Contract End
Net 30	6/1/2024	8/31/2024

Site	Description	End Date	Qty	Per Unit	Amount
Westhampton Beach Union Free Sch Dist	IS Teaching Summer School per Semester Course	08/31/2024	10	195.00	1,950.00

Subtotal 1,950.00
Tax Total 0.00
Total 1,950.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Westhampton Beach Union Free Sch Dist

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Sean Drake
Account Executive -
sean.drake@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Price Quote

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

Date 6/4/2024
Quote No. Q-49545
Acct. No. 12212758
Total 24,024.00
Pricing Expires 09/28/2024

Westhampton Beach Union Free Sch Dist
 340 Mill Road
 Westhampton Beach NY 11978
 United States

Westhampton Beach SD - (15) 9-12 EdgeX w/On Demand Tutoring CW 6-8 CU 10 Licenses - 2024-2025 -Quote Q-49545

Payment Term	Contract Start	Contract End
Net 30	9/1/2024	8/31/2025

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Westhampton Beach Union Free Sch Dist	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Concurrent User		08/31/2025	15	968.00	14,520.00
	IS 6-12 On-Demand Tutoring Concurrent User (Edgenuity)	25 licenses at \$160.16	08/31/2025	1	4,004.00	4,004.00
	Edgenuity 6-8 Comprehensive Concurrent User		08/31/2025	10	550.00	5,500.00

Subtotal 24,024.00
Tax Total 0.00
Total 24,024.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Westhampton Beach Union Free Sch Dist

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Imagine Learning Representative

Sean Drake
 Account Executive -
 sean.drake@imaginelearning.com
 imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 12 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. James Tutoring Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 403 North Country Road, St. James, NY 11780.

A. TERM

1. The term of this Agreement shall be from July 1, 2024 through June 26, 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) To provide home instruction for the students of Westhampton Beach UFSD
 - 2) To provide hospital home instruction for the students of Westhampton Beach UFSD
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 \$57.49 per hour.

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

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

St. James Tutoring Inc.

WESTHAMPTON BEACH UFSD

By: *Elizabeth Creed*
Print Name: *Elizabeth Creed*
Title: *President*
Date: *6/11/24*

By: _____
Print Name: _____
Title: _____
Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

St. James Tutoring Inc.

Supplemental Agreement dated this 12 day of June, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **St. James Tutoring Inc.** (the “Contractor”) located at 403 North Country Road, St. James, NY 11780

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.

St. James Tutoring Inc.

WESTHAMPTON BEACH UFSD

By: Elizabeth Creedy

By: _____

Print Name: Elizabeth Creedy

Print Name: _____

Title: President

Title: _____

Date: 6/4/24

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **14th 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 **EducAide Software** (hereinafter the "CONSULTANT"), having a principal mailing address of: **P.O. Box 1048 Vallejo, CA 94590**.

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) To provide: **Problem-Attic School Subscription (expires 6/30/2025).**
 - 2) To provide: N/A
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: **\$1,095.00.**

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

1. The 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.

Contractor:

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Daniel Levin

Print Name: _____

Title: President

Title: _____

Date: 6/11/2024

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

EDUCAIDE SOFTWARE

Supplemental Agreement dated this 14TH day of JUNE, 2024 between the Westhampton Beach UFSD (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and EDUCAIDE SOFTWARE (the “Contractor”) located at P.O. BOX 1048 VALLEJO, CA 94590.

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.

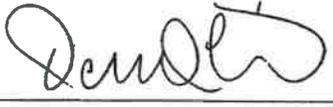
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Contractor:

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Daniel Levin

Print Name: _____

Title: President

Title: _____

Date: 6/11/2024

Date: _____



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 11, 2024

Westhampton Beach School District
340 MILL RD
WESTHAMPTON BEACH NY 11978

Account Information:

Policy Holder Details :	EAS EDUCAIDE SOFTWARE DBA: EDUCAIDE SOFTWARE
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Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/11/2024

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 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 ISU INSURANCE SVCS OF S F/PHS 57556678 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	
		NAIC#	
INSURED EAS EDUCAIDE SOFTWARE DBA: EDUCAIDE SOFTWARE PO BOX 1048 VALLEJO CA 94590-0104	INSURER A : Hartford Underwriters Insurance Company		30104
	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	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBA AX8FPN	11/22/2023	11/22/2024	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Fa occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COM/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			57 SBA AX8FPN	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Fa accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	DED	RETENTION \$					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERWesthampton Beach School District
340 MILL RD
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

Susan J. Castaneda

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CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **14th 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 **Screencastify, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of: **333 N. Green St., Suite 810, Chicago, IL 60607**.

A. TERM

1. The term of this Agreement shall be from **July 17, 2024 through July 17, 2025** inclusive, unless terminated early as provided for in this Agreement (the "Term"). 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: **Pro Sitewide -Annual**
 - 2) To provide: **n/a**
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 it 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 one invoice on or prior to the commencement date of the Term. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of the written invoice from the CONSULTANT. Said invoice shall include the services provided, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at a total rate of: **\$4,725.00** for the Term.

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

1. The 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; provided, that any pre-paid fees and expenses to CONSUTLANT shall not be reimbursed.
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.

Contractor: SCREENCASTIFY, LLC

WESTHAMPTON BEACH UFSD

DocuSigned by:
By: Caroline Kill
3AD7A77D72A47B...

By: _____
Print Name: _____

Print Name: Caroline Kill

Title: Team Lead

Title: _____

Date: 6/17/2024

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

SCREENCASTIFY, LLC

Supplemental Agreement dated this **14th day of JUNE, 2024** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **SCREENCASTIFY, LLC** (the "Contractor") located at **333 N. Green St., Suite 810, Chicago, IL 60607**.

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.o12.nysed.Oov/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(S)(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:

1. 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.

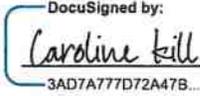
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

Contractor: SCREENCASTIFY, LLC

WESTHAMPTON BEACH UFSD

By:  _____
DocuSigned by:
3AD7A777D72A47B...

By: _____

Print Name: Caroline Kill

Print Name: _____

Title: Team Lead

Title: _____

Date: 6/17/2024

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **14th 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 **DataClassroom Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **1022 Cottonwood Rd. Charlottesville, VA 22901**

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) To provide: **Teacher License: License provides access to DataClassroom for a single teacher and all students on the rosters of that teacher within a 12 month period.**
 - 2) To provide: N/A
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: **\$595.00.**

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

1. The 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.

Contractor:

WESTHAMPTON BEACH UFSD

By: Nigel R. Standish

By: _____

Print Name: Nigel Standish

Print Name: _____

Title: Director of Operations

Title: _____

Date: 6/18/2024

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

DATACLASSROOM, INC.

Supplemental Agreement dated this 14TH day of JUNE, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **DATACLASSROOM** (the “Contractor”) located at **1022 COTTONWOOD RD. CHARLOTTESVILLE, VA 22901**

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.

Contractor:

WESTHAMPTON BEACH UFSD

By: Nigel R. Standish

By: _____

Print Name: Nigel Standish

Print Name: _____

Title: Director of Operations

Title: _____

Date: 6/18/2024

Date: _____

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **14th 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 **Generation Genius, Inc.** (hereinafter the “CONSULTANT”), having a principal mailing address of: **14622 Ventura Blvd. #2026, Sherman Oaks, CA 91403.**

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) To provide: **1 School (Science Only) License for educational streaming video subscription to Generation Genius. Includes videos, lesson plans, teacher guides, discussion questions, vocabulary, quizzes, and English/Spanish subtitles.**
 - 2) To provide: N/A
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: **\$995.00.**

E. INSURANCE

1. a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. Automobile Liability

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

c. Cyber Liability

\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional services of the service provider performed under contract for the District.

d. Fidelity and Cyber Crime Insurance

\$1,000,000 per claim with no aggregate. For dishonest acts of the consultant's employees including coverage for computer fraud and fund transfer fraud. Covered property must also include the Client's property.

e. Professional Errors and Omissions Insurance

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

f. Umbrella/Excess Insurance

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

g. Worker's Compensation and NYS Disability Insurance

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

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

F. TERMINATION

1. The 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.

Contractor:

WESTHAMPTON BEACH UFSD

By: Tammy Burns

By: _____

Print Name: Tammy Burns

Print Name: _____

Title: Educator Support

Title: _____

Date: 06.20.24

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

GENERATION GENIUS

Supplemental Agreement dated this 14TH day of JUNE, 2024 between the Westhampton Beach UFSD (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and GENERATION GENIUS (the “Contractor”) located at 14622 VENTURA BLVD. #2026, SHERMAN OAKS, CA 91403

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.

Contractor:

WESTHAMPTON BEACH UFSD

By: Tammy Burns

By: _____

Print Name: Tammy Burns

Print Name: _____

Title: Educator Support

Title: _____

Date: 06.20.24

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 18, 2024

Re: Advanced Imaging Systems Service Agreement



I respectfully request the Board of Education approve the attached Advanced Imaging Systems Service Agreement for district copiers.

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



www.aisliny.com

946 West Main Street - Riverhead - New York 11901 - 631-727-3354 - Fax: 631-727-7299

Service Agreement

Customer Information

Bill to Location:

Name: Westhampton Beach UFSD, Accounts Payable

Address: 340 Mill Road

City/State/Zip Code: Westhampton Beach, NY 11978

Email Address: ggaines@whbschools.org Phone: 288-3800

Billing Type:

- Monthly
 Quarterly
 Semi-annual
 Annual

Service Location:

Service Agreement Details

Equipment:

- Copier Duplicator* Printer
 Color Copier Facsimile**

*Ink, masters & thermal print heads are not included.

**Imaging units & toner are not included.

Equipment Install Date _____

Contract Start Date 7/1/2024

Contracts are automatically renewed at prevailing rates unless notified in writing 30 days prior.

Supplies sent via 3rd party carrier (e.g. UPS) will incur shipping charges.

Service Plan:

- All Inclusive Maintenance** (Includes everything except paper & staples)

Unit ID	Model Number	Serial Number	Install	Location	Meter Name	CPC Charge
10880	TASKALFA 6500I	N4U2701942	10/12/2012	WHB UPSTAIRS 212 STAFF LOUNGE	B&W	0.0056
10883	TASKALFA 6500I	N4U2701938	10/12/2012	WHB MS, GUIDANCE	B&W	0.0056
11539	TASKALFA 6501I	L8X4501412	9/10/2014	WHB BUILDINGS & GROUNDS	B&W	0.0061
11540	TASKALFA 8001I	L8T4501015	9/10/2014	WHB SH ROOM 131	B&W	0.0061
11559	TASKALFA 3501I	L7S4708639	9/29/2014	WHB HS, CAFETERIA	B&W	0.0061
11859	TASKALFA 6501I	L8X5703122	11/17/2015	WHB ELEMENTARY FACULTY RM 210	B&W	0.0056
11860	TASKALFA 4501I	L7N5909188	11/17/2015	WHB HS, ATHLETICS OFFICE	B&W	0.0056
12348	TASKALFA 6002I	W2Z7903839	11/7/2017	WHB HS LIBRARY	B&W	0.0081
12349	TASKALFA 6002I	W2Z7903820	11/7/2017	WHB HS ATTENDANCE	B&W	0.0081
12350	TASKALFA 7002I	VAP7801368	11/7/2017	WHB HS GUIDANCE	B&W	0.0069
12351	TASKALFA 8002I	VAK7801142	11/7/2017	WHB HS RM 127	B&W	0.0064
12757	TASKALFA 4053CI	RF88Y00091	2/9/2024	BUSINESS OFFICE	B&W	0.0091
					Color	0.053
12991	TASKALFA 8003I	RRG9700126	12/17/2019	WHB HS FACULTY, 127	B&W	0.0051
12992	TASKALFA 7003I	RRK9700080	12/17/2019	WHB MS MAIN OFFICE	B&W	0.0055
12993	TASKALFA 8003I	RRG9700133	12/17/2019	WHB ELEMENTARY STORAGE ROOM D	B&W	0.0051
13291	TASKALFA 8003I	RRG0800821	11/12/2020	WHB ELEM, FACULTY ROOM	B&W	0.0051
13292	TASKALFA 8003I	RRG0800787	11/12/2020	WHB MS, 1ST FL FACULTY	B&W	0.0051
13293	TASKALFA 8003I	RRG0800770	11/12/2020	WHB HS, FACULTY RM 131	B&W	0.0051
13338	TASKALFA 7003I	RRK0X01174	2/8/2021	WHB ADMIN PPS RECEPTION	B&W	0.0055
13339	TASKALFA 7003I	RRK0X01227	2/8/2021	WHB ELEM BY RM 300 5TH GRD WING	B&W	0.0055
13362	TASKALFA 7003I	RRK1101445	3/26/2021	WHB MS FACULTY 2ND FL	B&W	0.0055
13363	TASKALFA 7003I	RRK1101435	3/26/2021	WHB MS FACULTY 2ND FL	B&W	0.0055
13364	TASKALFA 7003I	RRK1101531	3/26/2021	WHB HS MAIN OFFICE	B&W	0.0055
13742	TASKALFA 6004I	W9T2608992	12/2/2022	WHB SUPERINTENDENT 2ND FL	B&W	0.0064
13788	TASKALFA 6004I	W9T2X13509	3/10/2023	WHB ELEM MAIN OFFICE	B&W	0.0064
13789	TASKALFA 6004I	W9T2X13525	3/10/2023	WHB HS FACULTY RM 218	B&W	0.0064
13790	TASKALFA 6004I	W9T2Y14234	3/10/2023	WHB MS 1ST FL FACULTY	B&W	0.0064



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946 West Main Street - Riverhead - New York 11901 - 631-727-3354 - Fax: 631-727-7299

This agreement shall be subject to the terms and conditions on the reverse side.

[Redacted Signature]

Customer Signature Date

[Redacted Name & Title]

Printed Name & Title

Mary Ann Hannigan 6/17/24
Advanced Imaging Systems, Inc. Date

M Hannigan/ Contract Administrator
Printed Name & Title

Terms and Conditions

General Scope:

This contract covers both labor and materials for an unlimited number of adjustments and repairs as necessitated by normal usage and use within the manufacturers published specifications. Damage or loss resulting from misuse or perils such as fire, theft, power surges (not protected by an Advanced Imaging Systems approved line conditioner) or water damage is not covered. The use of non-OEM parts, supplies, components, modifications, or unqualified personnel to effect repairs or changes will cause this agreement to be null and void. Proper electric outlet and voltage is the responsibility of the customer that meets manufacturer's specifications. Equipment overhauls are chargeable for both labor and materials.

Advanced Imaging Systems may cancel this contract with written notice if the use of the covered equipment is outside the General Scope as described above, or the equipment has been deemed to be obsolete by the manufacturer.

Service Calls:

Service calls will be made during normal business hours at the installation address specified. Travel and labor time on calls after business hours, Saturday, Sunday, and holidays are charged to the customer at double rates. Advanced Imaging Systems cannot be held responsible for service charges incurred due to use of inferior, off-brand, Non-OEM supplies that may cause wear and tear, leakage, or part failure. Such issues are deemed to be outside the scope of this agreement and therefore chargeable.

Extent of Labor Services:

Labor services afforded during a contract service call include lubrication of the unit and the adjustment, repair, or replacement of functional parts or elements as described on the reverse side.

Consumables:

Contracts including toner will receive toner in accordance with Manufacturer yields based on five (5%) coverage.

Parts Authorization:

This contract authorizes replacement of parts not covered by this contract at the time of service if deemed necessary by an Advanced Imaging Systems representative.

Term:

This contract shall become effective upon receipt by Advanced Imaging Systems of payment of the contract charge. The contract will remain in force for (12) months and will automatically renew from year to year unless written notice of cancellation is received thirty (30) days prior to the end of the current term.

Advanced Imaging Systems may at its discretion upon the anniversary date increase the base and or overage rate up to 15%.

Customer agrees to pay the contract charges as described on the reverse side including annual increases as described above. This contract is not transferable from the original purchaser.

Key Operator Training:

Key operators shall be responsible for periodic cleaning of such areas as machine exterior, toner and staple installation, removal of minor paper jams. Minor cleaning should be performed at least once a week.

Warranty Limitation:

Other than the obligations set forth herein, disclaims all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. In addition, Advanced Imaging Systems disclaims liability for any indirect or consequential damages arising out of the use of the equipment or delays in repair of the equipment due to the availability of parts from our manufacturers.



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946 West Main Street - Riverhead - New York 11901 - 631-727-3354 - Fax: 631-727-7299

Network Limitation:

Dealer services under this contract do not include the support of operating systems, applications software or hardware malfunctions attributable to customer software or network hardware. Dealer will determine the cause of the covered hardware issues by connecting a laptop directly to the hardware. If the hardware operates normally when connected to dealer laptop the problem will be attributed to customer's network or software and is not covered under this contract. Dealer may offer to solve the problem for the customer but this is charged on a time and materials basis.

**WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER**

~~2024-2025~~ SCHOOL YEAR
2023-2024

Requestor: Gwen Gaines *G.G.*

Date of Request: 6/27/2024

Budget Code to **Transfer TO:**

Code Number: A5540-490-00-01

Code Title: HS FT BOCES TRANSPORTATION

Amount to Transfer: \$ 20,000.00

Budget Code to **Transfer FROM:**

Code Number: A5540-491-00-05

Code Title: Handicapped BOCES Transportation

Reason for Transfer: Estimated amount needed to pay for HS FT through the end of the SY

Back-up attached

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

J. Porro 6/27/2024
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
5540-490-00-01	BOCES-Field Trips HS	40,500.00	-100.00	40,400.00	52,411.30	0.00	-12,011.30
Total GENERAL FUND		40,500.00	-100.00	40,400.00	52,411.30	0.00	-12,011.30

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
5540-490-00-05	BOCES-Regular Transporta	1,186,529.00	0.00	1,186,529.00	1,198,152.98	0.00	-11,623.98
Total GENERAL FUND		1,186,529.00	0.00	1,186,529.00	1,198,152.98	0.00	-11,623.98

WESTHAMPTON BEACH UFSD

Purchase Order Status Report
Fiscal Year: 2024

Date	Order No. Other Ref.	Status	Vendor Name Order Description Budget Code	Amount	Encumbrance	Liquidated	Expended	Enc. Balance
07/01/2023	001130 EASTERN SUFFOLK BOCES	O	001130 - EASTERN SUFFOLK BOCES					
07/01/2023	24-00008	O	ES BOCES REGULAR MONTHLY BILLING					
	PND-00008		1310-490-00-08 R	59,504.00	59,504.00	53,242.00	53,242.00	6,262.00
			1480-490-00-08 R	78,140.00	78,140.00	56,721.13	56,721.13	21,418.87
			1621-490-05-00 R	61,564.00	61,564.00	36,294.52	36,294.52	25,269.48
			1680-490-00-08 R	214,662.00	214,662.00	172,459.38	172,459.38	42,202.62
			1981-490-00-08 R	131,078.00	131,078.00	131,078.00	131,078.00	0.00
			1981-490-06-08 R	52,184.00	52,184.00	52,184.00	52,184.00	0.00
			2010-490-00-08 R	63,948.00	63,948.00	24,183.06	24,183.06	39,764.94
			2070-490-00-08 R	10,000.00	10,000.00	0.00	0.00	10,000.00
			2110-490-00-01 R	7,325.00	7,325.00	5,572.32	5,572.32	1,752.68
			2110-490-00-02 R	4,000.00	4,000.00	2,638.48	2,638.48	1,361.52
			2110-490-00-03 R	5,075.00	5,075.00	3,192.60	3,192.60	1,882.40
			2110-490-00-08 R	39,823.00	39,823.00	8,793.30	8,793.30	31,029.70
			2250-490-00-08 R	860,885.00	860,885.00	447,076.28	447,076.28	413,808.72
			2280-490-00-08 R	395,437.00	395,437.00	355,085.00	355,085.00	40,352.00
			2330-490-00-08 R	4,500.00	4,500.00	4,293.00	4,293.00	207.00
			2330-491-00-08 R	38,285.00	38,285.00	10,568.00	10,568.00	27,717.00
			2610-490-00-08 R	39,440.00	39,440.00	30,280.06	30,280.06	9,159.94
			2630-490-00-08 R	53,289.14	53,289.14	53,289.14	53,289.14	0.00
			2805-490-00-05 R	12,000.00	12,000.00	8,663.40	8,663.40	3,336.60
			2810-490-00-05 R	2,000.00	2,000.00	0.00	0.00	2,000.00
			2850-490-00-08 R	1,300.00	1,300.00	888.33	888.33	411.67
			2855-490-00-05 R	14,550.00	14,550.00	2,702.50	2,702.50	11,847.50
			5540-490-00-01 R	40,400.00	40,400.00	40,400.00	40,400.00	0.00
			5540-490-00-02 R	32,300.00	32,300.00	25,423.50	25,423.50	6,876.50
			5540-490-00-03 R	18,446.00	18,446.00	4,625.50	4,625.50	13,820.50
			5540-490-00-05 R	1,186,529.00	1,186,529.00	1,186,529.00	1,186,529.00	0.00
			5540-490-00-06 R	340,000.00	340,000.00	224,375.30	223,793.30	115,624.70
			5540-491-00-05 R	564,007.00	564,007.00	365,257.47	365,257.47	198,749.53
			GC-BUDG23-1625-490 R	1,083.24	1,083.24	1,083.24	1,083.24	0.00
			SSHC24-2253-490 R	34,397.50	34,397.50	34,297.50	34,297.50	100.00
			SSHT24-5540-490 R	30,206.68	30,206.68	30,206.68	30,206.68	0.00
			TT24-2110-490 R	22,770.00	22,770.00	22,770.00	22,770.00	0.00
			TT24-2112-490 R	9,878.58	9,878.58	8,469.00	8,469.00	1,409.58
			Totals for 24-00008	4,429,007.14	4,429,007.14	3,402,641.69	3,425,694.97	1,026,365.45
			EASTERN SUFFOLK BOCES Vendor name Subtotal	4,429,007.14	4,429,007.14	3,402,641.69	3,425,694.97	1,026,365.45
			20230701 Date Subtotal	4,429,007.14	4,429,007.14	3,402,641.69	3,425,694.97	1,026,365.45

WESTHAMPTON BEACH UFSD

Purchase Order Status Report

Fiscal Year: 2024

Date	Order No. Other Ref.	Status	Vendor Name Order Description Budget Code	Amount	Encumbrance	Liquidated	Expended	Enc. Balance
		1		4,429,007.14	4,429,007.14	3,402,641.69	3,425,694.97	1,026,365.45
Total Purchase Orders								
Report Totals								

Selection Criteria

Criteria Name: Last Run
 Document Range: 24-00008 -
 Transaction date(s): All for this fiscal year
 Pending Orders Selected: Approved/Not Issued
 Issued Orders Selected: Open
 Show Budget Codes? Yes
 Sort by: Date/Vendor name/Date/Document
 Printed by Gwen Gaines

WESTHAMPTON BEACH UFSD
REQUEST FOR BUDGET TRANSFER
~~2024-2025~~ SCHOOL YEAR
2023-2024

Requestor: Gwen Gaines *G.G.*

Date of Request: 6/27/2024

Budget Code to **Transfer TO:**

Code Number: A5540-490-00-05

Code Title: Regular BOCES Transportation

Amount to Transfer: \$ 325,000.00

Budget Code to **Transfer FROM:**

Code Number: A5540-491-00-05 (\$80K) & A2250-490-00-08 (\$245K)

Code Title: Handicapped BOCES Transportation & HC BOCES Services

Reason for Transfer: Estimated amount needed to pay for Regular transportation to the end of the SY.

Back-up attached

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

J. Pano 6/27/2024
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 _____

1 June 2024 Reg Billing.

A/P Maintenance (004254) (Security filter)

Vendor Rel: Vendor: 001130 EASTERN SUFFOLK BOCES
 Fund: 004254 REMIT 4 ATTN: ACCOUNTS RECEIVABLE
 Schedule: JN16 Trans Type: Original 201 SUNRISE HIGHWAY
 PATCHOGUE, NY 11772

PO Budget Info Non-PO Payments

Budget Code	Final	Expenditure	Liquidation	1099	Enc Outstanding	Service From	Service To	Shipping	Discount	Invoice/Chit#	Bank Acct	Unencum.Bal
A1310-490-00-08	<input type="checkbox"/>	3,447.73	3,447.73	<input type="checkbox"/>	6,282.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A1480-490-00-08	<input type="checkbox"/>	8,501.37	8,501.37	<input type="checkbox"/>	21,418.87	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A1621-490-05-00	<input type="checkbox"/>	1,081.47	1,081.47	<input type="checkbox"/>	25,283.48	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A1680-490-00-08	<input type="checkbox"/>	2,698.41	2,698.41	<input type="checkbox"/>	42,202.62	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A1981-490-00-08	<input type="checkbox"/>	10,923.16	10,923.16	<input type="checkbox"/>	0.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A1991-490-06-08	<input type="checkbox"/>	4,348.66	4,348.66	<input type="checkbox"/>	0.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A2010-490-00-08	<input type="checkbox"/>	255.00	255.00	<input type="checkbox"/>	33,764.94	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A2110-490-00-02	<input type="checkbox"/>	22.25	22.25	<input type="checkbox"/>	1,361.52	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A2110-490-00-03	<input type="checkbox"/>	10.35	10.35	<input type="checkbox"/>	1,882.40	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A2250-490-00-08	<input type="checkbox"/>	70,000.13	70,000.13	<input type="checkbox"/>	413,808.72	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A2280-490-00-08	<input type="checkbox"/>	39,338.00	39,338.00	<input type="checkbox"/>	40,362.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
A5540-490-00-01	<input type="checkbox"/>	15,984.50	3,983.20	<input type="checkbox"/>	0.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	-12,011.30
A5540-490-00-02	<input type="checkbox"/>	4,074.50	4,074.50	<input type="checkbox"/>	5,876.50	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	5,664.00
A5540-490-00-03	<input type="checkbox"/>	1,915.50	1,915.50	<input type="checkbox"/>	13,820.50	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	60.00
A5540-490-00-05	<input type="checkbox"/>	295,598.21	283,934.23	<input type="checkbox"/>	0.00	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	-11,623.98
A5540-490-00-06	<input type="checkbox"/>	24,377.50	24,377.50	<input type="checkbox"/>	115,624.70	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	582.00
A5540-491-00-05	<input type="checkbox"/>	41,449.20	41,449.20	<input type="checkbox"/>	198,749.53	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	0.00
FTT2A24-212-490	<input type="checkbox"/>	1,031.00	1,031.00	<input type="checkbox"/>	1,409.58	00/00/0000	00/00/0000	0.00	0.00	Various	M&T-MultiCHK	108.42

Total Expenditure 525,026.94
 Outstanding Enc 1,026,385.45

P.O. Invoice/DM
 24-00008 Various

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
5540-490-00-01	BOCES-Field Trips HS	40,500.00	-100.00	40,400.00	52,411.30	0.00	-12,011.30
Total GENERAL FUND		40,500.00	-100.00	40,400.00	52,411.30	0.00	-12,011.30

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
5540-490-00-05	BOCES-Regular Transporta	1,186,529.00	0.00	1,186,529.00	1,198,152.98	0.00	-11,623.98
Total GENERAL FUND		1,186,529.00	0.00	1,186,529.00	1,198,152.98	0.00	-11,623.98

WESTHAMPTON BEACH UFSD

Purchase Order Status Report
Fiscal Year: 2024

Date	Order No.	Vendor Name	Order Description	Status	Budget Code	Amount	Encumbrance	Liquidated	Expended	Enc. Balance
07/01/2023	001130	EASTERN SUFFOLK BOCES		O						
07/01/2023	24-00008	PND-00008								
		001130 - EASTERN SUFFOLK BOCES								
		ES BOCES REGULAR MONTHLY BILLING								
		1310-490-00-08 R			59,504.00	59,504.00	53,242.00	53,242.00	53,242.00	6,262.00
		1480-490-00-08 R			78,140.00	78,140.00	56,721.13	56,721.13	56,721.13	21,418.87
		1621-490-05-00 R			61,564.00	61,564.00	36,294.52	36,294.52	36,294.52	25,269.48
		1680-490-00-08 R			214,662.00	214,662.00	172,459.38	172,459.38	172,459.38	42,202.62
		1981-490-00-08 R			131,078.00	131,078.00	131,078.00	131,078.00	131,078.00	0.00
		1981-490-06-08 R			52,184.00	52,184.00	52,184.00	52,184.00	52,184.00	0.00
		2010-490-00-08 R			63,948.00	63,948.00	24,183.06	24,183.06	24,183.06	39,764.94
		2070-490-00-08 R			10,000.00	10,000.00	0.00	0.00	0.00	10,000.00
		2110-490-00-01 R			7,325.00	7,325.00	5,572.32	5,572.32	5,572.32	1,752.68
		2110-490-00-02 R			4,000.00	4,000.00	2,638.48	2,638.48	2,638.48	1,361.52
		2110-490-00-03 R			5,075.00	5,075.00	3,192.60	3,192.60	3,192.60	1,882.40
		2110-490-00-08 R			39,823.00	39,823.00	8,793.30	8,793.30	8,793.30	31,029.70
		2250-490-00-08 R			860,885.00	860,885.00	447,076.28	447,076.28	447,076.28	413,808.72
		2280-490-00-08 R			395,437.00	395,437.00	355,085.00	355,085.00	355,085.00	40,352.00
		2330-490-00-08 R			4,500.00	4,500.00	4,293.00	4,293.00	4,293.00	207.00
		2330-491-00-08 R			38,285.00	38,285.00	10,568.00	10,568.00	10,568.00	27,717.00
		2610-490-00-08 R			39,440.00	39,440.00	30,280.06	30,280.06	30,280.06	9,159.94
		2630-490-00-08 R			53,289.14	53,289.14	53,289.14	53,289.14	53,289.14	0.00
		2805-490-00-05 R			12,000.00	12,000.00	8,663.40	8,663.40	8,663.40	3,336.60
		2810-490-00-05 R			2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
		2850-490-00-08 R			1,300.00	1,300.00	888.33	888.33	888.33	411.67
		2855-490-00-05 R			14,550.00	14,550.00	2,702.50	2,702.50	2,702.50	11,847.50
		5540-490-00-01 R			40,400.00	40,400.00	40,400.00	40,400.00	40,400.00	0.00
		5540-490-00-02 R			32,300.00	32,300.00	25,423.50	25,423.50	25,423.50	6,876.50
		5540-490-00-03 R			18,446.00	18,446.00	4,625.50	4,625.50	4,625.50	13,820.50
		5540-490-00-05 R			1,186,529.00	1,186,529.00	1,186,529.00	1,186,529.00	1,186,529.00	0.00
		5540-490-00-06 R			340,000.00	340,000.00	224,375.30	224,375.30	223,793.30	115,624.70
		5540-491-00-05 R			564,007.00	564,007.00	365,257.47	365,257.47	365,257.47	198,749.53
		GC-BUDG23-1625-490 R			1,083.24	1,083.24	1,083.24	1,083.24	1,083.24	0.00
		SSHC24-2253-490 R			34,397.50	34,397.50	34,297.50	34,297.50	34,297.50	100.00
		SSHT24-5540-490 R			30,206.68	30,206.68	30,206.68	30,206.68	30,206.68	0.00
		T1S124-2110-490 R			22,770.00	22,770.00	22,770.00	22,770.00	22,770.00	0.00
		TT2A24-2112-490 R			9,878.58	9,878.58	8,469.00	8,469.00	8,469.00	1,409.58
		Totals for 24-00008			4,429,007.14	4,429,007.14	3,402,641.69	3,402,641.69	3,425,694.97	1,026,365.45
		EASTERN SUFFOLK BOCES Vendor name Subtotal			4,429,007.14	4,429,007.14	3,402,641.69	3,402,641.69	3,425,694.97	1,026,365.45
		20230701 Date Subtotal			4,429,007.14	4,429,007.14	3,402,641.69	3,402,641.69	3,425,694.97	1,026,365.45

WESTHAMPTON BEACH UFSD

Purchase Order Status Report

Fiscal Year: 2024

Date	Order No. Other Ref.	Status	Vendor Name Order Description Budget Code	Amount		Encumbrance		Liquidated		Expended		Enc. Balance	
				Amount	Encumbrance	Encumbrance	Liquidated	Liquidated	Expended	Expended	Enc. Balance	Enc. Balance	
		1		4,429,007.14	4,429,007.14	4,429,007.14	3,402,641.69	3,402,641.69	3,425,694.97	3,425,694.97	1,026,365.45	1,026,365.45	
Total Purchase Orders													
Report Totals													

Selection Criteria

Criteria Name: Last Run
 Document Range: 24-00008 -
 Transaction date(s): All for this fiscal year
 Pending Orders Selected: Approved/Not Issued
 Issued Orders Selected: Open
 Show Budget Codes? Yes
 Sort by: Date/Vendor name/Date/Document
 Printed by Gwen Gaines

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

Requestor: J. Pirro

Date of Request: 7/3/2024

Budget Code to Transfer TO:

Code Number: various instructional salary codes (attached)

Code Title: Instructional Salaries

Amount to Transfer: \$ 445,142.18

Budget Code to Transfer FROM:

Code Number: various instructional salary codes (attached)

Code Title: Instructional Salaries

Reason for Transfer:

To cover instructional salary expenses in correct budget codes at year end.

Back-up attached

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

J. Pirro 7/3/2024
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

J. Pirro
Transfer Date

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

Date of BOE Approval _____

YEAR END SALARY BUDGET TRANSFERS - JUNE 30, 2024
INSTRUCTIONAL SALARIES

TO

Budget Code	Description	Amount
2110-140-00-05	Substitute Teacher Salar	138,452.25
2855-150-00-01	Instructional Sal - HS	131,156.93
2820-150-00-02	Instructional Sal - MS	66,496.00
2110-120-00-03	Instructional Sal K-3 -ES	50,655.13
2110-150-00-05	Home Tutoring Salaries	36,694.48
7142-150-00-05	Summer Academy Salaries	21,687.36
2810-150-00-03	Instructional Sal - ES	0.03
		<u>445,142.18</u>

TO

Budget Code	Description	Amount
2020-150-00-05	Instructional Sal - DW	12,283.59
2820-150-00-01	Instructional Sal - HS	56,182.65
2110-130-00-02	Instruction Sal 7-12 -MS	337,667.18
2110-123-00-03	Teacher Salaries, 4-6 -ES	39,008.76
		<u>445,142.18</u>

YEAR END SALARY BUDGET TRANSFERS - JUNE 30, 2024
NON-INSTRUCTIONAL SALARIES

TO

Budget Code	Description	Amount
1620-160-00-03	Non-Instruct Sal - DW	1,814.38
1620-168-00-05	Overtime	509.32
1621-168-00-05	Overtime	11,383.44
2110-163-00-01	Security - HS	50,071.00
2020-160-00-02	Non-Instruct Sal - MS	31,623.82
2110-162-00-03	School Monitors - ES	19,444.28
2110-162-00-01	School Monitors - HS	<u>3,828.45</u>
		116,350.99

FROM

Budget Code	Description	Amount
2020-160-00-01	Non-Instruct Sal - HS	20,895.67
2110-163-00-05	Security	23,093.55
2110-163-00-02	Security - MS	24,216.32
2110-162-00-02	School Monitors - MS	36,396.61
1621-160-00-05	Noninstructional Sal -	<u>11,748.84</u>
		116,350.99

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

Requestor: J. Pirro

Date of Request: 7/3/2024

Budget Code to Transfer TO:

Code Number: A9060.153.00.05

Code Title: Health Declination Payments

Amount to Transfer: \$ 1,410,867.00

Budget Code to Transfer FROM:

Code Number: A9060.800.00.05

Code Title: Medical Insurance

Reason for Transfer:

To fund health declination payments originally budgeted for in health insurance budget code.

Back-up attached

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

Jacqueline Piro 7/3/2024
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
9060-153-00-05	Declination Payments	0.00	0.00	0.00	1,410,866.77	0.00	-1,410,866.77
9060-800-00-05	Medical Insurance	7,898,554.00	-156,425.00	7,742,129.00	6,089,352.78	34,677.50	1,618,098.72
9060-801-00-05	Dental Insurance	234,075.00	0.00	234,075.00	224,584.83	1,525.63	7,964.54
Total GENERAL FUND		8,132,629.00	-156,425.00	7,976,204.00	7,724,804.38	36,203.13	215,196.49

Westhampton Beach Union Free School District
Building & Grounds Department

To: Carolyn Probst, Superintendent

From: Anthony Martino, Director of Facilities III

Am

Date: June 25, 2024

Re: Surplus HS Kitchen Equipment

I respectfully request the Board of Education surplus the below listed equipment as it is outdated, unrepairable, and no longer operates. The equipment will be disposed of accordingly.

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

Asset Tag #	Description	Location
000322	countertop food warmer	High School Kitchen
000991	countertop food warmer	High School Kitchen

cc: Business Office
N. Walcott, Food Service

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 28, 2024

Re: School Food Program Prices for the 2024-2025 School Year

The Westhampton Beach Child Nutrition Program currently operates under USDA's Community Eligibility Provision (CEP). CEP grants all students access to one breakfast and one lunch at no charge daily.

I respectfully request the BOE approve additional meal prices as follows:

Breakfast

- Second Meal \$2.25

Lunch

- Second Meal \$3.50
- Premium Meal (HS) \$4.50
- Premium Meal (MS) \$3.75
- Adult Meal \$5.50 (+tax)

Milk purchase separately, \$.50 a pint.

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

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

Consultant Services Contract

This Agreement is entered into this ___ 1st ___ day of ___ July ___, 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 **Nourish by Norah, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of ___ **104 Quaker Lane, Bolton, MA 01740** ___.

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: \$140.00/hr.

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.

Nourish by Norah, LLC
104 Quaker Lane
Bolton, MA 01740

WESTHAMPTON BEACH UFSD

By: *Norah Benincasa Gnsorreff, LCSW*

By: _____

Print Name: *Norah Benincasa Gnsorreff*

Print Name: _____

Title: *Nourish By Norah*
Clinical Social Worker

Title: President, Board of Education

Date: *6-25-24*

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Nourish by Norah, LLC

Supplemental Agreement dated this 1st day of July , 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Nourish by Norah, LLC** (the "Contractor") located at **104 Quaker Lane, Bolton, MA 01740**.

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.

Nourish by Norah, LLC
104 Quaker Lane
Bolton, MA 01740

By: *Norah Benincasa (Trisoneff, LCSW)*

Print Name: *Norah Benincasa (Trisoneff, LCSW)*

Title: *Clinical social worker*

Date: *6/28/24*

WESTHAMPTON BEACH UFSD

By: _____

Print Name: _____

Title: President, Board of Education

Date: _____

THE VILLAGE OF WESTHAMPTON BEACH
AND
THE WESTHAMPTON BEACH SCHOOL DISTRICT

SCHOOL RESOURCE OFFICER PROGRAM
MUNICIPAL COOPERATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2024, by and between the Village of Westhampton Beach (the “Village”) and the Westhampton Beach School District (the “School”).

RECITALS

The Village and the School desire to implement a School Resource Officer Program (the “SRO Program”) to promote safety and education, and establish a positive police presence within the schools while furthering the principles and philosophies of community policing directly into the school environment. The SRO Program is designed to encourage working relationships between the police, the schools, and the students, and to provide school administrators and staff with law enforcement resources and expertise in order to maintain safety, order and discipline in the school environment.

NOW, THEREFORE, in consideration of the agreements herein contained, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term and Termination: The term of this Agreement shall be for a one-year period beginning on September 1, 2024 and ending on June 30, 2025. Either party may elect to terminate this Agreement by giving thirty (30) days prior written notice to the other party.
2. Cost Sharing: The School agrees to partially fund the cost to the Village for the School Resource Officer and will pay the Village \$100,930.95 per year, representing 180 days of a Step 4 police officer’s annual salary. The amount of \$50,465.47 shall be due and payable by the School to the Village on or before September 1, 2024, and a second payment in the amount of \$50,465.47 shall be due and payable by the School to the Village on or before February 1, 2025. A School Resource Officer shall be present during the 180 days of the school year. The designated School Resource Officer shall endeavor to coordinate his/her vacation time with the school’s schedule. If, however, the designated School Resource Officer takes vacation, personal, comp time or sick leave during the 180 days of the school year, the Village will use its best efforts to either (a) provide a replacement School Resource Officer or (b) schedule a patrol officer or officers to conduct a walkthrough of each school building at least once per day, at no additional charge to the School. If neither of these options is available to the Village, and the vacation, personal, comp time or sick leave extends more than one (1) day, the Village agrees to provide the School with a per diem credit for each such vacation or sick day that the SRO is absent. In the event such

vacation or sick leave shall exceed five (5) consecutive days, the Village and the School agree to discuss the terms of this Agreement.

3. Obligations of the Village: During the term of the Agreement, the Village hereby covenants and agrees to the following:
 - a. The Village agrees to assign one police officer to work in the Westhampton Beach School District as a School Resource Officer (“SRO”) during the regular school year primarily during the hours between 7:00am and 3:00pm. The District includes the High School, Middle School and Elementary School. It is understood that the SRO is under the supervision and control of the Village’s Chief of Police and may be directed to provide non-SRO services during regular school hours for required departmental training, and if emergency circumstances exist in accordance with subparagraph “d” below. It is understood that the term “emergency circumstances” as used in this Agreement shall not include employing the School Resource Officer to fill in for other police officers to provide routine police services during periods of short staffing at the police department. If the SRO is directed to provide non-SRO services during regular school hours, the Chief of Police or his designee will notify the Superintendent of Schools of the reassignment as soon as practicable.
 - b. The Village will attend meetings with the School to further the goal of the SRO Program (“partnership meetings”) and participate in information sharing as legally permitted, problem-solving, evaluation and data collection processes, as agreed to with the School.
 - c. The SRO will:
 1. assist the School in patrolling the school perimeter, in mentoring students and in investigations,
 2. maintain a visible presence on campus and provide other support to the school as determined collaboratively between the Village and the School,
 3. develop crime prevention programs, conduct security inspections and make recommendations to school administration to deter criminal or delinquent activities,
 4. assist school administrators in emergency crisis planning and building security matters, work with the School on drills and exercises, and provide training for school staff and security personnel in handling crisis situations,
 5. develop and implement classes in law related education to support the educational efforts of the faculty, and
 6. improve security protocols, coordinate updates to the response plan for an active shooter event, and be a point person when there are concerns about a student.
 - d. Notwithstanding the services referred to in “c” above, the School acknowledges that the SRO is a police officer under the supervision and control of the Village’s Chief of Police and, as a result, the exclusive authority to direct the

SRO is vested in the Chief of Police and those police officers with supervisory authority.

4. Obligations of the School: During the term of this Agreement, the School hereby covenants and agrees to the following:
 - a. Each school in the District will designate a liaison to work with the SRO and maintain ongoing communication,
 - b. Facilitate the integration of the SRO into the school community,
 - c. Share information as permitted by law,
 - d. Provide information regarding school events,
 - e. Provide a master key to each school and the alarm code, to be used only in the event of an emergency,
 - f. Provide an office space area for the SRO,
 - g. Provide support and resources to facilitate the success of the SRO Program,
 - h. Attend partnership meetings and participate in information sharing, problem solving, evaluation, and data collection processes, as agreed to on a case by case basis, and
 - i. Fully collaborate and assist the Police Department in any undertakings associated with the tactical planning, drills, joint exercises and training for what is commonly known as “active shooter” protocols.

5. Supplemental Services of SRO: The School may request the Village to provide additional SRO services for evening or weekend events such as parent-teacher meetings, Back-to-School Nights, Open Houses, etc. The Village will use its best efforts to provide these requested services by the SRO. The School shall reimburse the Village for the actual cost of such additional SRO services.

6. Relationship of the Parties:
 - A. Reimbursement to the Village in exchange for staffing the SRO Program does not constitute employment of the officer, and no special relationship is created or established with the School, or its officers, employees or successors, or with any third party as a result of the Agreement. Further, nothing in this Agreement is intended to or shall in any manner affect or limit the privileges or immunities or other protections accorded to the Village or its employees under federal, state or local law.
 - B. Nothing in this Agreement is intended to, nor shall it, shift to the Village any legal responsibilities, if any, that the School may have to the public or to others present on its premises.
 - C. Neither party nor any of the party’s agents are or shall be considered to be agents of the other in connection with the performance of any obligation under the Agreement.
 - D. The School District is not for any purpose to be considered a joint employer of the SRO.

E. The Village will consult with the School and receive input into the selection of any replacement School Resource Officer.

7. Notices: All notices by either party to the other will be in writing and will be deemed given and served upon the party if delivered personally or three (3) days after depositing in the US mail addressed as follows:

Village: Village of Westhampton Beach
Attn: Village Clerk
165 Mill Road
Westhampton Beach, New York 11978

School: Westhampton Beach School District
Attn: Superintendent of Schools
340 Mill Road
Westhampton Beach, New York 11978

8. Authority: The parties each warrant and represent to the other that they have the full legal authority to enter into this Agreement.
9. Entire Agreement: This Agreement sets forth the entire agreement between the parties and any modifications must be in writing signed by the parties.
10. Board Ratification: This Agreement is subject to ratification by the Westhampton Beach Village Board of Trustees and the Westhampton Beach Board of Education.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Village of Westhampton Beach

Westhampton Beach School District

Mayor

Superintendent

Deputy Mayor

School Board President



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

July 8, 2024

A - CERTIFIED STAFF

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

1. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
*Sarah Fabian	Teaching Assistant	Teaching Assistant	Middle School	\$25,000	9/3/24	8/31/28

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Taylor Labate	Special Education ESY Services	\$50.22/hour	7/8/24 - 8/16/24

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

NAME	POSITION	EFFECTIVE DATE	REASON
Kathleen Ciancio	MS FACS Teacher	11/15/24 - 1/30/25	Request for Childcare Leave of Absence
Jennifer Wagner	ES Elementary Education Teacher	6/30/24	Excessed: Declined involuntary Reduction of Elementary Education Teaching Position
Jacqueline Cerone	MS Special Education Teacher	6/30/24	Resignation

4. Appointment of Substitutes

5.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teachers for the 2024-2025 school year at the Rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Elaine Kelsey	HS Permanent Substitute 9/30/24 - 6/6/25	\$160/day
	Per Diem Substitute Teacher	\$140/day
Allan Labbe	HS Permanent Substitute 9/30/24 - 6/6/25	\$160/day
	Per Diem Substitute Teacher	\$140/day
Barbara Mims	HS Permanent Substitute 9/30/24 - 6/6/25	\$160/day
	Per Diem Substitute Teacher	\$140/day
Bernadette Ryan	HS Permanent Substitute 9/30/24 - 6/6/25	\$160/day
	Per Diem Substitute Teacher	\$140/day

Santo Saguto	HS Permanent Substitute 9/30/24 - 6/6/25	\$160/day
	Per Diem Substitute Teacher	\$140/day
Emily Behr	Per Diem Substitute Teacher	\$140/day
Tara Bonawandt	Per Diem Substitute Teacher	\$140/day
Erica DeMartino	Per Diem Substitute Teacher	\$140/day
Kelli Fitter	Per Diem Substitute Teacher	\$140/day
Kristin Gray	Per Diem Substitute Teacher	\$140/day
Deborah LoGelfo	Per Diem Substitute Teacher	\$140/day
Madison Mannix	Per Diem Substitute Teacher	\$140/day
James Schulz	Per Diem Substitute Teacher	\$140/day
Gabriella Thomasch	Per Diem Substitute Teacher	\$140/day
Catharine Nobiletti	Proctor	\$140/day
Dale Quinn	Proctor	\$140/day
Susan Rosenberg	Proctor	\$140/day

NEW APPOINTMENT LANGUAGE

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

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

Date Submitted to the Board of Education: _____

B - CIVIL SERVICE STAFF

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

1. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATES
Katherine Fibkins	Account Clerk	Step 19, \$76,091 (prorated)	8/1/24

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

NAME	POSITION	EFFECTIVE DATE	REASON
Katherine Fibkins	Senior Office Assistant	7/31/24	Resignation
Jacquelyn DeCicco	ES Teacher Aide	8/28/24	Resignation
Tara Mahon	ES Monitor	6/30/24	Resignation

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2024-2025 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Gretchen Jellett	Home Tutor	\$30/hour
General Education Teachers (District Employees)	Home Tutors	\$50.22/hour
Special Education Teachers (District Employees)	Home Tutors	\$50.22/hour
All District Teaching/Professional Staff	MS After School Detention Program	\$25/hour
All District Teaching/Professional Staff	ES RISE After School Instruction Support K-5 Staff	\$50.22/hour
All District Teaching/Professional Staff	ES ENL Homework, Extended Day Program	\$50.22/hour
All District Teaching/Professional Staff	MS WIN Academy and ENL Academy	\$50.22/hour
Zachary Arrasate	Uncertified Per Diem Substitute Teacher	\$125/day
Kimberly Caceci	Uncertified Per Diem Substitute Teacher	\$125/day
Chloe Franza	Uncertified Per Diem Substitute Teacher	\$125/day
Justin Fren	Uncertified Per Diem Substitute Teacher	\$125/day
Emily Ingraffia	Uncertified Per Diem Substitute Teacher	\$125/day
Perry Jacobs	Uncertified Per Diem Substitute Teacher	\$125/day
William Ponce	Uncertified Per Diem Substitute Teacher	\$125/day

Date Submitted to the Board of Education: _____

The Superintendent of Schools Recommends Appointment of the Following
2024-2025 Volunteer Coaching Staff

NAME	SCHOOL	SPORT
Brooke Heggens	High School	Football Cheer - Varsity Assistant

Date Submitted to the Board of Education: _____

**The Superintendent of Schools Recommends Appointment of the Following
2024-2025 Coaching Staff**

NAME	SCHOOL	SPORT	SALARY
Alexa Bennett-Rosman	High School	Football Cheer - Varsity	\$4,638.78
John Broich	High School	Girls Cross Country - Varsity	\$6,003.08
Hannah Martin	High School	Boys Cross Country - Varsity	\$5,655.32
Michael O'Hare	Middle School	Boys/Girls Cross Country - MS	\$4,311.03
Bryan Schaumlöffel	High School	Football - Varsity	\$8,947.40
Mark Johnson	High School	Football - Varsity Assistant	\$7,089.96
Cole Magner	High School	Football - Varsity Assistant	\$7,089.96
Jesse O'Neill	High School	Football - Varsity Assistant	\$6,875.96
Jeffrey Doroski	High School	Football - JV	\$6,380.98
Drew Peters	High School	Football - JV	\$6,573.58
Joseph Mensch	High School	Football - JV	\$6,380.98
Sean Montpetit	Middle School	Football - MS	\$4,428.77
Cole Malsky	Middle School	Football - MS	\$4,193.37
Asa Grunenwald	Middle School	Football - MS	\$4,311.03
Alfred Musumeci	High School	Golf - Varsity	\$5,934.51
Terrence Moran	High School	Golf - JV	\$4,747.60
Randall Lein	High School	Boys Soccer - Varsity	\$7,259.03
Alexandra Ehrhart	High School	Boys Soccer - Varsity Assistant	\$5,943.40
John Paga	High School	Boys Soccer - JV	\$5,500.76
Shaun Johnson	Middle School	Boys Soccer - MS	\$4,193.37
Erika Habersaat	High School	Girls Soccer - Varsity	\$7,259.03
Jaclyn Olivotti	High School	Girls Soccer - Varsity Assistant	\$5,943.40
Maryann Higgins	Middle School	Girls Soccer - MS	\$4,193.37
Matthew Reed	High School	Girls Tennis - Varsity	\$6,446.19
Korey Williams	High School	Girls Tennis - JV	\$5,021.47
Carrie Bender	Middle School	Girls Tennis - MS	\$4,193.37

Joshua Tuttle	High School	Boys Volleyball - Varsity	\$7,058.42
Jacqueline Intravaia	High School	Boys Volleyball - Varsity Assistant	\$6,291.18
Kyle Allen-Morabito	High School	Boys Volleyball - JV	\$5,156.95
Sarah Fabian	High School	Girls Volleyball - Varsity	\$6,857.76
Alexandra Chierichella	High School	Girls Volleyball - JV	\$5,156.95
Scott Leogrande	xxx	Athletic Trainer	\$42.55/hour
Dana Hoyt	xxx	Equipment Manager	\$6,118.47

Date Submitted to the Board of Education: _____