

TYPE: Board Meeting

DATE: 8/19/2024 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

- 1. Call to Order Info

2. PLEDGE OF ALLEGIANCE

- 1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

5. MINUTES

- 1. Approval of Minutes of the July 8, 2024 Reorganizational Meeting Action

6. SPECIAL EDUCATION

- 1. Approval of CSE recommendations from the following meeting dates: 6/13, 7/1, 7/8, 7/10, 8/6, 8/12 and CPSE 7/9, 7/15 and 7/18. Action

7. FINANCIALS

- 1. Audited and Paid Claims 0202-0015 Action
- 2. Extraclass Activities ES, MS, HS May-June 2024 Action
- 3. Monthly Treasurers Reports - June 2024 Action

8. SUPERINTENDENT'S REPORT

- 1. Designation of Signatory for State Reports Action
- 2. Approval of Laptop Financing Action
- 3. Approval of two individual Teaching Assistant Memorandums of Salaries and Benefits Action
- 4. Approval of Individual Student Tuition Contracts for the 24-25 school year. Action
- 5. Resolution authorizing the execution of instruction contracts with three (3) sending districts (SA-10 form) Action
- 6. Budget Transfers Action
- 7. Approval of Cesspool Service Contract for the 24-25 school year. Action
- 8. Approval of Addendum to Metro Therapy Agreement Action
- 9. Approval of One (1) Bid Award and One (1) Bid Extension Action
- 10. Approval of Two (2) RFP Awards Action
- 11. Approval of four (4) Consultant Services Contracts Action
- 12. Transportation Contracts 24-25 Action
- 13. Approval of Educational Software Consultant Agreements Action
- 14. Approval of Federal Grants 611 and 619 Action
- 15. Approval of AS-7 ESBOCES Shared Services 23-24 Action
- 16. Approval of Teacher Center Instructor Contract Action
- 17. Approval of Donation Action

9. PERSONNEL

1.	Retirement/HS Custodial Worker I	Action
2.	Resignation/ES Custodial Worker I	Action
3.	Resignation/HS Cook	Action
4.	Resignation/Coaching Staff	Action
5.	Resignation/Coaching Staff	Action
6.	Resignation/MS Teacher Aide	Action
7.	Resignation/HS Foreign Language Teacher	Action
8.	Resignation/Food Service Worker	Action
9.	Resignation/Assistant Cook	Action
10.	Appointment/HS Music Teacher	Action
11.	Appointment/HS Special Education Teacher	Action
12.	Appointment/HS 0.8 FTE Social Studies Teacher	Action
13.	Appointment/HS 0.6 FTE Physical Education Teacher, 0.4 FTE Permanent Substitute Teacher	Action
14.	Appointment/ES 0.4 FTE Reading-RTI Teacher, PT Title I Teacher, Permanent Substitute Teacher	Action
15.	Appointment/MS Spanish Leave Replacement Teacher	Action
16.	Appointment/HS Teaching Assistant	Action
17.	Appointment/ES Title I Teacher	Action
18.	Appointment/HS Additional Sections	Action
19.	Appointment/MS Additional Sections	Action
20.	Appointment/MS Team Leaders	Action
21.	Appointment/Chemical Hygiene Officer	Action
22.	Appointment/Services for Students with Disabilities (SSD) Coordinator	Action
23.	Appointment/ES Senior Office Assistant - Permanent	Action
24.	Appointment/HS Senior Office Assistant - Permanent	Action
25.	Appointment/Cook	Action
26.	Appointment/Assistant Cook	Action
27.	Appointment/Coaching Recommendation	Action
28.	Appointment/Volunteer Coaches	Action
29.	Appointment/MS Permanent Substitute Teachers	Action
30.	Appointment/ES Permanent Substitute Teachers	Action
31.	Appointment/Substitutes	Action
32.	Appointment/ES Teacher Aide	Action
33.	Appointment/MS Teacher Aide	Action
34.	Appointment/HS Driver Education Teacher	Action

4. PUBLIC PARTICIPATION

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

1.	Postings	Info
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11. OLD BUSINESS

12. NEW BUSINESS

- 1. Board Policy 5300 (Code of Conduct) - Public Hearing and First Reading of Revised Policy Action

13. EXECUTIVE SESSION

- 1. Executive Session Action

14. ADJOURNMENT

- 1. Adjournment Action

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



Minutes of Regular Board of Education Meeting
High School Library
Monday, July 8, 2024 (7:00 PM)

Board of Education members present: Ms. Elizabeth T. Lanni-Hewitt, Ms. Heather A. Wright, Ms. Dawn Arrasate, Mr. Daniel A. Bennett, Mr. Ryan M. Fay, Ms. Jennifer Neumaier, Mr. Halsey C. Stevens.

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; and 5 attendees.

The meeting was called to order by Ms. Rheume, District Clerk at 7:00 p.m.

The Pledge of Allegiance was conducted.

Ms. Rheume read the Board Membership for the 2024-25 school year:

<u>Membership</u>	<u>Term Expiration</u>
Dawn Arrasate	2025
Elizabeth T. Lanni-Hewitt	2025
Halsey C. Stevens	2026
Heather A. Wright	2026
Daniel A. Bennett	2027
Ryan M. Fay	2027
Jennifer Neumaier	2027

Ms. Rheume administered the oath of office to newly elected Board Members: Daniel Bennett, Ryan Fay and Jennifer Neumaier.

ELECTION OF PRESIDENT

Ms. Arrasate nominated Ms. Elizabeth T. Lanni-Hewitt for the position of President of the Board of Education for the Westhampton Beach Union Free School District for the 2024/25 school year.

Vote: Yes 7 No 0

The Oath of Office was administered to Ms. Lanni-Hewitt as President of the Board of Education of the Westhampton Beach Union Free School District for the 2024/25 school year.

ELECTION OF VICE PRESIDENT

Ms. Neumaier nominated Ms. Heather A. Wright for the position of Vice President of the Board of Education for the Westhampton Beach Union Free School District for the 2024/25 school year.

Vote: Yes 7 No 0

The Oath of Office was administered to Ms. Wright as Vice President of the Board of Education of the Westhampton Beach Union Free School District for the 2024/25 school year.

The meeting was turned over to the President, Ms. Lanni-Hewitt.

DISTRICT CLERK APPOINTMENT

On motion of Ms. Wright, second by Ms. Arrasate, the appointment of Lisa Rheaume as the District Clerk for the 2024/25 school year at a stipend of \$8930, to be and hereby is approved.

Vote: Yes 7 No 0

The Oath of Office was administered to Ms. Rheaume as District Clerk of the Westhampton Beach Union Free School District for the 2024/25 school year.

APPOINTMENTS FOR THE 2024/25 SCHOOL YEAR

2. District Treasurer – MaryAnn Milton
3. Deputy Treasurer – Jacqueline Pirro - \$3,824 stipend
4. District Architect – John A. Grillo (JAG) P.C. (fees as submitted)
5. School Physician – Peconic Bay Medical Group - (fees as submitted)
6. School Insurance Broker – New York State Insurance Reciprocal (fees as submitted)
7. Purchasing Agent – Jacqueline Pirro
8. Alternate Purchasing Agent – Carolyn Probst
9. Claims Auditor – Paul Eglevsky – \$60/hr. - not to exceed \$7,500 (as submitted)
10. Auditor & Treasurer of High School Extra Classroom Activity Funds - Middle School Principal, Charisse Miller and Evelyn Overton, High School Guidance Secretary
11. Auditor & Treasurer of Middle School Extra Classroom Activity Funds - Elementary School Principal, Jerry Garritano and Laura Manopella, Middle School Secretary
12. Auditor & Treasurer of Elementary Extra Classroom Activity Funds - High School Principal, Chris Herr and Laura Hansen, Elementary School Secretary
13. Health & Safety Officer – Anthony Martino
14. Prevailing Wage Officer – Anthony Martino
15. Asbestos Compliance Officer – Anthony Martino
16. Public Access Officer – Lisa Rheaume
17. Records Management Clerk – Evelyn Overton - \$3,824 stipend
18. Records Management Officer – William Fisher
19. District Wide Emergency Coordinator – Carolyn Probst
20. Section 504 Hearing Officer – William Fisher
21. Designated Education Official as per Project Save Legislation – Chris Herr
22. Title II, Title VI, and Title IX Compliance Officer – William Fisher
23. Financial Software Systems Administrators – Jacqueline Pirro & William Fisher
24. Dignity for All Students (DASA) Coordinator – Rob Finn
25. Data Protection Officer – William Fisher
26. Legal Counsel - Volz & Vigliotta, PLLC
27. Accounting Services - Keeping Your Books, Annette Savino
28. Student Accident Insurance - Pupil Benefits Plan, Inc.

Vote: Yes 7 No 0

ENABLING RESOLUTIONS FOR THE 2024-25 SCHOOL YEAR

ADOPTION OF 2024-25 BOARD MEETING DATES

On motion of Ms. Arrasate, second by Ms. Wright, the following designation of Regular Monthly Board of Education meetings, to be and are hereby approved. Regular Meetings are held on the first and third Mondays of the month (unless otherwise noted).

July 8, 2024
August 19, 2024
September 16, 2024
October 7, 2024 and October 21, 2024
November 4, 2024 and November 18, 2024
December 9, 2024
January 13, 2025
February 3, 2025 and February 24, 2025
March 10, 2025 and March 24, 2025
April 7, 2025 and April 28, 2025
May 12, 2025
June 9, 2025 and June 23, 2025

Vote: Yes 7 No 0

OFFICIAL NEWSPAPERS

On motion of Ms. Arrasate, second by Mr. Fay, the following designated official district newspapers, to be and are hereby approved:

The Southampton Press (Western Edition) & Long Island Business News

Vote: Yes 7 No 0

SIGNATORY FOR FEDERAL FUNDS

On motion of Ms. Arrasate, second by Mr. Stevens, the resolution designating the signatory for federal funds to the Superintendent of Schools, to be and is hereby approved.

Vote: Yes 7 No 0

AUTHORITY TO CERTIFY PAYROLLS

On motion of Ms. Wright, second by Mr. Stevens, the resolution granting authority to certify payrolls to the Superintendent of Schools or her designees, to be and is hereby approved.

Vote: Yes 7 No 0

BONDING OF DISTRICT TREASURER & DEPUTY TREASURER

On motion of Ms. Arrasate, second by Mr. Stevens, the resolution to grant bonding of District Treasurer and Deputy Treasurer (\$1,000,000 each - Travelers Casualty & Surety Co. of America) to be and is hereby approved.

Vote: Yes 7 No 0

PUBLIC OFFICERS AND ENTITIES

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to re-adopt the resolution indemnifying public officers and employees of public entities, to be and is hereby accepted.

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District adopts the provisions of § 18 of the Public Officers Law so as to provide under its terms, the indemnifications permitted to be afforded members of the Board of Education, as well as District Officers and Employees.

Vote: Yes 7 No 0

PROFESSIONAL ORGANIZATIONS

On motion of Mr. Stevens, second by Ms. Wright, the approval for Board and District Memberships in the following professional organizations to be, and are hereby approved:

National School Board (NSBA), New York State School Boards Association (NYSSBA), New York State Council of School Superintendents (NYSCOSS), American Association of School Administrators (AASA), New York State Association for Women in Administration (NYSAWA), Association of School Business Officials of New York (ASBO)

Vote: Yes 7 No 0

AUTHORIZED BANK ACCOUNTS

On motion of Ms. Wright, second by Mr. Stevens, the authorized district bank accounts to be M&T and NYCLASS as submitted, to be and are hereby accepted.

Vote: Yes 7 No 0

FUNDING OF CAFETERIA CASH REGISTERS

On motion of Ms. Arrasate, second by Mr. Stevens, the 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 as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

MILEAGE RATE

On motion of Mr. Stevens, second by Ms. Arraste, the mileage reimbursement rate issued by the Internal Revenue Service to be and is hereby approved.

Vote: Yes 7 No 0

PETTY CASH

On motion of Ms. Wright, second by Mr. Stevens, the designation of petty cash as submitted to be and is hereby approved.

Vote: Yes 7 No 0

APPROVAL OF MINUTES

On motion of Mr. Stevens, second by Ms. Arrasate, the minutes of the June 17, 2024 board meeting, to be and are hereby approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

On motion of Ms. Arrasate, second by Mr. Stevens, 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 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, to be and hereby are approved.

Vote: Yes 7 No 0

IMPARTIAL HEARING OFFICERS

On motion of Ms. Wright, second by Mr. Fay, the following resolution recommending appointment of Impartial Hearing Officers for the 2024/25 school year, to be and hereby is adopted:

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.

Vote: Yes 7 No 0

CSE / CPSE MEMBERS

On motion of Ms. Neumaier, second by Mr. Stevens, the appointment of members of the Committee on Special Education, Committee on Preschool Special Education and Parent Representatives for the 2024/25 school year, to be and is hereby approved.

Vote: Yes 7 No 0

COMMITTEE MEMBERS

On motion of Ms. Arrasate, second by Mr. Fay, the appointment of Elizabeth Lanni-Hewitt and Heather Wright to serve as a Networking Council Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Mr. Fay, the appointment of Dawn Arrasate, Heather Wright and Elizabeth Lanni-Hewitt to serve as Audit Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Ms. Neumaier, second by Ms. Arrasate, the appointment of Daniel Bennett, Jennifer Neumaier and Elizabeth Lanni-Hewitt to serve as Policy Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of Ryan Fay, Daniel Bennett and Heather Wright to serve as Guidance Advisory Board Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Bennett, second by Ms. Wright, the appointment of Dawn Arrasate, Jennifer Neumaier and Halsey Stevens to serve as Business Advisory Board Members, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Mr. Stevens, the appointment of Daniel Bennett, Ryan Fay and Dawn Arrasate to serve as Facilities Committee Members, to be and hereby is approved.

Vote: Yes 7 No 0

RE-ADOPTION OF EXISTING BOARD POLICIES

On motion of Mr. Stevens, second by Ms. Arrasate, the re-adoption of existing Board Policies, to be and hereby is approved.

Vote: Yes 7 No 0

AUTHORIZATIONS

On motion of Ms. Wright, second by Mr. Stevens, the following resolution authorizing the Superintendent of Schools to act as follows, to be and hereby is adopted:

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District authorizes the Superintendent of Schools to confirm personnel appointments over the summer prior to Board of Education meetings.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Neumaier, the following resolution authorizing the Board of Education President to act as follows, to be and hereby is adopted:

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District authorizes the Board of Education President to act in an emergency as its designee should the need arise to appoint a hearing officer.

Vote: Yes 7 No 0

STIPULATION AGREEMENT

On motion of Mr. Stevens, second by Ms. Arrasate, the stipulation agreement regarding a matter known to the board, to be and is hereby approved.

Vote: Yes 7 No 0

IMPARTIAL HEARING OFFICER APPOINTMENT

On motion of Ms. Arrasate, second by Mr. Stevens, the following resolution to appoint an Impartial Hearing Officer, to be and is hereby approved.

RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District, pursuant to the Regulations of the Commissioner of Education, hereby appoints Impartial Hearing Officer James Walsh to preside over a special education impartial hearing pursuant to a demand for such hearing.

Vote: Yes 7 No 0

HOME TUTORING AGENCY AGREEMENTS

On motion of Ms. Neumaier, second by Mr. Stevens, the approval of four (4) home tutoring agency agreements for the 2024/25 school year as follows, to be and are hereby approved.

- Education at Mather
- Hope for Youth
- Imagine Learning LLC
- St. James Tutoring, Inc.

Vote: Yes 7 No 0

CONSULTANT AGREEMENTS

On motion of Ms. Wright, second by Ms. Arrasate, the approval of four (4) consultant agreements for the 2024/25 school year as follows, to be and are hereby approved.

- DataClassroom, Inc
- EducAide Software
- Generation Genius, Inc.
- Screencastify, LLC

Vote: Yes 7 No 0

ADVANCED IMAGING SYSTEMS

On motion of Ms. Arrasate, second by Ms. Neumaier, the service agreement with Advanced Imaging Systems for the 2024/25 school year as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

BUDGET TRANSFERS

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

1.

From	To	Amount
A5540-491-00-05	A5540-490-00-01	\$20,000

2.

From	To	Amount
A5540-491-00-05	A5540-490-00-05	\$80,000
A2250-490-00-08	A5540-490-00-05	\$245,000
Total Transfer		\$325,000

3.

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
		445,142.18

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
		445,142.18

4.

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	3,828.45
		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 - DW	11,748.84
		116,350.99

5.

From	To	Amount
A9060-800-00-05	A9060-153-00-05	\$1,410,867

Vote: Yes 7 No 0

DISPOSAL OF SURPLUS KITCHEN EQUIPMENT

On motion of Mr. Stevens, second by Mr. Bennett, the recommendation to dispose of surplus kitchen equipment listed below, is hereby accepted.

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

Vote: Yes 7 No 0

MEAL PRICES

On motion of Mr. Stevens, second by Ms. Wright, the school meals prices for the 2024/25 school year, to be and hereby are approved as follows:

Breakfast	\$2.25
Lunch	\$3.50
HS Premium Meal	\$4.50
MS Premium Meal	\$3.75
Milk	\$.50

Vote: Yes 7 No 0

CONSULTANT SERVICES CONTRACT

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve a consultant services contract with Nourish by Norah, LLC for the 2024/25 school year as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

SRO AGREEMENT

On motion of Ms. Arrasate, second by Mr. Stevens, the resolution authorizing the execution of an SRO agreement with the Village of Westhampton Beach for the 2024/25 school year, to be and is hereby adopted.

Vote: Yes 7 No 0

JACQUELINE CERONE

On motion of Mr. Stevens, second by Ms. Arrasate, the resignation of Jacqueline Cerone from her position as a Middle School Special Education Teacher, effective June 30, 2024, is hereby approved.

Vote: Yes 7 No 0

MS WIN ACADEMY/ENL ACADEMY STAFF

On motion of Ms. Wright, second by Mr. Stevens, the recommendation that all district teaching/professional staff shall be eligible to work in the Middle School WIN Academy and ENL Academy for the 2024/25 school year, at an hourly rate of \$50.22/hour, to be and is hereby approved.

Vote: Yes 7 No 0

ES RISE AFTER SCHOOL INSTRUCTIONAL STAFF

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation that all district teaching/professional staff shall be eligible to work the Elementary School RISE After School Instructional Support K-5 Program for the 2024/25 school year, at an hourly rate of \$50.22/hour, to be and is hereby approved.

Vote: Yes 7 No 0

ES ENL HOMEWORK/EXTENDED DAY PROGRAM STAFF

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation that all district teaching/professional staff shall be eligible to work the Elementary School ENL Homework/Extended Day Program for the 2024/25 school year, at an hourly rate of \$50.22/hour, to be and is hereby approved.

Vote: Yes 7 No 0

MS AFTER SCHOOL DETENTION PROGRAM STAFF

On motion of Mr. Stevens second by Ms. Wright, the recommendation that all district teaching/professional staff shall be eligible to work in the Middle School After School Detention Program for the 2024/25 school year, at an hourly rate of \$25/hour, to be and is hereby approved.

Vote: Yes 7 No 0

DECLINATION OF POSITION

On motion of Mr. Stevens, second by Ms. Wright, the declination of Jennifer Wagner’s involuntary reduction of her Elementary Education teaching position as submitted, to be and is hereby approved. She will remain on the Preferred Eligible List and will be eligible for recall accordingly.

Vote: Yes 7 No 0

KATHLEEN CIANCIO

On motion of Ms. Neumaier, second by Mr. Stevens, Kathleen Ciancio’s request for childcare leave of absence from her teaching position beginning on or about November 15, 2024 through January 30, 2025, returning to her teaching position on January 31, 2025, to be and is hereby approved.

Vote: Yes 7 No 0

COACHING APPOINTMENTS

On motion of Mr. Stevens, second by Ms. Arrasate, the following coaching appointments for the 2024/25 school year, as submitted, to be and hereby are approved:

SPORT	LEVEL	COACH	STEP	SALARY
FOOTBALL CHEER	Var	Alexa Bennet-Rossman	1	\$4,638.78
GIRLS X-COUNTRY	Var	Broich, John	3	\$6,003.08
BOYS X-COUNTRY	Var	Hannah Martin	1	\$5,655.32
X-COUNTRY	MS	OHare, Mike	2	\$4,311.03
FOOTBALL	Var	Schaumloffel, Bryan	3	\$8,947.40
FOOTBALL	Var Asst	Johnson, Mark	2	\$7,089.96
FOOTBALL	Var Asst	Magner, Cole	2	\$7,089.96
FOOTBALL	Var Asst	ONeill, Jesse	1	\$6,875.96
FOOTBALL	JV	Doroski, Jeff	2	\$6,380.98
FOOTBALL	JV	Peters, Drew	3	\$6,573.58
FOOTBALL	JV	Mensch, Joe	2	\$6,380.98
FOOTBALL	MS	Montpetit, Sean	3	\$4,428.77
FOOTBALL	MS	Cole Malsky	1	\$4,193.37
FOOTBALL	MS	Grunenwald, Asa	2	\$4,311.03
GOLF	Var	Musumeci, Alfred	3	\$5,934.51
GOLF	JV	Moran, Terrence	3	\$4,747.60
BOYS SOCCER	Var	Lein, Randall	3	\$7,259.03
BOYS SOCCER	Var Asst	Ehrhart, Alexandra	1	\$5,943.40
BOYS SOCCER	JV	Paga, John	1	\$5,500.76
BOYS SOCCER	MS	Johnson, Shaun	1	\$4,193.37
GIRLS SOCCER	Var	Habersaat, Erika	3	\$7,259.03
GIRLS SOCCER	Var Asst	Olivoti, Jackie	1	\$5,943.40
GIRLS SOCCER	JV	TBD	1	\$5,500.76
GIRLS SOCCER	MS	Higgins, Maryann	1	\$4,193.37
GIRLS TENNIS	Var	Reed, Matt	1	\$6,446.19
GIRLS TENNIS	JV	Williams, Korey	3	\$5,021.47
GIRLS TENNIS	MS	Bender, Carrie	1	\$4,193.37
BOYS VOLLEYBALL	Var	Tuttle, Josh	2	\$7,058.42
BOYS VOLLEYBALL	Var Asst	Intravaia, Jackie	3	\$6,291.18
BOYS VOLLEYBALL	JV	Allen Morabito, Kyle	1	\$5,156.95
GIRLS VOLLEYBALL	Var	Fabian, Sarah	1	\$6,857.76
GIRLS VOLLEYBALL	Var Asst	TBD	1	\$5,943.40
GIRLS VOLLEYBALL	JV	Chierichella, Alexandra	1	\$5,156.95
ATHLETIC TRAINER		Leogrande, Scott		\$42.55
EQUIPMENT MGR		Hoyt, Dana		\$6,118.47

Vote: Yes 7 No 0

SUBSTITUTE APPOINTMENTS

On motion of Mr. Stevens, second by Ms. Wright, the following substitute appointments for the 2024/25 school year, as submitted, to be and hereby are approved:

Per Diem Substitute Teachers / HS Permanent Substitute Teachers (9/30/24-6/6/25):				
Elaine Kelsey	Allan Labbe	Barbara Mims	Bernadette Ryan	Santo Saguto

Per Diem Substitute Teachers:				
Emily Behr	Tara Bonawandt	Erica DeMartino	Kelli Fitter	Kristin Gray
Deborah LoGelfo	Madison Mannix	James Schulz	Gabriella Thomasch	

Uncertified Per Diem Substitute Teachers:				
Zachary Arrasate	Kimberly Caceci	Chloe Franza	Justin Fren	Emily Ingraffia
Perry Jacobs	William Ponce			

Proctors:				
Catharine Nobiletti	Dale Quinn	Susan Rosenberg		

Vote: Yes 6 No 0 Abstain 1
(Ms. Arrasate abstained)

JACQUELYN DECICCO

On motion of Mr. Stevens, second by Ms. Arrasate, the resignation of Jacquelyn DeCicco from her position as an Elementary School Teacher Aide effective August 28, 2024 as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

SARAH FABIAN

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to appoint Sarah Fabian as a Teaching Assistant assigned to the Middle School, effective September 3, 2024, with a four-year probationary period through August 31, 2028, in the tenure area of Teaching Assistant, starting salary at \$25,000/year pending certification, as submitted, and is hereby approved.

Vote: Yes 7 No 0

TAYLOR LABATE

On motion of Ms. Neumaier, second by Mr. Stevens, the recommendation to appoint Taylor Labate to provide Special Education Extended School Year (ESY) Services from July 8, 2024 through August 16, 2024 at \$50.22/hour, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

HOME TUTORS

On motion of Ms. Neumaier, second by Mr. Fay, the following home tutors appointments for the 2024/25 school year, as submitted, to be and hereby are approved:

Gretchen Jellett
General Education Teachers (District Employees)
Special Education Teachers (District Employees)

Vote: Yes 7 No 0

BROOKE HEGGERS

On motion of Ms. Neumaier, second by Ms. Wright, the recommendation to appoint Brooke Hegggers a volunteer coach for the 2024-2025 sport seasons, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

KATHERINE FIBKINS

On motion of Ms. Arrasate, second by Mr. Stevens, the resignation of Katherine Fibkins from her position as Senior Office Assistant, effective July 31, 2024, to be and is hereby approved.

On motion of Ms. Stevens, second by Ms. Neumaier, the recommendation to appoint Katherine Fibkins as Account Clerk, effective August 1, 2024, at Step 19, \$76,091 (prorated), with a twenty-six week probationary period through February 28, 2025, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

TARA MAHON

On motion of Mr. Stevens, second by Ms. Arrasate, the resignation of Tara Mahon from her position as an Elementary School Monitor, effective June 30, 2024, to be and is hereby approved.

Vote: Yes 7 No 0

PUBLIC PARTICIPATION

No comments were received.

REPORTS

Personnel postings were noted.

OLD BUSINESS
SCHOOL SAFETY PLAN

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to adopt the School Safety Plan for the 2024/25 school year, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

NEW BUSINESS

There was no New Business on the Agenda.

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Ms. Arrasate, the Board of Education convened into Executive Session at 7:31 p.m. to discuss ongoing .

Vote: Yes 7 No 0

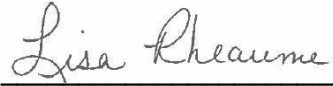
On motion of Mr. Stevens, second by Ms. Wright, the Board of Education to reconvene from Executive Session at 9:22 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Stevens, second by Ms. Wright, all business being completed, Ms. Lanni-Hewitt declared the meeting adjourned.

Vote: Yes 7 No 0

A handwritten signature in cursive script that reads "Lisa Rheume".

Lisa Rheume, District Clerk

**Memorandum of Salaries and Benefits
Teaching Assistants**

(2024/25 through 2026/27)

The following provisions are to reflect the salaries and benefits to accrue to teaching assistants during the subject four years. This memorandum is not to be construed as a *contract of employment*; rather this memorandum provides for the salaries and benefits to be provided to those teaching assistants hired as of the 2024/25 school year and during the term of their actual employment as probationary employees.

Duties: A teaching assistant provides, under the general supervision of a licensed or certified teacher, direct instructional services to students, such as working with individual students or groups, assisting students in the use of instructional resources, assisting with the development of instructional materials, assisting in related instructional work, and other duties as assigned by the principal.

Salary:	2024/25	\$27,154
	2025/26	\$27,833
	2026/27	\$28,529

Work Year: 182 instructional and conference days plus a maximum of two orientation days prior to the commencement of the school year in accordance with the annual calendar approved by the Board of Education.

Work Day: 7 hours and 15 minutes per day. Teaching assistants will be provided with one lunch period and one preparatory period per day.

Health Insurance: Teaching assistants will be provided with the same medical insurance afforded to full-time teacher aides. Teaching assistants will contribute 17.5% of the cost of the health insurance premium for individual or family coverage. Teaching assistants shall have the option of receiving a monetary payment in lieu of enrolling in the District's health insurance plan (subject to proof of health insurance coverage from another source). The payment shall be \$3,500 for individual coverage or \$7,000 for family coverage. Dental insurance will be provided in accordance with the coverage terms of the District's self-insurance program.

Sick Leave: 10 sick days annually, which may be accumulated to a total of 180 days. Upon retirement through the NYS Teachers' Retirement System, teaching assistants with twenty (20) years of service to the Westhampton Beach UFSD shall be entitled to a payment equivalent to 50% of their accumulated days (based on a maximum accumulation of 180 days). Payment is to be based on the teaching assistant's final year per diem rate of pay.

Personal Days: 3 personal days annually. Unused personal days are to be accumulated as sick days.


Bereavement Bereavement leave of up to five days will be provided in the case of the death of an immediate family member. For the purposes of this provision, immediate family member is defined as: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, and grandchild.

This memorandum reflects the full and complete recitation of salaries and benefits to be provided to teaching assistants.

Dated this 2 day of July 2024

Acknowledged by:

Carolyn E. Probst
Superintendent of Schools



Marisa DeMarco
Teaching Assistant

**Memorandum of Salaries and Benefits
Teaching Assistants**

(2024/25 through 2027/28)

The following provisions are to reflect the salaries and benefits to accrue to teaching assistants during the subject four years. This memorandum is not to be construed as a *contract of employment*; rather this memorandum provides for the salaries and benefits to be provided to those teaching assistants hired as of the 2024/25 school year and during the term of their actual employment as probationary employees.

Duties: A teaching assistant provides, under the general supervision of a licensed or certified teacher, direct instructional services to students, such as working with individual students or groups, assisting students in the use of instructional resources, assisting with the development of instructional materials, assisting in related instructional work, and other duties as assigned by the principal.

Salary:	2024/25	\$25,000
	2025/26	\$25,625
	2026/27	\$26,265
	2027/28	\$26,922

Work Year: 182 instructional and conference days plus a maximum of two orientation days prior to the commencement of the school year in accordance with the annual calendar approved by the Board of Education.

Work Day: 7 hours and 15 minutes per day. Teaching assistants will be provided with one lunch period and one preparatory period per day.

Health Insurance: Teaching assistants will be provided with the same medical insurance afforded to full-time teacher aides. Teaching assistants will contribute 17.5% of the cost of the health insurance premium for individual or family coverage. Teaching assistants shall have the option of receiving a monetary payment in lieu of enrolling in the District's health insurance plan (subject to proof of health insurance coverage from another source). The payment shall be \$3,500 for individual coverage or \$7,000 for family coverage. Dental insurance will be provided in accordance with the coverage terms of the District's self-insurance program.

Sick Leave: 10 sick days annually, which may be accumulated to a total of 180 days. Upon retirement through the NYS Teachers' Retirement System, teaching assistants with twenty (20) years of service to the Westhampton Beach UFSD shall be entitled to a payment equivalent to 50% of their accumulated days (based on a maximum accumulation of 180 days). Payment is to be based on the teaching assistant's final year per diem rate of pay.

Personal Days: 3 personal days annually. Unused personal days are to be accumulated as sick days.

Bereavement Bereavement leave of up to five days will be provided in the case of the death of an immediate family member. For the purposes of this provision, immediate family member is defined as: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, and grandchild.

This memorandum reflects the full and complete recitation of salaries and benefits to be provided to teaching assistants.

Dated this _____ day of July 2024

Acknowledged by:

Carolyn E. Probst
Superintendent of Schools



Sarah Fabian
Teaching Assistant



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK /
ALBANY, NY 12234

INSTRUCTION CONTRACT

2024-2025 School Year

SA-10 (6/24)

School District Name: East Moriches Union Free School District

(District receiving instruction services to be entered above – party of the first part).

District Code: 580234

County: Suffolk

Number of Teachers Employed in the Home School: 61

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

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

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

** Education Law, Sections 2040 through 2045.*

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

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

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



East Moriches UFSD
9 Adelaide Avenue
East Moriches, NY 11940

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

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

(Post Office Address)

¹Signatures required as follows:

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

APPROVAL OF SUPERINTENDENT

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

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

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



INSTRUCTION CONTRACT

2024-2025 School Year

SA-10 (6/24)

School District Name: East Quogue Union Free School District

(District receiving instruction services to be entered above – party of the first part).

District Code: 58091702

County: Suffolk

Number of Teachers Employed in the Home School: _____

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

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

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

* Education Law, Sections 2040 through 2045.

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

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

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



East Quogue UFSD
6 Central Avenue
East Quogue, NY 11942

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

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

(Post Office Address)

¹Signatures required as follows:

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

APPROVAL OF SUPERINTENDENT

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

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

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



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK /
ALBANY, NY 12234

INSTRUCTION CONTRACT

2024-2025 School Year

SA-10 (6/24)

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

District Code: 580901 County: Suffolk

Number of Teachers Employed in the Home School: _____

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

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

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

* Education Law, Sections 2040 through 2045.

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

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

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



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

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

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

(Post Office Address)

¹Signatures required as follows:

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

APPROVAL OF SUPERINTENDENT

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

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

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

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

Requestor: Kathy Fibkins

Date of Request: 7/18/24

Budget Code to **Transfer TO:**

Code Number: 1620-417-00-05

Code Title: Refuse Removal DW

Amount to Transfer: \$ 25,000

Budget Code to **Transfer FROM:**

Code Number: 1620-417-00-01/02/03 \$9,500/\$9,500/\$6,000

Code Title: Refuse Removal HS/MS/ES

Reason for Transfer: Pay monthly refuse removal from DW 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 7/19/2024
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: 07/17/2024
Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1620 Operation of Plant							
1620-417-00-01	Refuse Removal - HS	19,500.00	530.49	20,030.49	0.00	530.49	19,500.00
1620-417-00-02	Refuse Removal - MS	13,500.00	0.00	13,500.00	0.00	0.00	13,500.00
1620-417-00-03	Refuse Removal - ES	8,500.00	0.00	8,500.00	0.00	0.00	8,500.00
1620-417-00-05	Refuse Removal - DW	32,500.00	0.00	32,500.00	0.00	0.00	32,500.00
1620 Operation of Plant - Function Subtotal		74,000.00	530.49	74,530.49	0.00	530.49	74,000.00
Total GENERAL FUND		74,000.00	530.49	74,530.49	0.00	530.49	74,000.00

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

Requestor: MaryAnn Milton

Date of Request: 07-30-2024

Budget Code to **Transfer TO:**

Code Number: A-2110-153-00-05

Code Title: Retirement Sick Pay

Amount to Transfer: \$ 165,000.00

Budget Code to **Transfer FROM:**

Code Number: A9060-800-00-05

Code Title: Medical Insurance

Reason for Transfer:

Retirement Sick Payments for 2023-2024

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.**

 7/30/2024
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-153-00-05	Retirement Sick Pay	175,000.00	0.00	175,000.00	180,703.47	0.00	-5,703.47
Total GENERAL FUND		175,000.00	0.00	175,000.00	180,703.47	0.00	-5,703.47

\$ 14344 59

\$ 94894 98

\$ 49155 46

158395 03

+ 5703 47

\$ 164098 50

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9060-800-00-05	Medical Insurance	7,898,554.00	-1,567,292.00	6,331,262.00	6,089,352.78	0.00	241,909.22
Total GENERAL FUND		7,898,554.00	-1,567,292.00	6,331,262.00	6,089,352.78	0.00	241,909.22

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

Requestor: Gwen Gaines *G.G.*

Date of Request: 7/29/2024

Budget Code to **Transfer TO:**

Code Number: A5540-490-00-05

Code Title: BOCES Transportation - Regular Transportation

Amount to Transfer: \$ 15,000.00

Budget Code to **Transfer FROM:**

Code Number: A5540-490-00-06

Code Title: BOCES Transportation - Athletics

Reason for Transfer: Transportation for the Regents of almost \$18K drained the code. Athletics has been billed through the end of May and had no transportation in June with a remaining balance of \$35,540.20 after BOCES's 4June24 Regular Billing.

Back-up attached

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

J. P. ... 7/29/2024
Asst. Supt for Business Date

Candice Prince 8-5-24
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	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
5540-490-00-01	BOCES-Field Trips HS	19,900.00	60,400.00	58,685.30	1,714.70	0.00	0.00	0.00
5540-490-00-02	BOCES-Field Trips MS	5,564.00	37,964.00	25,423.50	6,876.50	5,664.00	0.00	5,664.00
5540-490-00-03	BOCES-Field Trips ES	-7,954.00	18,506.00	14,491.50	3,954.50	60.00	0.00	60.00
5540-490-00-05	BOCES-Regular Transporta	325,000.00	1,511,529.00	1,377,335.74	134,193.26	0.00	0.00	0.00
5540-490-00-06	BOCES-Athletics Transport	-200.00	340,000.00	262,831.80	61,586.20	15,582.00	0.00	15,582.00
Total GENERAL FUND		342,310.00	1,968,399.00	1,738,767.84	208,325.16	21,306.00	0.00	21,306.00

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

Requestor: Kathy Fibkins

Date of Request: 8/6/24

Budget Code to Transfer TO:

Code Number: 1380-400-00-05

Code Title: Fiscal Agent Fees

Amount to Transfer: \$ 1,000

Budget Code to Transfer FROM:

Code Number: 9050-800-00-05

Code Title: Unemployment Insurance

Reason for Transfer: Munistat bond borrowing fees

Back-up attached

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

 8/7/24
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1380-400-00-05	Fiscal Agent Fees	12,000.00	17,850.00	29,850.00	30,850.00	0.00	-1,000.00
Total GENERAL FUND		12,000.00	17,850.00	29,850.00	30,850.00	0.00	-1,000.00

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9050-800-00-05	Unemployment Insurance	83,300.00	0.00	83,300.00	4,420.50	0.00	78,879.50
Total GENERAL FUND		83,300.00	0.00	83,300.00	4,420.50	0.00	78,879.50

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

Requestor: Kathy Fibkins

Date of Request: 8/6/24

Budget Code to Transfer TO:

Code Number: 1325-400-00-05

Code Title: Finance Attorney Fees

Amount to Transfer: \$ 9,150

Budget Code to Transfer FROM:

Code Number: 9050-800-00-05

Code Title: Unemployment Insurance

Reason for Transfer: Hawkins Delafield bond borrowing fees

Back-up attached

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

 8/7/24
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
1325-400-00-05	Finance Attorney Fees	11,500.00	20,825.00	32,325.00	41,475.00	0.00	-9,150.00
Total GENERAL FUND		11,500.00	20,825.00	32,325.00	41,475.00	0.00	-9,150.00

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 06/30/2024

Fiscal Year: 2024

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
9050-800-00-05	Unemployment Insurance	83,300.00	0.00	83,300.00	4,420.50	0.00	78,879.50
Total GENERAL FUND		83,300.00	0.00	83,300.00	4,420.50	0.00	78,879.50

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

Requestor: Gwen Gaines

Date of Request: 8/5/2024

Budget Code to **Transfer TO:**

Code Number: A2855-490-00-05

Code Title: Athletics - BOCES Services

Amount to Transfer: \$ 15,250.00

Budget Code to **Transfer FROM:**

Code Number: A2855-400-00-05

Code Title: Athletics - Contractual

Reason for Transfer: To cover FinalForms and HUDL for the 2024-25 SY plus a bit for services such as printing

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. Pino 8/14/24
Asst. Supt for Business Date

Superintendent Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2024-25

Program/ Serial No.	Service	Basis for Current Contract			Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis				
01.405	Data Privacy & Security Service	1.0000	4,216.0000	Annual	0.00	4,216.00	0.00	4,216.00
01.440	Emergency and Notification Systems	0.0000	0.0000	Actual Usage	11,147.76	11,147.76	0.00	11,147.76
01.468	Visitor Management Systems	0.0000	0.0000	Actual Usage	1,995.55	1,995.55	0.00	1,995.55
01.470	Administrative District Platforms	0.0000	0.0000	Actual Usage	11,385.00	11,385.00	0.00	11,385.00
01.470	Hudl-Annual License Fee	0.0000	0.0000	Actual Usage	23,225.40	23,225.40	0.00	23,225.40
01.470	FinalForms	0.0000	0.0000	Actual Usage	3,737.50	3,737.50	0.00	3,737.50
01.475	Facilities Management Systems	0.0000	0.0000	Actual Usage	3,788.69	3,788.69	0.00	3,788.69
01.510	Power School	0.0000	0.0000	Actual Usage	11,758.34	11,758.34	0.00	11,758.34
01.510	PowerSchool Lic Fee>2nd yr Maint	0.0000	0.0000	Actual Usage	4,286.38	4,286.38	0.00	4,286.38
01.510	PowerSchool Power Pack License Fee	0.0000	0.0000	Actual Usage	2,406.71	2,406.71	0.00	2,406.71
01.510	PowerSchool Administrative Fee	1,843.0000	9.5200	Per Student	0.00	17,545.36	0.00	17,545.36
01.510	PowerSchool K-12 District BOCES S	0.0000	0.0000	Actual Usage	7,017.16	7,017.16	0.00	7,017.16
01.860	Northwest Evaluation Assoc.	0.0000	0.0000	Actual Usage	1,744.35	1,744.35	0.00	1,744.35
01.860	NWEA Management Fee	802.0000	14.5000	Per Student	0.00	11,629.00	0.00	11,629.00
01.890	Right Reason Technology	1.0000	10,600.0000	Annual	0.00	10,600.00	0.00	10,600.00
01.890	RightPathAPPR/SLO AllComp 1000-19	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00
01.890	RTT per Stndt Data Intergration	0.0000	0.0000	Actual Usage	2,130.00	2,130.00	0.00	2,130.00
01.990	Test Scanning and Reporting	0.0000	0.0000	Actual Usage	76.49	76.49	0.00	76.49
01.990	Score Report Set-up Fee	423.0000	0.8200	Per Test	0.00	346.86	0.00	346.86
01.990	Score Report (ELA) Vendor	326.0000	0.8200	Per Test	0.00	267.32	0.00	267.32
01.990	Score Report (Math) Vendor	0.0000	0.0000	Actual Usage	378.63	378.63	0.00	378.63
01.990	Score Report Postage/Shipping	170.0000	0.8200	Per Test	0.00	139.40	0.00	139.40
01.990	Score Report (NYSESLAT) Vendor	588.0000	5.5900	Per Test	0.00	3,286.92	0.00	3,286.92

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 08/05/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Appropriation	Current	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
855-400-00-05	Contractual and Other	0.00	23,900.00	0.00	0.00	0.00	23,900.00	0.00	23,900.00
Total GENERAL FUND		0.00	23,900.00	0.00	0.00	0.00	23,900.00	0.00	23,900.00

0.0

11,385.00 +
3,737.50 +
* 20.70 +

003

15,145.206 +

000

0.000 +

* CMR to adjust Final Forms pricing.

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 08/05/2024

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
855-490-00-05	BOCES Services-Athletics	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total GENERAL FUND		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: July 24, 2024

Re: Cesspool Services Contract Renewal 2024-2025 School Year

United Site Services was awarded the contract for cesspool services based on the request for proposal approved by the Board of Education on January 8, 2024. I am recommending the Board of Education extend the current agreement for the 2024-2025 school year.

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

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: July 22, 2024

Re: Metro Therapy 2024-25 Agreement Addendum

I respectfully request the Board of Education approve the addendum to Metro Therapy's agreement approved by the BOE on June 3, 2024. The addendum includes fees for administrative services and the CSE/CPSE chairperson.

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



RECEIVED

JUL 19 2024

Westhampton Beach UFSD
Pupil Personnel Services

July 10, 2024

Eileen Seidler
Office of Pupil Personnel Services
Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Dear Eileen:

Enclosed, please find two copies of an addendum to our 2024-2025 related services agreement that shows pricing for Administrative Staffing Services, including CSE/CPSE Chairperson.

After review and approval, we kindly ask that you return one signed copy to us and keep the other for your records.

Let us know if any additional information is required.

Sincerely,

A handwritten signature in black ink that reads "Adele Hansen". The signature is written in a cursive, flowing style.

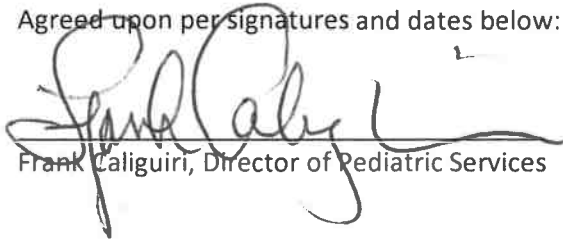
Adele Hansen
Operations Specialist
Adele.Hansen@metrotherapy.com

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

**SCHEDULE A – Addendum
Westhampton Beach UFSD
School Year 2024-2025**

<u>Service-Administrative Staffing Options</u>	<u>Cost</u>
Chairing Meetings	\$95.00 per person per hour
Administrative Consultation (experienced/certified)	\$125.00 per hour
Administrative Assistant	
• Clerical:	\$25.00 - \$40.00 per hour
• Professional:	\$40.00 - \$80.00 per hour

Agreed upon per signatures and dates below:


 Frank Caliguiri, Director of Pediatric Services

7/10/2024

Date

 Westhampton Beach UFSD

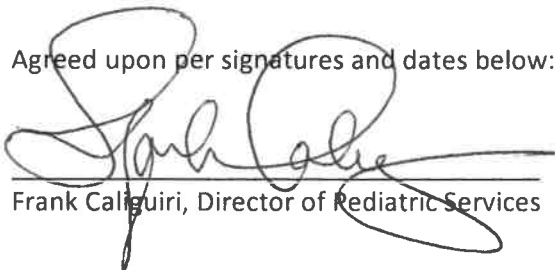
Date

“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW”

SCHEDULE A – Addendum
Westhampton Beach UFSD
School Year 2024-2025

<u>Service-Administrative Staffing Options</u>	<u>Cost</u>
Chairing Meetings	\$95.00 per person per hour
Administrative Consultation (experienced/certified)	\$125.00 per hour
Administrative Assistant	
• Clerical:	\$25.00 - \$40.00 per hour
• Professional:	\$40.00 - \$80.00 per hour

Agreed upon per signatures and dates below:



Frank Caliguiri, Director of Pediatric Services

7/10/2024

Date

Westhampton Beach UFSD

Date

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

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: August 20, 2024

Re: Musical Instruments and Equipment Bid



Bids were opened on August 2, 2024, for musical instruments and equipment. Bid specifications were sent to ten vendors. Four acceptable bids and one no bid response were received.

I am recommending that the Board of Education accept the bids from West Music Company and Music & Arts for items they were the lowest bidder in the respective categories.

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

BID 24-200M MUSIC INSTRUMENTS AND EQUIPMENT RESULTS

QTY	PRODUCT NAME	MAKE/MODEL #	FAUST	WEST MUSIC	FAMILY MELODY	MUSIC & ARTS
1	Bb Clarinet, w/case	Yamaha YCL-255			\$569.00	\$486.83
1	Concert Bass Drum with fiberskyn Heads and LE788 stand	Ludwig 20"x36" in Black Cortex LECB62X8GWF			\$2,111.00	\$2,053.53
2	Adaptabilites Bookcase in clear maple	ADP7212				
2	Flute	Yamaha YFL-222			\$1,090.00	\$857.32
1	Alto Saxophone, w/case	Yamaha YAS-26			\$1,318.00	\$1,184.39
1	Clavinova	Yamaha CLP-745	\$3,419 S&H \$150			\$2,955.56
4	Hardshell Trombone Cases	Gator GC Andante Series ABS				\$543.80
1	2 Bass Drum Carrier	Pearl CXB2 CX Airframe				\$396.25
1	Snare Drum 5.5 inch x 14 inch	Pearl Symphonic Series Snare Drum - Antique Sunburst				\$697.65
4	Marching Bass Drum Stand	Pearl MBS 3000				\$1,267.96 316.99ea
4	Marching Snare Stand with Adjustable Legs	Pearl MSS 3000				\$1,143.96 285.99ea
1	Marching Tenor Stand	Pearl MTS 3000				\$317.99
1	Fiberglass Bass Xylophone	Global Beat GBX GBF # 202412		\$690.41		\$798.00
1	Fiberglass Soprano Xylophone	Global Beat SX GBF # 202410		\$377.91		\$457.33
1	Fiberglass Alto Xylophone	Global Beat AX GBF # 202411		\$432.01		\$524.53

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 14, 2024

Re: Food Service Refrigeration Repair Bid Extension 2024-2025

Attached please find a letter from Pro Cold East Refrigeration Utilities stating they will extend the current pricing agreement for the 2024-2025 school year. Pro Cold was the lowest bidder when the refrigeration bid was opened June 29, 2023.

I am recommending the Board of Education extend the current agreement for the 2024-2025 school year.

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

PROCOLD INC.



PROCOLD East
Refrigeration
UTILITIES

Attention: Donna Smith
Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978-2045
Date: 8/08/24
Regarding: 2024 - 2025 School year parts and material pricing

We are pleased to have an opportunity to continue to service your refrigeration within the district.

The hourly rates will be set at \$ 95.00 per hour which is a discounted rate.
Refrigerant will also be discounted at \$ 45.00 per pound, parts and material pricing will be marked up 45%.

All work (excluding emergencies) shall take place during standard business hours
Monday – Friday 8 am – 4:30 pm.

Please call if you have any questions.

Regards,
Diane Marinaccio
631-563-7444 - Office

AMERICOLD, INC. 80 Smith St, Suite 2, Farmingdale, New York 11735
Tel: 631.262.7964 www.americoldinc.com

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 13, 2024

Re: RFP 24-3 Bond Counsel

The district sent out a request for proposal for bond counsel for the 2024-2025 school year with the option to renew annually. Only one response was received from our current bond counsel Hawkins Delafield & Wood, LLP.

After review of their proposal, I am recommending we continue services with Hawkins Delafield & Wood, LLP.

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

COST PROPOSAL
 BOND COUNSEL RFP 24-3, AUGUST 2, 2024
 HAWKINS DELAFIELD & WOOD LLP

Bond Authorization	Serial Bonds	Bond Anticipation	Related Disbursement	Tax Anticipation
\$8,750	\$6,750 plus \$1.25/\$1,000 up to \$25M \$1.00/\$1,000 in excess of \$25M	\$4,750 plus .85/\$1,000 up to \$25M \$.50/\$1,000 in excess of \$25M	\$325 bonds \$175 notes \$325 initial each bond \$225 initial each note \$25/add'l	\$5M \$6,000 \$6M \$6,500 \$7M \$7,000 \$8M \$7,500 \$9M \$8,000 \$10M \$8,500

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 14, 2024

Re: RFP 24-4 School Physician and Student Physicals

The district sent out a request for proposal for school physician and student physicals for the 2024-2025 school year with the option to renew annually. Two responses were received and evaluated.

I am recommending we continue services with Peconic Bay Medical Center, Northwell Health, as our annual expenses have been less than \$1,000.

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 19th day of August, 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 Amergis Healthcare Staffing, Inc. (hereinafter the "CONSULTANT"), having a principal mailing address of 290 Broadhollow Rd., Suite 115E, Melville, NY 11747.

A. TERM

1. The term of this Agreement shall be from 9/1/24 through 6/30/25, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: **SEE PART II QUOTATION SHEET.**

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.

Amergis Healthcare Staffing, Inc.
290 Broadhollow Rd., Suite 115E
Melville, NY 11747

WESTHAMPTON BEACH UFSD

By: _____
DocuSigned by:
Shreeprada Aachar
C31BDDBF55A34FF...

By: _____

Print Name: Shreeprada Aachar

Print Name: Elizabeth T. Lanni-Hewitt

Title: Assistant Controller

Title: President, Board of Education

Date: 24-Jul-24

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Community Care Companions, Inc.

Supplemental Agreement dated this 19th day of August , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Amergis Healthcare Staffing, Inc.** (the “Contractor”) located at **290 Broadhollow Rd., Suite 115E, Melville, NY 11747.**

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.

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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.

Amergis Healthcare Staffing, Inc.
290 Broadhollow Rd., Suite 115E
Melville, NY 11747

WESTHAMPTON BEACH UFSD

By: _____
DocuSigned by:
Shreeprada Aachar
C31BDDBF55A34FF...

By: _____

Print Name: Shreeprada Aachar

Print Name: Elizabeth T. Lanni-Hewitt

Title: Assistant Controller

Title: President, Board of Education

Date: 24-Jul-24

Date: _____

WESTHAMPTON BEACH UFSD
340 Mill Road
Westhampton Beach, NY 11978

PART II QUOTATION SHEET

Name of Provider: Amergis Healthcare Staffing, Inc.

Contact Name and Title: Chelsea Plocker, Business Development Manager

Address: 290 Broadhollow Rd., Suite 115E, Melville, NY 11747

Telephone #: 631-982-8426 Fax #: _____

Email Address: chplocke@amergis.com

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

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

Related Service	30 min. Individual (Rate per Session)	30 min. Group (Rate per Session)
OCCUPATIONAL THERAPIST	\$50	\$50
PHYSICAL THERAPIST	\$52	\$52
SPEECH-LANGUAGE PATH	\$60	\$60
CERTIFIED OT ASSISTANT	\$40	\$40
PT ASSISTANT	\$42	\$42
SLP-CFY	\$53	\$53

Evaluation Type	Monolingual per evaluation	Bilingual per evaluation
PSYCHOLOGIST	\$140	\$150
OCCUPATIONAL THERAPIST	\$120	\$130
PHYSICAL THERAPIST	\$125	\$135
SPEECH-LANGUAGE PATH	\$135	\$145

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WESTHAMPTON BEACH UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

Nursing Services (and other hourly services)	Hourly Rate
REGISTERED NURSE	\$75
LICENSED PRACTICAL NURSE	\$63
CERTIFIED NURSING ASSISTANT	\$43
OCCUPATIONAL THERAPIST	\$95
PHYSICAL THERAPIST	\$97
SPEECH-LANGUAGE PATHOLOGIST	\$80

NOTE: Therapy services hourly rate is discounted compared to 30 min. sessions.

ADDITIONAL SERVICES

Type of Related Service: TEACHER AIDE/ASSISTANT Rate Information: 41 per HOUR

Type of Related Service: COUNSELING Rate Information: 70 per HOUR

Type of Related Service: SCHOOL PSYCHOLOGIST Rate Information: 125 per HOUR

Type of Related Service: SOCIAL WORKER Rate Information: 70 per HOUR

Type of Related Service: SPECIAL EDUCATION TEACHER Rate Information: 78 per HOUR

Type of Related Service: BCBA Rate Information: 120 per HOUR

Type of Related Service: REGISTERED BEHAVIOR TECH Rate Information: 55 per HOUR

Type of Related Service: SIGN LANGUAGE INTERPRETER Rate Information: 75 per HOUR

Initials SP

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

Consultant Services Contract

This Agreement is entered into this 8th 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 **Family Service League** (hereinafter the "CONSULTANT"), having a principal mailing address of **790 Park Avenue, Huntington, NY 11743**.

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) The contractor's mental health clinics will provide off-site psychiatric evaluations to be scheduled on a priority basis. Copies of the completed psychiatric evaluations including recommended treatment follow-up will be provided to The Company.
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: **\$500 per psychiatric evaluation to be billed to the school on a monthly basis.**

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.

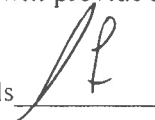
- b. Automobile Liability
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. Worker's Compensation and NYS Disability Insurance
 - Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. ACCORD certificates 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.

Family Service League, Inc.
790 Park Avenue
Huntington, NY 11743

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Shari Feld

Print Name: _____

Title: CFO

Title: President, Board of Education

Date: 7/18/24

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Family Service League, Inc.

Supplemental Agreement dated this 8th day of July , 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Family Service League, Inc.** (the "Contractor") located at **790 Park Avenue, Huntington, NY 11743**.

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

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

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

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

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

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

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

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

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

Initials 

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

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSIFDstudentData.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.

Family Service League, Inc.
790 Park Avenue
Huntington, NY 11743

By: 

Print Name: Sheri Feld

Title: CEO

Date: 7/18/24

WESTHAMPTON BEACH UFSD

By: _____

Print Name: _____

Title: President, Board of Education

Date: _____

Initials 

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

Consultant Data Services Contract

This Agreement is entered into this **19th** day of **August, 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 **LDinfo Publishing, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of **1915 Logan Ave. S., Minneapolis, MN 55403**.

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.
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. 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.

E. INSURANCE

1. a. **Commercial General Liability Insurance**
 - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
- b. **Automobile Liability**
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **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/BOCES. If the policy is written on a claims-made basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

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/BOCES. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

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.

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. CONSULTANT shall provide the DISTRICT with a certificate of insurance naming the DISTRICT as an indemnified party.

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.

LDinfo Publishing, LLC
1915 Logan Ave. S.
Minneapolis, MN 55403

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Scott L Crouse

Print Name: Elizabeth T. Lanni-Hewitt

Title: Owner/Proprietor, LDinfo Publishing, LLC

Title: President, Board of Education

Date: 07/17/2024

Date: _____

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
LDinfo Publishing, LLC**

Supplemental Agreement dated this **19th** day of **August, 2024** between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **LDinfo Publishing, LLC** (the “Contractor”) located at **1915 Logan Ave. S., Minneapolis, MN 55403**.

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

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

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

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

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

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

c. “Student” means any person attending or seeking to enroll in an Educational Agency.

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

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

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

- a. A student’s personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child’s educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.

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

<http://www.p12.nysed.gov/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.

LDinfo Publishing, LLC
1915 Logan Ave. S.
Minneapolis, MN 55403

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Scott L Crouse

Print Name: Elizabeth T. Lanni-Hewitt

Title: Owner/Proprietor, LDinfo Publishing, LLC

Title: President, Board of Education

Date: 07/17/2024

Date: _____

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

Consultant Services Contract

This Agreement is entered into this 19th day of August, 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 **Ro Health, LLC.** (hereinafter the "CONSULTANT"), having a principal mailing address of **353 Lexington Avenue, 4th Floor, Suite 400, New York, NY 10016.**

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) Skilled Nursing Services as per APPENDIX 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: SEE APPENDIX A.

E. INSURANCE

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

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

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

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

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

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.

Ro Health, LLC
353 Lexington Avenue
4th Floor, Suite 400
New York, NY 10016

WESTHAMPTON BEACH, UFSD

By: *Alexandra Oleson*

By: _____

Print Name: Alexandria Oleson

Print Name: Elizabeth T. Lanni-Hewitt

Title: Contracts Administrator

Title: Board of Education, President

Date: 07/27/2024

Date: _____

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
Ro Health, LLC**

Supplemental Agreement dated this **19th** day of **August, 2024** between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Ro Health, LLC** (the “Contractor”) located at **353 Lexington Avenue, 4th Floor, Suite 400, New York, NY 10016**.

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.

Ro Health, LLC
353 Lexington Avenue
4th Floor, Suite 400
New York, NY 10016

By: *Alexandra Oleson*

Print Name: Alexandria Oleson

Title: Contracts Administrator

Date: 07/27/2024

WESTHAMPTON BEACH, UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: Board of Education, President

Date: _____



APPENDIX A

PERSONNEL HOURLY RATES FOR CLIENT

Staff Rates 24 - 25	
Administrative Assistant	\$35.00
CNA / MA / Health Office Asst	\$55.00
LPN (1:1)	\$80.00
LPN (with Multiple Students)	\$80.00
Registered Nurse (RN)	\$90.00
Transportation LPN	\$85.00
Transportation RN	\$105.00
Physical Therapist	\$105.70
Occupational Therapist	\$105.70
Certified Occupational Therapy Asst	\$58.30 - \$68.90
Speech Language Pathologist	\$106 - \$116.60
Speech Language Pathology Asst	\$58.30 - \$68.90
Licensed Clinical Social Worker	\$87.90 - \$103.35
Licensed Marriage Family Therapist	\$87.90 - \$103.35
Paraeducator/ISA	\$48.00
Behavioral Class Aide	\$59.00
Registered Behavioral Tech	\$59.00
Board Certified Behavior Analyst	\$120.00
School Psychologist	\$95.00

WORKWEEK. RO HEALTH's calendar work week is Sunday through Saturday. Billing periods commence on Sunday, the first day of the workweek.

WEEKEND. RO HEALTH shall bill CLIENT an additional two dollar (\$2.00) per hour weekend differential rate. Weekend rates commence Friday at 10:00 p.m. through Monday at 6:00 a.m.

OVERTIME. RO HEALTH shall bill CLIENT a time and one-half (1.5) rate for all hours worked in excess of forty (40) per week or according to applicable state law.

ORIENTATION. Personnel hourly rates will be billed for all time spent in CLIENT orientation.

MILEAGE. During the course of, or while driving to work, if a RO HEALTH employee travels greater than sixty (60) miles roundtrip, RO HEALTH shall bill for each mile traveled at the current POV Mileage reimbursement rate established by the U.S. General Services Administration.

HOLIDAYS. A time and one-half (1.5) rate will be billed on holidays recognized by the U.S. Office of Personnel Management. Holiday rates will apply to shifts beginning at 10:00 p.m. before the holiday through 10:00 p.m. during the holiday.



1. URGENT PERSONNEL REQUESTS.

If CLIENT requests personnel less than two (2) hours prior to the start of a shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.

2. MINIMUM BILLABLE HOURS AND SHIFT CANCELTION.

If CLIENT schedules an order with a duration less than four (4) billable hours for each shift, RO HEALTH shall bill CLIENT for four (4) hours at the established hourly rate.

If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.

3. CONVERSION FEE.

CLIENT agrees that it will take no steps to recruit, hire or employ as its own employee or as a contractor any personnel provided by RO HEALTH. CLIENT further acknowledges that RO HEALTH incurs substantial costs associated with recruiting, training, and managing RO HEALTH personnel. In the event CLIENT, or any affiliate, subsidiary of CLIENT solicits, hires or employs RO HEALTH personnel, CLIENT agrees to either (1) provide written notice of intent to hire or employ RO HEALTH personnel twelve (12) months prior to the RO HEALTH employee's commencement as a CLIENT employee or contractor; (2) provide written notice to RO HEALTH of intent to hire RO HEALTH employee and continue to employ RO HEALTH employee for a period not less than one thousand and forty (1,040) hours from the notice date; or (3) pay RO HEALTH a placement fee equal to the sum of twenty-five percent (25%) of such personnel's annualized salary (calculated as hourly pay rate multiplied by two thousand and eighty (2,080) hours multiplied by twenty-five percent (25%).

4. INDEMNIFICATION.

CLIENT agrees to indemnify and hold harmless RO HEALTH, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees.



CLIENT

Printed Name

Signature

Date

RO HEALTH

Printed Name

Alexandria Oleson

Signature

A handwritten signature in black ink that reads 'Alexandria Oleson'. The signature is written in a cursive style with a loop at the end of the 'n'.

Date

08/01/2024

Westhampton Beach Union Free School District

Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 5, 2024

Re: Transportation Contracts 2024-2025

Attached for Board of Education approval are five transportation contracts with Eastern Suffolk BOCES for the 2024-2025 school year. The contracts are for:

- Regular and Special Education Pupils (RSC)
- Regular Home to School In-District/Non-Public Transportation (REG)
- Field Trips (FTC)
- Summer In-District (SUM)
- Summer Special Education (SSPC)

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



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type: Regular & Special Education Pupils RSC

DESCRIPTION TYPE

Contract Identity: Regional Transportation Program

Agreement Date: 08/18/2024

Contract Begin Date: 09/01/2024

Contract End Date: 6/30/2025

Specifications: District will supply contractor with fuel

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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Provision for attendants and/or monitors

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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Clause for increasing or decreasing service

YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

TOTAL ANTICIPATED AMOUNT: 400,800.00

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

	Westhampton Beach UFSD
--	------------------------

Signature or Trustee of President
of the Board of Education

Party of the First Part

	Eastern Suffolk BOCES
--	-----------------------

Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

Filed By:

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nvsed.gov

Transportation Contract - Form TC

C

School District/BOCES	WESTHAMPTON BEACH UFSD		
SED BEDS CODE:	580902		
Transportation Contact	First Name: <u>Joseph</u>	Last Name: <u>Lesnick</u>	
Contact Email:	<u>Jlesnick@esboces.org</u>		
Telephone Number:	<u>631-472-6480</u>		
Business Official	First Name: <u>Carolyn</u>	Last Name: <u>Probst</u>	
Contact Email:	<u>N/A</u>		
Telephone Number:	<u>631-288-3800</u>		
Mailing Address:	<u>340 Mill Rd</u>	<u>Westhampton Beach</u>	<u>11978</u>
	Street Address	City	ZIP
Contract Type:	<u>Regular & Special Education Pupils Combined</u>		<u>RSC</u>
Contract Duration:	<u>1 YEAR</u>	<u>If individual contract or aggregate contracts is > 20k then contract must be bid</u>	
Contract Identity	<u>Regional Transportation Program</u>		
Specifications:	District will supply contractor with fuel		
	Provision for attendants and/or monitors	<u>YES</u>	
	Clause for increasing or decreasing service	<u>YES</u>	

AGREEMENT made on 8/18/24 by and between
WESTHAMPTON BEACH UFSD, County of Suffolk County, NY
 Name of School District/BOCES
 party of the first part BOCES EASTERN SUFFOLK, party of the second part.
 Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of
 service to **begin** on 9/1/24 w/ 1st date of school 9/3/24
 and service to **end** on 6/30/25
NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part
 the sum of _____ which is a UNIT COST
 for providing such transportation on a suitable conveyance.

TOTAL ANTICIPATED ANNUAL COST 400800
 For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district.

If awarded through a **Request for Proposal** please enter the date of RFP
 IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

<u>Elizabeth Lanni-Hewitt</u>	<u>WESTHAMPTON BEACH UFSD</u>	<u>340 Mill Rd. Westhampton Beach, NY 11978</u>
Type Name of Trustee or President of the Board of Education	Party of the First Part	Post Office Address
<u>David Wicks</u>	<u>BOCES EASTERN SUFFOLK</u>	<u>201 Sunrise Hwy., Patchogue, NY 11772</u>
Type Name of Contractor Representative	Party of the Second Part	Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date: _____
 Filed By: _____
 Type Name of Superintendent or Designee



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type: Regular Home to School REG

DESCRIPTION TYPE

Contract Identity: In-District / Non-Public Transportation Program

Agreement Date: 08/18/2024

Contract Begin Date: 09/01/2024

Contract End Date: 6/30/2025

Specifications: District will supply contractor with fuel

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Provision for attendants and/or monitors

Clause for increasing or decreasing service

TOTAL ANTICIPATED AMOUNT: 1,251,100.00

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

Westhampton Beach UFSD

Signature or Trustee of President
of the Board of Education

Party of the First Part

Eastern Suffolk BOCES

Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

Filed By:

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nvsed.gov

Transportation Contract - Form TC

C

School District/BOCES		WESTHAMPTON BEACH UFSD	
SED BEDS CODE: 580902			
Transportation Contact	First Name: <u>Joseph</u>	Last Name: <u>Lesnick</u>	
Contact Email:	<u>Jlesnick@esboces.org</u>		
Telephone Number:	<u>631-472-6480</u>		
Business Official	First Name: <u>Carolyn</u>	Last Name: <u>Probst</u>	
Contact Email:	<u>N/A</u>		
Telephone Number:	<u>631-288-3800</u>		
Mailing Address:	<u>340 Mill Rd</u>	<u>Westhampton Beach</u>	<u>11978</u>
	Street Address	City	ZIP
Contract Type:	<u>Regular Home to School (can be public and/or nonpublic schools)</u>		<u>REG</u>
Contract Duration:	<u>1 YEAR</u>	<u>If individual contract or aggregate contracts is > 20k then contract must be bid</u>	
Contract Identity	<u>In-District/Non-Public Transportation Program</u>		
Specifications:	District will supply contractor with fuel		
	Provision for attendants and/or monitors	<u>YES</u>	
	Clause for increasing or decreasing service	<u>YES</u>	

AGREEMENT made on 8/18/24 by and between
WESTHAMPTON BEACH UFSD, County of Suffolk County, NY
 Name of School District/BOCES

party of the first part BOCES EASTERN SUFFOLK, party of the second part.
 Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of
 service to begin on 9/1/24 w/ 1st date of school 9/3/24
 and service to end on 6/30/25

NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part
 the sum of _____ which is a UNIT COST
 for providing such transportation on a suitable conveyance.

TOTAL ANTICIPATED ANNUAL COST 1251100

For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district.

If awarded through a Request for Proposal please enter the date of RFP

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

<u>Elizabeth Lanni-Hewitt</u>	<u>WESTHAMPTON BEACH UFSD</u>	<u>340 Mill Rd., Westhampton Beach, NY 11978</u>
Type Name of Trustee or President of the Board of Education	Party of the First Part	Post Office Address
<u>David Wicks</u>	<u>BOCES EASTERN SUFFOLK</u>	<u>201 Sunrise Hwy., Patchogue, NY 11772</u>
Type Name of Contractor Representative	Party of the Second Part	Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date: _____
 Filed By: _____

 Type Name of Superintendent or Designee



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type:

Field Trip Contract	FTC
---------------------	-----

DESCRIPTION	TYPE
-------------	------

Contract Identity:

Field Trip Transportation Program

Agreement Date:

08/18/2024

Contract Begin Date:

09/01/2024

Contract End Date:

6/30/2025

Specifications: District will supply contractor with fuel

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Provision for attendants and/or monitors

Clause for increasing or decreasing service

TOTAL ANTICIPATED AMOUNT:

180,100.00

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

	Westhampton Beach UFSD
--	------------------------

Signature or Trustee of President
of the Board of Education

Party of the First Part

	Eastern Suffolk BOCES
--	-----------------------

Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

--

Filed By:

--

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nvsed.gov

Transportation Contract - Form TC

C

School District/BOCES	<u>WESTHAMPTON BEACH UFSD</u>		
SED BEDS CODE:	<u>580902</u>		
Transportation Contact	First Name: <u>Joseph</u>	Last Name: <u>Lesnick</u>	
Contact Email:	<u>Jlesnick@esboces.org</u>		
Telephone Number:	<u>631-472-6480</u>		
Business Official	First Name: <u>Carolyn</u>	Last Name: <u>Probst</u>	
Contact Email:	<u>N/A</u>		
Telephone Number:	<u>631-288-3800</u>		
Mailing Address:	<u>340 Mill Rd</u>	<u>Westhampton Beach</u>	<u>11978</u>
	Street Address	City	ZIP
Contract Type:	<u>Field Trip Contract</u>		<u>FTC</u>
Contract Duration:	<u>1 YEAR</u> If individual contract or aggregate contracts is > 20k then contract must be bid		
Contract Identity	<u>Field Trip Transportation Program</u>		
Specifications:	District will supply contractor with fuel		
	Provision for attendants and/or monitors		<u>YES</u>
	Clause for increasing or decreasing service		<u>YES</u>

AGREEMENT made on 8/18/24 by and between
WESTHAMPTON BEACH UFSD, County of Suffolk County, NY
Name of School District/BOCES

party of the first part BOCES EASTERN SUFFOLK, party of the second part.
Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of
 service to **begin** on 9/1/24 w/ 1st date of school 9/3/24
 and service to **end** on 6/30/25
NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part
 the sum of _____ which is a **UNIT COST**

for providing such transportation on a suitable conveyance. **TOTAL ANTICIPATED ANNUAL COST** 180100

For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district.

If awarded through a Request for Proposal please enter the date of RFP

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

<u>Elizabeth Lanni-Hewitt</u>	<u>WESTHAMPTON BEACH UFSD</u>	<u>340 Mill Rd., Westhampton Beach, NY 11978</u>
Type Name of Trustee or President of the Board of Education	Party of the First Part	Post Office Address
<u>David Wicks</u>	<u>BOCES EASTERN SUFFOLK</u>	<u>201 Sunrise Hwy., Patchogue, NY 11772</u>
Type Name of Contractor Representative	Party of the Second Part	Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date: _____
 Filed By: _____
Type Name of Superintendent or Designee



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
 Room 1075, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type: Summer Home to School SUM

DESCRIPTION TYPE

Contract Identity: In-District Transportation Program

Agreement Date: 6/25/2024

Contract Begin Date: 7/1/2024

Contract End Date: 8/30/2024

Specifications: District will supply contractor with fuel	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Provision for attendants and/or monitors	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Clause for increasing or decreasing service	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

TOTAL ANTICIPATED AMOUNT: 14,400.00

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

	Westhampton Beach UFSD
Signature or Trustee of President of the Board of Education	Party of the First Part

	Eastern Suffolk BOCES
Signature of Contractor	Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

Filed By:

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract Summer - Form TCS C

School District/BOCES WESTHAMPTON BEACH UFSD
 SED BEDS CODE: 580902

Transportation Contact First Name: Joseph Last Name: Lesnick

Contact Email: ilesnick@esboces.org

Telephone Number: 631-472-6480

Business Official First Name: Carolyn Last Name: Probst

Contact Email: n/a

Telephone Number: 631-288-3800

Mailing Address: 340 Mill Rd Westhampton Beach 11978

Street Address City ZIP

Contract Type: Summer Home to School (can be public and/or nonpublic schools) SUM

Contract Duration: 1 YEAR If individual contract or aggregate contracts is > 20k then contract must be bid

Summer Program Type: Separate Contract Required for Each Type BOCES - operated non-special Education

Summer Contract Identity In-District Transportation Program

Specifications: District will supply contractor with fuel
 Provision for attendants and/or monitors YES
 Clause for increasing or decreasing service YES

AGREEMENT made on 6/25/24

WESTHAMPTON BEACH UFSD, County of County, NY
 Name of School District/BOCES
 party of the first part BOCES EASTERN SUFFOLK, party of the second part.
 Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of service to begin on 7/1/24 w/ 1st date of school 7/8/24 and service to end on 8/30/24

NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part the sum of UNIT COST which is a UNIT COST for providing such transportation on a suitable conveyance.

TOTAL ANTICIPATED ANNUAL COST 14400
 For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district.

If awarded through a Request for Proposal please enter the date of RFP

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

<u>Elizabeth Lanni-Hewill</u>	<u>WESTHAMPTON BEACH UFSD</u>	<u>340 Mill Rd, Westhampton Beach, NY 11978</u>
Type Name of Trustee or President of the Board of Education	Party of the First Part	Post Office Address
<u>David Wicks</u>	<u>BOCES EASTERN SUFFOLK</u>	<u>201 Sunrise Hwy, Patchogue, NY 11772</u>
Type Name of Contractor Representative	Party of the Second Part	Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:
 Filed By: [Signature]
 Type Name of Superintendent or Designee



THE STATE EDUCATION DEPARTMENT/THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 1223
 Office of School Governance, Policy and Religious & Independent Schools
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Transportation Contract (TC) and Transportation Contract Summer (TCS) Signature Page

Please Select the type of contract you are providing an electronic signature:

Transportation Contract: Transportation Contract Summer:

Contract Type:

Summer Special Education	SSPC
--------------------------	------

DESCRIPTION TYPE

Contract Identity:

Regional Transportation Program

Agreement Date:

6/25/2024

Contract Begin Date:

7/1/2024

Contract End Date:

8/30/2024

Specifications: District will supply contractor with fuel

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Provision for attendants and/or monitors

Clause for increasing or decreasing service

TOTAL ANTICIPATED AMOUNT:

31,200.00

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

	Westhampton Beach UFSD
--	------------------------

Signature or Trustee of President
of the Board of Education

Party of the First Part

	Eastern Suffolk BOCES
--	-----------------------

Signature of Contractor

Party of the Second Part

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date:

--

Filed By:

--

Signature of Superintendent or designee



Office of School Governance, Policy and Religious & Independent Schools
 Room 475, Education Building Annex
 Tel: (518) 474-6541
 Email: transportation@nysed.gov

Transportation Contract Summer - Form TCS C

School District/BOCES WESTHAMPTON BEACH UFSD
 SED BEDS CODE: 580902

Transportation Contact First Name: Joseph Last Name: Lesnick

Contact Email: ilesnick@eshoces.org

Telephone Number: 631-472-6480

Business Official First Name: Carolyn Last Name: Probst

Contact Email: n/a

Telephone Number: 631-288-3800

Mailing Address: 340 Mill Rd Westhampton Beach 11978
Street Address City ZIP

Contract Type: Summer Special Education SSPC

Contract Duration: 1 YEAR If individual contract or aggregate contracts is > 20k then contract must be bid

Summer Program Type: Separate Contract Required for Each Type Summer Program

Summer Contract Identity Regional Transportation Program

Specifications: District will supply contractor with fuel	
Provision for attendants and/or monitors	YES
Clause for increasing or decreasing service	YES

AGREEMENT made on 6/25/24

WESTHAMPTON BEACH UFSD, County of County, NY by and between
 Name of School District/BOCES
 party of the first part BOCES EASTERN SUFFOLK, party of the second part.
 Name of Contractor

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation of said district for the period of service to begin on 7/1/24 w/ 1st date of school 7/8/24 and service to end on 8/30/24

NOW, THEREFORE, the said party of the first part hereby agrees to pay the said party of the second part the sum of _____ which is a **UNIT COST** for providing such transportation on a suitable conveyance.

TOTAL ANTICIPATED ANNUAL COST 31200

For a PIGGYBACKING CONTRACT list the contract number and the name of the originating school district.

It awarded through a **Request for Proposal** please enter the date of RFP _____

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

<u>Elizabeth Lanni-Hewitt</u> Type Name of Trustee or President of the Board of Education	<u>WESTHAMPTON BEACH UFSD</u> Party of the First Part	<u>340 Mill Rd, Westhampton Beach, NY 11978</u> Post Office Address
<u>David Wicks</u> Type Name of Contractor Representative	<u>BOCES EASTERN SUFFOLK</u> Party of the Second Part	<u>201 Sunrise Hwy, Patchogue, NY 11772</u> Post Office Address

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education Law, and Section 156.12 of the Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3635(1) of the Education Law.

Approval Date: _____
 Filed By: _____
 Type Name of Superintendent or Designee

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **17th day of June, 2024**, by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and **EDUWARE, INC.** (hereinafter the "CONSULTANT"), having a principal mailing address of **550 NORTH COUNTRY ROAD SUITE A ST. JAMES, NY. 11780**

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: **2024-2025 TEST WIZARD SINGLE SUBSCRIPTION (QTY. 2)**
2024-2025 WIZARD TM – SINGLE SUBSCRIPTION (QTY. 38)
2025-2025 UNUSED SUBSCRIPTION RENEWAL (QTY. 5)
 - 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: **\$2,398.72**

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: Eduware Inc.

WESTHAMPTON BEACH UFSD

By: Shane Windt

By: _____

Print Name: Shane Windt

Print Name: _____

Title: Sales Operations Manager

Title: _____

Date: 7/12/2024

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

EDUWARE, INC.

Supplemental Agreement dated this 17TH day of JUNE, 2024 between the Westhampton Beach UFSD (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and EDUWARE, INC. (the “Contractor”) located at 550 NORTH COUNTRY ROAD SUITE A – 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.

Contractor: Eduware Inc.

WESTHAMPTON BEACH UFSD

By: Shane Windt

By: _____

Print Name: Shane Windt

Print Name: _____

Title: Sales Operations Manager

Title: _____

Date: 7/12/2024

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 **JuiceMind, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **1234 Windsor Rd. Cardiff, CA 92007**

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: **JuiceMind Premium Subscription (Quizzes & Teams). Includes premium usage for both Quizzes and Teams for up to 20 concurrent students.**
 - 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: **\$1,075.00**

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.

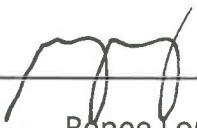
K. ENTIRE AGREEMENT

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:  _____
Print Name: Renee Lopez
Title: Sales Representative
Date: 07 / 03 / 2024

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

JUICEMIND, 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 **JUICEMIND, INC.** (the “Contractor”) located at **1234 WINDSOR RD. CARDIFF, CA 92007**

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.

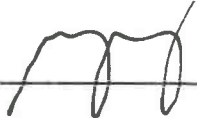
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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: Renee Lopez

Print Name: _____

Title: Sales Representative


Title: _____

Date: 07 / 03 / 2024

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business 

Date: August 9, 2024

Re: Federal Grants IDEA 611 and 619 Flow-Through Funds 2024-25 School Year

I am requesting the Board of Education approve the following contracts between Westhampton Beach UFSD as a local education agency and the vendor as an approved special education program provider for students with disabilities.

- Alternatives for Children
- NYSARC, Inc., Suffolk AHRC

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

MEMORANDUM OF AGREEMENT

Between

Alternatives for Children (ASEP)

And

Westhampton Beach Union Free School District as a Local Education Agency (LEA)

This agreement is made and entered into by and between the Westhampton Beach UFSD located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter referred to as the "LEA", and **Alternatives for Children**, 14 Research Way, East Setauket, NY 11733, hereinafter referred to as the "ASEP" with respect to special education services for the **2024-2025** school year funded by Federal IDEA¹ Part B Flow-Through Funds ("Section 611" and "Section 619").

It is hereby agreed by and between the LEA and the ASEP that:

I. PURPOSE:

The parties agree that the purpose of this Agreement is to establish the ASEP's relationship with the LEA with regard to services provided under the Agreement as one of "vendor" and not as "subrecipient" under the IDEA.

II. DURATION OF AGREEMENT:

This Agreement shall be for the period **July 1, 2024** through **June 30, 2025**.

III. SERVICES:

During the term of the Agreement the ASEP will provide the LEA with contracted services for students enrolled in the ASEP's special education program as follows:

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS:

A. The LEA agrees that it will submit all necessary applications to obtain its allocation of federal IDEA flow-through funds (including any applications for supplemental allocations, if applicable) to the State Education Department (SED) and/or other applicable entities in a timely fashion.

¹Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and its implementing regulations.

B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/or other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2024-2025** school year.

C. The ASEP agrees to submit to the LEA by **October 1, 2025** an invoice with final expenditure report for the services provided pursuant to this Agreement.

D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.

E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA NY State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2024-2025 school year:

The October 4, 2023 student count from the LEA for IDEA Section 611 was 2 at a cost of \$1,804 each.

The October 4, 2023 student count from the LEA for IDEA Section 619 was 2 at a cost of \$717 each.

V. INDEMNIFICATION:

The ASEP shall indemnify, defend and hold harmless the LEA from any and all losses, damages, liabilities, expenses (including attorney fees), costs, claims or causes of action arising from or out of any breach by the ASEP or its agents or representatives in the performance of its obligations under this Agreement.

VI. ASSURANCES:

The parties agree that:

A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.

B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.

C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

The parties acknowledge their agreement to the above terms by the signing by their authorized representatives:

ASEP:

LEA:



Authorized Representative

Authorized Representative

EXECUTIVE DIRECTOR

Title

President, Board of Education

Title

8/5/24

Date

Date

MEMORANDUM OF AGREEMENT
Between
NYSARC, Inc., Suffolk AHRC As An Approved Special Education Program (ASEP)
And
Westhampton Beach UFSD As A Local Education Agency (LEA)

This agreement is made and entered into by and between the Westhampton Beach Union Free School District located at 340 Mill Road, Westhampton Beach, New York 11978, hereinafter referred to as the "LEA" (Local Educational Agency), and **NYSARC, Inc., Suffolk AHRC**, 2900 Veterans Memorial Highway, Bohemia, NY 11716 hereinafter referred to as the "ASEP" (Approved Special Education Program) with respect to special education services for the **2024-2025** school year funded by Federal IDEA1 Part B Flow-Through Funds ("Section 611" and "Section 619").

It is hereby agreed by and between the LEA and the ASEP that:

I. PURPOSE:

The parties agree that the purpose of this Agreement is to establish the ASEP's relationship with the LEA with regard to services provided under the Agreement as one of "vendor" and not as "subrecipient" under the IDEA.

II. DURATION OF AGREEMENT:

This Agreement shall be for the period **July 1, 2024** through **June 30, 2025**.

III. SERVICES:

During the term of the Agreement the ASEP will provide the LEA with contracted services for students enrolled in the ASEP's special education program as follows:

A. Special Education Services

IV. APPLICATION FOR AND PAYMENT OF FUNDS

A. The LEA agrees that it will submit all necessary applications to obtain its allocation of federal IDEA flow-through funds (including any applications for supplemental allocations, if applicable), to the State Education Department ("SED") and/or other applicable entities in a timely fashion.

1 Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and its implementing regulations.

B. The ASEP agrees that it will submit all necessary applications to request sub-allocation of federal IDEA flow-through funds to the LEA and SED and/or other applicable entities in a timely fashion, and to further provide any additional information needed by the LEA to complete its procedures to obtain funds for the **2024-2025** school year.

C. The ASEP agrees to submit to the LEA by **October 1, 2025** an invoice with final expenditure report for the services provided pursuant to this Agreement.

D. The LEA agrees to promptly remit payments of the ASEP's share of sub-allocated IDEA flow-through funds to the ASEP.

E. The parties agree that the time schedules, methods and manner of all such applications, requests for payment, and remittances of payment shall be in accordance with the requirements of the IDEA New York State Education Law 4410-b (Chapter 6 of the Laws of 2000), and as further directed by SED.

For purposes of reimbursement for the 2023-2024 school year.

1. The October 4, 2023 student count from the LEA served by the ASEP for IDEA Section 611 was 1 at a cost of \$1,804 each.
2. The October 4, 2023 student count from the LEA served by the ASEP for IDEA Section 619 was 0.

V. INDEMNIFICATION:

The ASEP shall indemnify, defend and hold harmless the LEA from any and all losses, damages, liabilities, expenses (including attorneys fees), costs, claims or causes of action arising from or out of any breach by the ASEP or its agents or representatives in the performance of its obligations under this Agreement.

VI. ASSURANCES

The parties agree that:

- A. The services provided pursuant to this Agreement shall be provided in accordance with all applicable federal and state laws and regulations.
- B. All payments received pursuant to this Agreement will be applied consistent with the supplanting/supplementing requirements of IDEA, as may be amended from time to time.
- C. All programs provided pursuant to this Agreement will be provided in compliance with applicable laws and regulations governing the receipt and expenditure of federal funds.

The parties acknowledge their agreement to the above terms by the signing by their authorized representatives:

LEA:
ASEP:

ASEP:
LEA:

BY: _____

Authorized Representative

President, BOE

Title

Date

BY: _____

Authorized Representative

John McGuigan, Chief Executive Officer
President, Board of Education

Title

08/06/2024

Date

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: August 13, 2024

Re: AS-7 ESBOCES Shared Services 2023-2024

I am recommending the Board of Education approve the attached final 2023-24 AS-7 contract for the district's Eastern Suffolk BOCES shared services.

If you have any questions, please let me know.

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2023 by and between the EASTERN SUFFOLK BOCES, party of the first part, and WESTHAMPTON BEACH UFSD, party of the second part.

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

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2023-24 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
301.100	Administration	0.0000	0.0000	Actual Usage	131,078.00	0.00	131,078.00	
302.100	Rental of Facilities	0.0000	0.0000	Actual Usage	52,184.00	0.00	52,184.00	
101.100	Career and Technical Education	26.0000	15,130.0000	Per Student	393,380.00	0.00	393,380.00	
101.110	Career and Technical Education-Misc	26.0000	15,130.0000	Inactive	393,380.00	-393,380.00	0.00	
101.120	Career and Tech. Ed./Transportation	0.0000	1,043.0000	Per Student	0.00	1,043.00	1,043.00	
103.110	Special Career Education 12-1-1	0.0000	26,416.0000	Annual	0.00	29,057.60	29,057.60	
103.111	Special Career Education 12-1-1	2.0000	52,832.0000	Annual	105,664.00	-105,664.00	0.00	
204.100	Special Education 12-1-4 Full Day	1.0000	74,379.0000	Per Student	74,379.00	14,875.80	89,254.80	
204.240	Occupational Therapy Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	10,136.88	12,804.48	
204.250	Physical Therapy Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	13,338.00	16,005.60	
204.260	Speech Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	10,136.88	12,804.48	
204.265	Vision Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	5,376.40	10,752.80	
205.100	Special Education 8-1-1 Full Day	2.0000	69,348.0000	Per Student	138,696.00	20,804.40	159,500.40	
205.205	Counseling Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	4,838.76	10,215.16	
205.210	Counseling Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	3,467.88	6,135.48	
205.235	Occupational Therapy Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	2,150.56	7,526.96	
205.255	Speech Individual	1.0000	5,376.4000	Sess/Stud/Wk/Yr	5,376.40	13,978.64	19,355.04	
205.260	Speech Group	1.0000	2,667.6000	Sess/Stud/Wk/Yr	2,667.60	0.00	2,667.60	
205.278	Class. Aide Shared 8-1-1+3 FD	1.0000	25,139.0000	Student/Year	25,139.00	32,680.70	57,819.70	
205.297	Parent Training	1.0000	195.7700	Per Hour	195.77	2,153.47	2,349.24	
205.434	Occupational Therapy Consult	1.0000	134.4100	Per Session	134.41	-134.41	0.00	
205.450	Medical Screening / Physical	0.0000	249.8500	Per Screening	0.00	249.85	249.85	
304.200	Speech Evaluation Bilingual ltn.	0.0000	988.5000	Per Evaluation	0.00	6,919.50	6,919.50	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Program/ Serial No.	Service	Basis for Current Contract					Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Current Contract			
304.800	Speech Impaired-SpecialBiling DNS	0.0000	0.0000	Per Student	988.50	0.00	988.50	988.50	
312.115	Psycho-Ed Reevaluation Biling. Itin	0.0000	1,260.4000	Per Evaluation	7,562.40	0.00	7,562.40	7,562.40	
312.800	School Psyc- SpecBiling DNS	0.0000	0.0000	Per Student	1,635.40	0.00	1,635.40	1,635.40	
313.422	Vision Consult Itinerant	0.0000	164.7200	Per Session	823.60	0.00	823.60	823.60	
317.100	Hearing Individual Itinerant	1.0000	6,442.4000	Sess/Stud/Wk/Yr	45,096.80	6,442.40	45,096.80	51,539.20	
317.125	Hearing Consult Itinerant	1.0000	161.0600	30 Min/Session	3,382.26	161.06	3,382.26	3,543.32	
352.490	Attendance Supervisor - Nassau	0.0000	0.0000	Cross Contract	8,663.40	0.00	8,663.40	8,663.40	
405.100	Exploratory Enrichment-Coord. Fee	0.0000	0.0000	Actual Usage	505.75	0.00	505.75	505.75	
405.110	Exploratory Enrichment Programs	0.0000	0.0000	Actual Usage	2,975.00	0.00	2,975.00	2,975.00	
432.110	Regional Summer School	0.0000	494.7000	Per Student	8,398.00	0.00	8,398.00	8,398.00	
432.120	Regents Review Class - Per Course	0.0000	232.5600	Per Student	928.00	0.00	928.00	928.00	
432.130	Regents Exam	0.0000	138.7200	Per Test	1,242.00	0.00	1,242.00	1,242.00	
438.120	Hospital Bound Non-classified	0.0000	1,955.0000	Per Week	3,910.00	0.00	3,910.00	3,910.00	
440.100	Arts-in-Ed. - Coordination Fee	0.0000	0.0000	Actual Usage	3,853.22	4,359.00	-505.78	3,853.22	
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	6,975.00	25,641.00	-18,666.00	6,975.00	
444.105	District Based Virtual Learning Sys	0.0000	0.0000	Actual Usage	0.00	11,686.56	-11,686.56	0.00	
444.105.115	Castle	0.0000	0.0000	Actual Usage	0.00	0.00	0.00	0.00	
444.400	Language Interpreting Service	0.0000	0.0000	Actual Usage	690.00	0.00	690.00	690.00	
444.400.105	Nuestro Language Services	0.0000	0.0000	Actual Usage	481.21	621.00	-139.79	481.21	
444.400.110	Propio Language Services	0.0000	0.0000	Actual Usage	1,300.00	0.00	1,300.00	1,300.00	
455.490	Law Related Education - Western	0.0000	0.0000	Cross Contract	2,209.50	0.00	2,209.50	2,209.50	
477.490	Alternative Ed Option 1 - Western	0.0000	0.0000	Cross Contract	18,605.01	15,000.00	3,605.01	18,605.01	
505.100	District Printing/Duplication	0.0000	0.0000	Actual Usage	18,605.01	15,000.00	3,605.01	18,605.01	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSB
School Year 2023-24

Program/ Serial No.	Service	Basis for Current Contract					Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Unit Cost	Actual Usage				
509.100	Summer SPED Supervision	0.0000	0.0000	Actual Usage	0.0000	2,797.50	0.00	2,797.50	2,797.50	
514.130	IT Acq.-One Time Acquisitions	0.0000	0.0000	Actual Usage	0.0000	53,289.14	34,786.70	18,502.44	53,289.14	
514.430	School Data Bank Svc-Full Service	1,778.0000	9.4600	Per Student	0.0000	0.00	16,819.88	0.00	16,819.88	
515.100	Psychiatric On-Site Consult/Observe	0.0000	407.6600	Per Hour	0.0000	2,649.79	0.00	2,649.79	2,649.79	
515.130	Stony Brook Psych. Report Itinerant	0.0000	1,303.6100	Per Evaluation	0.0000	3,910.83	0.00	3,910.83	3,910.83	
515.160	ADOS Stony Brook DD Itinerant	0.0000	1,718.3900	Per Evaluation	0.0000	3,436.78	0.00	3,436.78	3,436.78	
515.161	Autism Speciality Report Itinerant	0.0000	1,718.3900	Per Evaluation	0.0000	1,718.39	0.00	1,718.39	1,718.39	
515.165	ADOS & Psych. Stony Brook DD Itin.	0.0000	1,931.7100	Per Evaluation	0.0000	3,863.42	0.00	3,863.42	3,863.42	
515.800	Psychiatric Consult.-SpecBill DNS	0.0000	0.0000	Per Student	0.0000	2,903.49	0.00	2,903.49	2,903.49	
516.100	Library Services/Media Part.	0.0000	1,954.2000	Per District	0.0000	1,954.20	1,954.20	0.00	1,954.20	
516.210	Lib. Svc/Media-Virtual Ref. Collect	1,594.0000	10.5400	Per Student	0.0000	0.00	16,800.76	0.00	16,800.76	
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	0.0000	11,525.10	11,525.10	0.00	11,525.10	
531.100	NYS Curriculum & Assessment Svc	1.0000	8,000.0000	Service	0.0000	0.00	8,000.00	0.00	8,000.00	
531.200	MLP/Frontline	0.0000	0.0000	Actual Usage	0.0000	9,293.99	9,293.99	0.00	9,293.99	
531.300	Customized Staff Development	0.0000	0.0000	Actual Usage	0.0000	8,625.00	0.00	8,625.00	8,625.00	
531.315	Professional Development Workshops	0.0000	0.0000	Actual Usage	0.0000	8,896.00	4,499.00	4,397.00	8,896.00	
531.440	Staff Development-Public Relations	0.0000	0.0000	Actual Usage	0.0000	15,180.20	15,180.20	0.00	15,180.20	
531.530	NYSAA Grades 3-HS Training for CBT	0.0000	0.0000	Actual Usage	0.0000	295.42	0.00	295.42	295.42	
531.630	Sub-Reimburse-Regional/Indist Wksh	0.0000	0.0000	Actual Usage	0.0000	1,391.66	0.00	1,391.66	1,391.66	
531.631	SubReimburs Rgl/Indist CoordFee	0.0000	0.0000	Actual Usage	0.0000	139.17	0.00	139.17	139.17	
531.636	Sub-Reimburse-NYSAA Workshops	0.0000	0.0000	Actual Usage	0.0000	0.00	140.00	-140.00	0.00	
531.637	SubReimburs NYSAAWkspCoordFee	0.0000	0.0000	Actual Usage	0.0000	0.00	14.00	-14.00	0.00	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Program/Serial No. Service		Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
Quantity/Share	Unit Cost	Cost Basis	Current Fixed Cost					
32.100 Model Schools								
532.100.110	Model Schools < 2000 students	1.0000	4,190.0000 Annual	0.00	4,190.00	0.00	4,190.00	
32.160	Model Schools Workshops	0.0000	0.0000 Actual Usage	465.00	0.00	465.00	465.00	
32.200	Model Schools - On-Site Staff Devel	0.0000	1,031.0000 Per Day	6,186.00	0.00	6,186.00	6,186.00	
32.205	Model Schools OnSite Staff Dev Tech	0.0000	0.0000 Actual Usage	0.00	1.00	-1.00	0.00	
30.490	Common Set of Learning - Western	0.0000	0.0000 Cross Contract	17,451.56	15,000.00	2,451.56	17,451.56	
01.030 Frontline RTI								
601.030.100	Frontline RTI-Direct	0.0000	0.0000 Actual Usage	3,968.82	3,968.82	0.00	3,968.82	
601.030.240	Frontline RTI Mgmt. Fee	0.0000	0.0000 Actual Usage	595.32	595.32	0.00	595.32	
601.030.250	Frontline RTI BOCES Support	951.0000	0.4200 Per Student	0.00	399.42	0.00	399.42	
01.150	Admin One-Time Tech. Acq.	0.0000	0.0000 Actual Usage	11,918.23	7,471.20	4,447.03	11,918.23	
01.200	Web Services - Public Relations	0.0000	0.0000 Actual Usage	6,700.00	6,700.00	0.00	6,700.00	
01.220 NYS Required Reporting								
601.220.200	NYS Req. Report per stud-PS/PK-12	1,778.0000	5.2500 Per Student	0.00	9,334.50	0.00	9,334.50	
601.220.300	NYS Required Reporting	1,778.0000	0.6800 Per Student	0.00	1,209.04	0.00	1,209.04	
01.225 BARS on the WEB								
601.225.400	Automated BARS Re-Sort Discount	1.0000	844.1800 Per District	0.00	844.18	0.00	844.18	
01.440 Emergency and Notification Systems								
601.440.220	ParentSquare	0.0000	0.0000 Actual Usage	10,674.30	10,674.30	0.00	10,674.30	
01.468 Visitor Management Systems								
601.468.110	Raptor Licensing and Maintenance	0.0000	0.0000 Actual Usage	2,156.25	2,156.25	0.00	2,156.25	
01.470 Administrative District Platforms								
601.470.400	Hudi-Annual License Fee	0.0000	0.0000 Actual Usage	10,810.00	10,810.00	0.00	10,810.00	
601.470.550	K12 Insight	0.0000	0.0000 Actual Usage	22,770.00	0.00	22,770.00	22,770.00	
601.470.750	FinalForms	0.0000	0.0000 Actual Usage	4,157.25	0.00	4,157.25	4,157.25	
01.475 Facilities Management Systems								
601.475.160	SchoolDude-FS Direct, Event Manag	0.0000	0.0000 Annual	3,608.27	3,608.27	0.00	3,608.27	
01.480 Data Protection Officer Support								
601.480.120	Level 2-Up to 7 Days (501-2500 st	1.0000	13,702.0000 Annual	-13,702.00	13,702.00	-13,702.00	0.00	
01.510 Power School								

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Basis for Current Contract				
					Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract	
601.510.110	PowerSchool Lic Fee>2nd yr Maint	0.0000	0.0000	Actual Usage	11,205.44	11,205.44	0.00	11,205.44	
601.510.129	PowerSchool Power Pack License Fe	0.0000	0.0000	Actual Usage	4,088.27	4,088.27	0.00	4,088.27	
601.510.140	PowerSchool Administrative Fee	0.0000	0.0000	Actual Usage	2,294.06	2,294.06	0.00	2,294.06	
601.510.145	PowerSchool K-12 District BOCES S	1,843.0000	9.2500	Per Student	0.00	17,047.75	0.00	17,047.75	
601.510.210	Power School BOCES Hosting Fee	0.0000	0.0000	Actual Usage	6,880.24	6,880.24	0.00	6,880.24	
!01.860 Northwest Evaluation Assoc.									
601.860.170	NWEA Management Fee	0.0000	0.0000	Actual Usage	1,744.35	1,744.35	0.00	1,744.35	
601.860.175	Map Growth Multi Subject	802.0000	14.5000	Per Student	0.00	11,629.00	0.00	11,629.00	
!01.875 Third Party Assessments									
601.875.100	Base Fee Per District	0.0000	3,000.0000	Per District	3,000.00	0.00	3,000.00	3,000.00	
601.875.110	Add'l Fee Per Student Enrollment	0.0000	2.0000	Per Student	2,550.00	0.00	2,550.00	2,550.00	
601.875.150	Management Fee	0.0000	0.0000	Actual Usage	825.00	0.00	825.00	825.00	
!01.890 Right Reason Technology									
601.890.112	RightPathAPPR/SLO AllComp 1000-19	1.0000	10,500.0000	Annual	0.00	10,500.00	0.00	10,500.00	
601.890.160	RRT per Stdnt Data Intergration	0.0000	0.0000	Actual Usage	3,600.00	3,600.00	0.00	3,600.00	
601.890.240	RRT Management Fee	0.0000	0.0000	Actual Usage	2,115.00	2,115.00	0.00	2,115.00	
!01.990 Test Scanning and Reporting									
601.990.100	Score Report Set-up Fee	0.0000	0.0000	Actual Usage	75.00	0.00	75.00	75.00	
601.990.101	Score Report (Science) Vendor	0.0000	0.8100	Per Test	0.00	0.00	0.00	0.00	
601.990.102	Score Report (ELA) Vendor	0.0000	0.8100	Per Test	342.63	0.00	342.63	342.63	
601.990.103	Score Report (Math) Vendor	0.0000	0.8100	Per Test	264.06	0.00	264.06	264.06	
601.990.104	Score Report Postage/Shipping	0.0000	0.0000	Actual Usage	379.52	0.00	379.52	379.52	
601.990.106	Epson Scanner for Regents Scannin	0.0000	0.0000	Actual Usage	665.00	0.00	665.00	665.00	
601.990.107	Score Report Digital File Fee	0.0000	0.0000	Actual Usage	240.56	0.00	-240.56	0.00	
601.990.108	Score Report (NYSESLAT) Vendor	0.0000	0.8100	Per Test	137.70	0.00	137.70	137.70	
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	585.0000	5.4900	Per Test	16.47	3,211.65	16.47	3,228.12	
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	585.0000	5.4900	Per Test	-889.38	3,211.65	-889.38	2,322.27	
601.990.180	Test Scan/Rpt NYS Science	225.0000	5.4900	Per Test	-717.81	1,235.25	-717.81	517.44	
601.990.220	Test Scanning and ReportingNYSITE	75.0000	7.0100	Per Test	-141.89	525.75	-141.89	383.86	
601.990.300	Test Scan/Rpt NYSESLAT	182.0000	10.5000	Per Test	-57.00	1,911.00	-57.00	1,854.00	
601.990.312	NYSAA Exam	30.0000	5.4900	Per Test	-164.70	164.70	-164.70	0.00	
601.990.317	NYSAA Exam Minimum	0.0000	122.6700	Per Exam Period	122.67	0.00	122.67	122.67	
601.990.320	Test Scan/Rpt Regents All Exams	1,775.0000	3.3400	Per Test	-731.56	5,928.50	-731.56	5,196.94	

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Program/ Serial No.	Service	Quantity/ Share	Unit Cost	Cost Basis	Basis for Current Contract			Initial Contract	Adjustments To Date	Current Contract
					Current Fixed Cost	Current Fixed Cost	Current Fixed Cost			
601.990.329	AP Adv Data Loading Service	1.0000	2,080.5900	Per Year	0.00	0.00	2,080.59	0.00	2,080.59	
303.110	BOCES Special Ed. Winter Transp.	0.0000	0.0000	Actual Usage	112,749.60	0.00	71,712.00	41,037.60	112,749.60	
303.120	BOCES Special Ed. Summer Transp.	0.0000	0.0000	Actual Usage	27,056.68	0.00	42,786.00	-15,729.32	27,056.68	
303.210	Transp.-Sp.Ed./Homeless/Res.-Winter	0.0000	0.0000	Actual Usage	266,522.65	0.00	285,000.00	-18,477.35	266,522.65	
303.220	Transp.-Sp.Ed./Homeless/Res.-Summer	0.0000	0.0000	Actual Usage	3,150.00	0.00	5,362.00	-2,212.00	3,150.00	
304.110	Transportation - SCE	0.0000	0.0000	Actual Usage	0.00	0.00	1.00	-1.00	0.00	
304.120	Transportation - CTE	0.0000	0.0000	Actual Usage	0.00	0.00	1.00	-1.00	0.00	
304.130	Transportation- Coach & Field Trips	0.0000	0.0000	Actual Usage	418,614.10	0.00	195,278.00	223,336.10	418,614.10	
307.120	Transportation - Nonpublic School	0.0000	0.0000	Actual Usage	130,075.93	0.00	1.00	130,074.93	130,075.93	
307.130	Transportation - In-District Summer	0.0000	0.0000	Actual Usage	13,944.00	0.00	1.00	13,943.00	13,944.00	
307.230	Transportation - In-District Winter	0.0000	0.0000	Actual Usage	1,415,708.38	0.00	1,359,768.00	55,940.38	1,415,708.38	
309.300	Communications Consulting/PR	0.0000	0.0000	Actual Usage	33,199.00	0.00	33,199.00	0.00	33,199.00	
512.110	Cooperative Bidding	1.0000	4,091.8000	Per Year	0.00	0.00	4,091.80	0.00	4,091.80	
518.110	Health & Safety Consultant	0.0000	0.0000	Actual Usage	32,854.57	0.00	0.00	32,854.57	32,854.57	
518.120	Health/Safety Basic Svc Base Price	1.0000	3,500.0000	Service	0.00	0.00	3,500.00	0.00	3,500.00	
518.130	Health/Safety Basic Svc # bldgs	3.0000	538.0000	Per Building	0.00	0.00	1,614.00	0.00	1,614.00	
518.150	Health/Safety - Specialist	0.2500	22,803.0000	Day/Week/Year	0.00	0.00	5,700.75	0.00	5,700.75	
623.110	Nonpublic Textbk Distr - Admin Fee	21.0000	99.6900	Per Student	-398.76	0.00	2,093.49	-398.76	1,694.73	
623.120	Nonpublic Textbk Dist. - Textbook Fee	21.0000	182.6400	Per Student Est	-1,095.84	0.00	3,835.44	-1,095.84	2,739.60	
633.110	Health Ins. Coord. Svc.-East End	329.0000	124.2400	Employee/Year	-623.81	0.00	40,874.96	-623.81	40,251.15	
633.130	Workers Comp Consortium Coord.	353.0000	11.8400	Employee/Year	-106.56	0.00	4,179.52	-106.56	4,072.96	
665.490	State Aid & Financial Plan-Questar	0.0000	0.0000	Cross Contract	3,515.00	0.00	6,790.00	-3,275.00	3,515.00	
676.490	GASB 75 Planning & Val - Capital	0.0000	0.0000	Cross Contract	1,256.10	0.00	3,500.00	-2,243.90	1,256.10	

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES WESTHAMPTON BEACH UFSD	School Year 2023-24
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Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
390.490	Regional Recruitment - Putnam	0.0000		0.0000	Cross Contract	5,000.00	-2,450.00	2,550.00

EASTERN SUFFOLK BOCES
201 SUNRISE HIGHWAY
PATCHOGUE, NY 11772

EASTERN SUFFOLK BOCES
WESTHAMPTON BEACH UFSD
School Year 2023-24

Summary:

Total of Service Costs - All Funds: 3,875,508.97 (Except 001/002)
Capital Costs: 52,184.00 (CoSer 002)
Adm. & Clerical Costs: 131,078.00 (CoSer 001)
Total Contract Costs: 4,058,770.97

The party of the second part hereby agrees to pay the total contract cost to the party of the first part.

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


Signature, President and/or Clerk, BOCES

EASTERN SUFFOLK BOCES
(Party of the First Part)
201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-
(Post Office Address)

WESTHAMPTON BEACH UFSD
(Party of the Second Part)
340 Mill Road, WESTHAMPTON BEACH, NY, 11978
(Post Office Address)

Teacher Center of the Western Hamptons

Instructor Contract



Instructor:

Jennifer Chernis


14 Carlile Rd

Center Moriches, NY 11934

Course: Cricut for Beginners Workshop

Course Dates & Times: 7/18/24 8 AM - 12 PM

Total Cost: \$320



Jennifer Chernis (Instructor)

Dariah Luciano

Dariah Luciano (TCWH Director)

BOE President



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

August 19, 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	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
*Christie Boneillo	Special Education	Students with Disabilities	High School	Step 1D, MA	\$61,409	9/1/24	8/31/28
**Laura Mara	Music	Music	High School	Step 5F, MA+20	\$76,506	9/1/24	8/31/27
*Nicole Shea	Teaching Assistant	Social Studies 7-12	High School	—	\$25,000	9/1/24	8/31/28

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Michelle Duffy	MS Grade 6 Team Leader	\$3,277.04	8/29/24 - 6/30/25
Michelle Bennett	MS Grade 7 Team Leader	\$3,277.04	8/29/24 - 6/30/25
Asa Grunenwald	MS Grade 7 Team Leader	\$3,277.04	8/29/24 - 6/30/25
Rob Coleman	MS Grade 8 Team Leader	\$3,277.04	8/29/24 - 6/30/25
Tania Dutton	MS Grade 8 Team Leader	\$3,277.04	8/29/24 - 6/30/25
Cynthia Hart	0.2 FTE Grade 6 Writing Support	\$23,267	8/29/24 - 6/30/25
Michelle Duffy	0.2 FTE STEM Workshop	\$23,267	8/29/24 - 6/30/25
Joshua Seifert	0.2 FTE HS Band	\$23,267	8/29/24 - 6/30/25
Amy Demchak-Connell	0.2 FTE Business	\$23,267	8/29/24 - 6/30/25
Benjamin Grodski	0.2 FTE AP Chemistry	\$23,267	8/29/24 - 6/30/25
Frank Diehl	0.1 FTE AP Biology Academic Study	\$10,889	8/29/24 - 6/30/25
Maria Pepey	0.1 FTE AP Biology Academic Study	\$11,606	8/29/24 - 6/30/25
Michael Davies	HS Driver Education Teacher	\$150/hour	7/1/2024
Marissa Diveris	HS-MS 0.8 FTE Social Studies Teacher HS 0.2 FTE Permanent Substitute Teacher	Step 2B, BA+15, \$57,392 (prorated) \$160/day (prorated)	8/29/2024 - 6/30/2025
Danielle Musumeci	ES RTI/Title I Teacher	6.5 hours/day, \$35/hour	9/30/24 - 6/6/25
Yolanda Hollander	ES 0.4 FTE Reading/RTI Teacher ES Title Teacher ES Permanent Substitute	Step 4D, MA, \$70,010 (prorated) 4.25 hours, \$35/hour 4.25 hours, \$160/day (prorated)	8/29/24 - 6/30/25 9/30/24 - 6/6/25 8/29/24 - 9/27/24 and 6/9/25 - 6/30/25
Jared Zenie	0.6 FTE Physical Education Teacher 0.4 FTE Permanent Substitute Teacher	Step 1A, BA, \$52,525 (prorated) \$160/day (prorated)	8/29/24 - 6/30/25

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

NAME	POSITION	EFFECTIVE DATE	REASON
Nicolette Galante	HS Foreign Language Teacher	8/15/24	Resignation
Alexandra Chierichella	JV Girls Volleyball Coach	7/24/24	Resignation
Shaun Johnson	MS Soccer Coach	8/9/24	Resignation

4. Appointment of Substitutes

4.1 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
Regina Vander Schaaf	Certified Per Diem Substitute	\$140/day
Deborah LoGelfo	ES Permanent Substitute Teacher	\$160/day
Mary Milano	ES Permanent Substitute Teacher	\$160/day
Gabriella Thomasch	ES Permanent Substitute Teacher	\$160/day
Emily Behr	MS Permanent Substitute Teacher	\$160/day
Emily Ingrassia	MS Uncertified Per Diem Sub/Perm Sub Teacher	\$125/day - \$160/day (pending certification)
Robert Pinney	MS Uncertified Per Diem Sub/Perm Sub Teacher	\$125/day - \$160/day (pending certification)

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
Tracy Ferguson	ES Teacher Aide	\$21,500	8/29/24
Lisa Danisi	MS Teacher Aide	\$21,500	8/29/24
Laura Hansen	ES Senior Office Assistant - Permanent	Step 19, \$67,670	8/20/24
Caroline Hiltveit	HS Senior Office Assistant - Permanent	Step 2, \$40,903	8/20/24
Gabriela Argote Albrecht	MS Cook	\$28.50/hour	8/29/24
Mercedes Zambrano	HS Assistant Cook	\$22.25/hour	8/29/24

2. Appointment of Substitutes

2.1 The following are appointed, conditioned upon fingerprint clearance, as Substitute Custodial Workers for the 2024-2025 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Harry Schultz	Substitute Custodial Worker I	\$20/hour

2.3 The following are appointed, conditioned upon fingerprint clearance, as Substitute Teacher Aides for the 2024-2025 school Year at the rate approved by the Board of Education at its Organizational Meeting:

NAME	POSITION	RATE OF PAY
Kim Kametler	Substitute Teacher Aide	\$125/day

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

NAME	POSITION	EFFECTIVE DATE	REASON
Harry Schultz	HS Custodial Worker I	8/30/24	Retirement
Marlina Kosasih	HS Cook	7/18/24	Resignation
Alexander Hamilton	ES Custodial Worker I	8/2/24	Resignation
Christine Davis	MS Teacher Aide	6/30/24	Resignation
Gabriela Argote Albrecht	MS Assistant Cook	8/28/24	Resignation
Mercedes Zambrano	HS Food Service Worker	8/28/24	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
Benjamin Grodski	Chemical Hygiene Officer	\$50.22/hour
Carrie Bender	Services for Students with Disabilities (SSD) Coordinator	\$50.22/hour
Zachary Arrasate	Proctor	\$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
Nicholas Lynch	High School	Football - Varsity
Riley Smith	High School	Girls Tennis - Varsity Assistant
Declan Kerns	High School	Boys Volleyball - 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
Jared Zenie	High School	Girls Soccer - JV	\$5,500.76
Mary Milano	High School	Girls Volleyball - Varsity Assistant	\$5,943.40
Shea Bennett	High School	Girls Volleyball - JV	\$5,156.95

Date Submitted to the Board of Education: _____