

TYPE: Board Meeting

DATE: 9/16/2024 **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 8/19/24 & 9/9/24 Action

6. SPECIAL EDUCATION

- 1. Approval of CSE recommendations from the following meeting dates: 8/6, 8/7, 8/19, 8/20, 8/22, 8/23, 8/26, 8/29, 8/30, 9/3, 9/6, 9/9 and CPSE 8/6 & 8/20. Action

7. FINANCIALS

8. SUPERINTENDENT'S REPORT

- 1. Approval of Teacher Center Instructor Contract Action
- 2. MS Extra Classroom Activity Funds - Treasurer Action
- 3. HS Extra Classroom Activity Funds - Treasurer Action
- 4. Approval of Individual Teaching Assistant Memorandum of Salary and Benefits Action
- 5. Approval of Bond Counsel Agreement Action
- 6. Approval of Health and Welfare Service Agreement Action
- 7. Approval of Agreement with Peconic Bay Primary Medical Care Action
- 8. Approval of Software Provider Agreement Action
- 9. Approval of Consultant Data Services Contract Action
- 10. Approval of Consultant Services Contracts Action
- 11. Approval of Field Trip Action
- 12. Disposal of Assets Action

9. PERSONNEL

- 1. Resignation/HS Assistant Cook Action
- 2. Resignation/Coaching Staff Action
- 3. Appointment/MS FACS Leave Replacement Teacher Action
- 4. Appointment/ES Permanent Substitute Teacher Action
- 5. Appointment/ES Teacher Aide Action
- 6. Request for Medical Leave of Absence/HS Science Teacher Action

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|-----|---|--------|
| 7. | Rescind Appointment/ES Title I Teacher | Action |
| 8. | Appointment/Substitutes for the 2024-2025 School Year | Action |
| 9. | Appointment/HS Additional Sections Science Classes | Action |
| 10. | Appointment/MS Additional Sections | Action |
| 11. | Appointment/HS Foreign Language Teacher | Action |
| 12. | Appointment/ES, MS, HS Co-Curricular Advisorships | Action |
| 13. | Appointment/HS Senior Office Assistant | Action |
| 14. | Appointment/Volunteer Coach | Action |
| 15. | Appointment/Food Service Worker | Action |
| 16. | Resignation/HS Special Education Teacher | Action |
| 17. | Appointment/MS Custodial Worker I | Action |
| 18. | Appointment/HS Custodial Worker I | Action |
| 19. | Appointment/Coaching Recommendation | Action |

4. PUBLIC PARTICIPATION

- | | | |
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| 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

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

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. ADJOURNMENT

- | | | |
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| 1. | Adjournment | Action |
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WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 Mill Road
Westhampton Beach, NY 11978



Minutes of Regular Board of Education Meeting
High School Library
Monday, August 19, 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

Absent: 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 4 attendees.

The meeting was called to order by Ms. Lanni-Hewitt, President at 7:00 p.m.

The pledge was conducted.

APPROVAL OF MINUTES

On motion of Ms. Wright, second by Ms. Arrasate, the minutes of the July 8, 2024 board meeting, to be and are hereby approved.

Vote: Yes 6 No 0

SPECIAL EDUCATION

On motion of Ms. Wright, second by Ms. Arrasate, 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 6/13, 7/1, 7/8, 7/10, 8/6, 8/12 and CPSE 7/9, 7/15 and 7/18, to be and hereby are approved.

Vote: Yes 6 No 0

FINANCIALS

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to approve audited and paid claims 0202-0015, as submitted, are hereby approved.

Vote: Yes 6 No 0

On motion of Ms. Arrasate, second by Ms. Neumaier, the recommendation to approve extraclass activities ES, MS and HS, May - June 2024, as submitted, are hereby approved.

Vote: Yes 6 No 0

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to approve monthly treasurer's reports - June 2024, as submitted, are hereby approved

Vote: Yes 6 No 0

SIGNATORY FOR STATE REPORTS

On motion of Ms. Arrasate, second by Ms. Neumaier, the resolution designating the signatory for state reports to the board president, to be and is hereby approved.

Vote: Yes 6 No 0

LAPTOP FINANCING

On motion of Ms. Wright, second by Mr. Fay, the following resolution approving the financing of laptops, as submitted, to be and hereby is approved:

WHEREAS the Board of Education of the Westhampton Beach Union Free School District ("Board" or "District") proposes through an installment purchase or lease purchase agreement to finance the acquisition of certain instructional equipment ("Equipment") as described in the Master Lease Purchasing Agreement dated July 1, 2024, by and between Apple Inc. ("Lessor") and the Board, and it is in the best interest of the District to authorize and award a Lease Purchase Agreement on the terms set forth in a request for proposals process to solicit alternative financing quotations, and authorize and direct execution of a lease purchase agreement and certain other documents in connection therewith; and

WHEREAS, in accordance with the Request for Proposals, dated June 14, 2024, for a Tax-Exempt Lease Purchase Agreement ("Request for Proposals"), the District received proposals for the lease purchase financing agreement described in said Request for Proposals;

WHEREAS, the funds made available under the Lease Purchase Agreement will be deposited with a bank selected by the Lessor, and will be applied to the acquisition of the Equipment in accordance with the LPA; and

WHEREAS, Lessor has given the District notice of its assignment to Wells Fargo Vendor Financial Services, LLC ("Bank"), of all its rights in and to the Master Lease Purchasing Agreement, and has appointed said Bank as its servicer with respect to the Lease Purchase Agreement; and

WHEREAS, the District has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment and the execution and delivery of the Lease Purchase Agreement; and

WHEREAS, the District is authorized to enter into the Lease Purchase Agreement with the Lessor substantially in the forms presented to this meeting or hereafter approved as provided herein:

NOW THEREFORE, BE IT RESOLVED by the Board of Education of the Westhampton Beach Union Free School District that based on the District's evaluation of such proposals, the Board, pursuant to the requirements of Section 104-b of the General Municipal Law of the State of New York hereby authorizes its Board President to execute, acknowledge and deliver the Lease Purchase Agreement entered into between the Lessor and the Board. The Lease Purchase Agreement shall be for a term of approximately three (3) school years, beginning with the 2024-25 school year and terminating at the end of the 2026-27 school year. The aggregate amount of the lease purchase payments is \$2,139,618.70. The total amount of installment purchase/lease payments in any fiscal year shall not exceed the amount of \$834,084.70. The Lease Purchase Agreement shall comply with the requirements of Section 109-B of the General Municipal Law of the State of New York to the extent applicable thereto.

This resolution shall take effect immediately upon its adoption.

Adopted and approved this 19th day of August, 2024.

Vote: Yes 6 No 0

TEACHING ASSISTANT MEMORANDUMS OF AGREEMENT

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to approve agreements for Marisa DeMarco and Sarah Fabian, is hereby accepted.

Vote: Yes 6 No 0

INDIVIDUAL STUDENT TUITION CONTRACTS

On motion of Ms. Arrasate, second by Mr. Fay, the recommendation to approve individual student tuition contracts for five (5) students for the 24-25 school year, is hereby accepted.

Vote: Yes 6 No 0

SENDING DISTRICT INSTRUCTION CONTRACTS

On motion of Ms. Arrasate, second by Ms. Wright, the resolution authorizing the Board of Education President to execute instruction contracts (SA-10 form) with the sending districts (East Moriches, East Quogue, Remsenburg-Speonk), to be and is hereby approved.

Vote: Yes 6 No 0

BUDGET TRANSFERS

On motion of Ms. Wright, second by Ms. Arrasate, the following budget transfer requests, as submitted, to be and are hereby approved.

	From		To		Amount
	Code Number	Code Title	Code Number	Code Title	
1.	1620-417-00-01 1620-417-00-02 1620-417-00-03	Refuse Removal HS Refuse Removal MS Refuse Removal ES	1620-417-00-05	Refuse Removal DW	\$9,500 \$9,500 \$6,000
2.	9060-800-00-05	Medical Insurance	2110-153-00-05	Retirement Sick Pay	\$165,000
3.	5540-490-00-06	BOCES Trans-Athletics	5540-490-00-05	BOCES Trans-Reg Trans	\$15,000
4.	9050-800-00-05	Unemployment Insurance	1380-400-00-05	Fiscal Agent Fees	\$1,000
5.	9050-800-00-05	Unemployment Insurance	1325-400-00-05	Finance Attorney Fees	\$9,150
6.	2855-400-00-05	Athletics-Contractual	2855-490-00-05	Athletics- BOCES Services	\$15,250

Vote: Yes 6 No 0

CESSPOOL SERVICES

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to extend the current agreement with United Site Services for the 24-25 school year, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

METRO THERAPY

On motion of Ms. Arrasate, second by Ms. Neumaier, the recommendation to approve the addendum to previously approved agreement to include fees for administrative services and the CSE/CPSE chairperson, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

BID AWARD/BID EXTENSION

On motion of Ms. Arrasate, second by Mr. Fay, the recommendation to accept the bid award from West Music Company and Music & Arts, and the recommendation to accept the bid extension from Pro Cold East Refrigeration Utilities for the 24-25 school year as submitted, to be and are hereby approved.

Vote: Yes 6 No 0

RFP AWARDS

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to continue bond counsel services with Hawkins Delafield & Wood, LLP, and the recommendation to continue services with Peconic Bay Medical Center, Northwell Health for school physician and student physicals, each for the 24-25 school year, as submitted, to be and are hereby approved.

Vote: Yes 6 No 0

CONSULTANT SERVICES CONTRACTS

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to approve the following consultant services contracts, as submitted, to be and are hereby approved:

- Amergis Healthcare Staffing, Inc.
- Family Service League
- LDinfo Publishing, LLC
- Ro Health, LLC

Vote: Yes 6 No 0

TRANSPORTATION CONTRACTS

On motion of Ms. Arrasate, second by Ms. Wright, the recommendation to approve the following five transportation contracts with Eastern Suffolk BOCES for the 24-25 school year, to be and are hereby approved:

- 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)

Vote: Yes 6 No 0

EDUCATIONAL SOFTWARE CONSULTANT AGREEMENTS

On motion of Ms. Neumaier, second by Ms. Wright, the recommendation to approve the following consultant service contracts for the following providers, as submitted, to be and are hereby approved:

- Eduware, Inc.
- JuiceMind, Inc.

Vote: Yes 6 No 0

On motion of Ms. Arrasate, second by Ms. Neumaier, the resolution authorizing the execution of two (2) IDEA 611/619 flow-through funds memorandums of agreement, to be and are hereby approved:

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

Vote: Yes 6 No 0

FINAL SHARED SERVICES CONTRACT WITH BOCES

On motion of Ms. Wright, second by Mr. Fay, the resolution authorizing the final shared services contract with Eastern Suffolk BOCES for the 2024/25 school year, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

TEACHER CENTER CONTRACT

On motion of Ms. Wright, second by Ms. Neumaier, the resolution authorizing the Board of Education President to execute a contract with Jennifer Chernis for a Teacher Center to the Western Hamptons class, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

DONATION

On motion of Ms. Neumaier, second by Ms. Wright, the donation of 15 gold vests in the amount of \$646.35 to be used by the golf team, to be and is hereby adopted.

Vote: Yes 6 No 0

HARRY SCHULTZ

On motion of Ms. Arrasate, second by Mr. Bennett, the resignation of Harry Schultz from his position of High School Custodial Worker I, for the purpose of retirement, with his last day of employment to be August 30, 2024 and his retirement to be effective August 31, 2024, to be and is hereby accepted.

Vote: Yes 6 No 0

ALEXANDER HAMILTON

On motion of Ms. Neumaier, second by Ms. Wright, the resignation of Alexander Hamilton from his position as an ES Custodial Worker I, effective August 2, 2024, is hereby approved.

Vote: Yes 6 No 0

MARLINA KOSASIH

On motion of Ms. Wright, second by Ms. Arrasate, the resignation of Marlina Kosasih from her position as a HS Cook, effective July 18, 2024, is hereby approved.

Vote: Yes 6 No 0

ALEXANDRA CHIERICHELLA

On motion of Ms. Wright, second by Ms. Neumaier, the resignation of Alexandra Chierichella as the JV Girls Volleyball Coach, effective immediately, is hereby approved.

Vote: Yes 6 No 0

SHAUN JOHNSON

On motion of Ms. Wright, second by Mr. Fay, the resignation of Shaun Johnson as a Middle School Soccer Coach for the 2024-25 fall sport season, is hereby approved.

Vote: Yes 6 No 0

CHRISTINE DAVIS

On motion of Ms. Arrasate, second by Ms. Neumaier, the resignation of Christine Davis from her position as a Middle School Teacher Aide, effective June 30, 2024, is hereby approved.

Vote: Yes 6 No 0

NICOLETTE GALANTE

On motion of Ms. Wright, second by Ms. Arrasate, the resignation of Nicolette Galante from her position as a High School Foreign Language teacher, effective immediately, is hereby approved.

Vote: Yes 6 No 0

MERCEDES ZAMBRANO

On motion of Ms. Neumaier, second by Ms. Arrasate, the resignation of Mercedes Zambrano from her position as a High School Food Service Worker, to accept the position of Assistant Cook at the High School beginning August 29, 2024, is hereby approved.

Vote: Yes 6 No 0

GABRIELA ARGOTE ALBRECHT

On motion of Ms. Neumaier, second by Mr. Fay, the resignation of Gabriela Argote Albrecht from her position as a Middle School Assistant Cook to accept the position of Cook at the Middle School beginning August 29, 2024, is hereby approved.

Vote: Yes 6 No 0

LAURA MARA

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint Laura Mara as a High School Music Teacher effective September 1, 2024 through August 31, 2027, at Step 5F, MA+20, \$76,506, pending proof of tenure and receipt of official transcripts, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

CHRISTIE BONEILLO

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint Christie Boneillo as a Special Education Teacher assigned to the High School, effective September 1, 2024 with a four-year probationary period through August 31, 2028, at Step 1D, MA, \$61,409, pending receipt of official transcripts, to be and is hereby approved.

Vote: Yes 6 No 0

MARISSA DIVERIS

On motion of Ms. Neumaier, second by Ms. Arrasate, the recommendation to appoint Marissa Diveris as a 0.8 FTE Social Studies Teacher assigned to the High School and Middle School, at Step 2B, BA+15, \$57,392 (prorated) and as a High School 0.2 FTE Permanent Substitute Teacher, at \$160 per day (prorated), effective August 29, 2024 through June 30, 2025, to be and is hereby approved.

Vote: Yes 6 No 0

JARED ZENIE

On motion of Ms. Wright, second by Mr. Fay, the recommendation to appoint Jared Zenie as a 0.6 FTE Physical Education Teacher assigned to the High School, at Step 1A, BA, \$52,525 (prorated) and as a 0.4 FTE Permanent Substitute, at \$160 per day (prorated), pending receipt of official transcripts, effective August 29, 2024 through June 30, 2025, to be and is hereby approved.

Vote: Yes 6 No 0

YOLANDA HOLLANDER

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint Yolanda Hollander for the following positions, as submitted, to be and is hereby approved:

- Effective August 29, 2024 through June 30, 2025:
 - 0.4 FTE Reading/RTI Teacher Step 4D, MA, \$70,010 (prorated)
- Effective August 29 - September 27, 2024 and June 9-30, 2025:
 - Permanent Substitute 4.25 hours \$160 per day (prorated)
- Effective September 30, 2024 through June 6, 2025:
 - Title Teacher 4.25 hours \$35 per hour

Vote: Yes 6 No 0

NICOLE SHEA

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint Nicole Shea as a Teaching Assistant assigned to the High School, effective September 1, 2024, with a four-year probationary period through August 31, 2028, at \$25,000/year, pending receipt of official transcripts, to be and is hereby approved.

Vote: Yes 6 No 0

DANIELLE MUSUMECI

On motion of Ms. Arrasate, second by Ms. Wright, the recommendation to appoint Danielle Musumeci as a RTI-Title I Teacher assigned to the Elementary School, effective September 30, 2024 through June 6, 2025, 6.5 hours per day, \$3/hour, to be and is hereby approved.

Vote: Yes 6 No 0

HS ADDITIONAL SECTIONS

On motion of Ms. Arrasate, second by Mr. Fay, the recommendation to appoint the following teachers to additional class sections for the 2024-2025 school year, as submitted, to be and is hereby approved.

Joshua Seifert	0.2 FTE HS Band
Amy Demchak-Connell	0.2 FTE Business
Ben Grodski	0.2 FTE AP Chemistry
Frank Diehl	0.1 FTE AP Biology Academic Study
Maria Pepey	0.1 FTE AP Biology Academic Study

Vote: Yes 6 No 0

MS ADDITIONAL SECTIONS

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint the following teachers to additional class sections for the 2024-2025 school year, as submitted, to be and is hereby approved.

Cynthia Hart	0.2 FTE Grade 6 Writing Support
Michelle Duffy	0.2 FTE STEM Workshop

Vote: Yes 6 No 0

MS TEAM LEADERS

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to appoint the following teachers to additional class sections for the 2024-2025 school year, as submitted, to be and is hereby approved.

Team Storm	Grade 6	Michelle Duffy
Team Riptide	Grade 7	Michelle Bennett
Team Ibis	Grade 7	Asa Grunenwald
Team Jetty	Grade 8	Rob Coleman
Team Surge	Grade 8	Tania Dutton

Vote: Yes 5 No 0 Abstain 1 (Mr. Bennet)

CHEMICAL HYGIENE OFFICER

On motion of Mr. Wright, second by Mr. Fay, the recommendation that Benjamin Grodski be appointed as the Chemical Hygiene Officer for the 2024-2025 school year, at a rate of pay to be \$50.22/hour, to be and is hereby approved.

Vote: Yes 6 No 0

SERVICES FOR STUDENTS WITH DISABILITIES (SSD) COORDINATOR

On motion of Ms. Arrasate, second by Mr. Fay, the recommendation to appoint Carrie Bender as SSD (Students with Disabilities) Coordinator, effective July 1, 2024 through June 30, 2025, at a rate of \$50.22/hour, to be and is hereby approved.

Vote: Yes 6 No 0

LAURA HANSEN

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation that Laura Hansen's appointment as a provisional Senior Office Assistant be modified to a permanent appointment status as per the newly established Civil Service list, effective August 20, 2024, with no change in salary associated with her status modification, to be and hereby is approved.

Vote: Yes 6 No 0

CAROLINE HILTVEIT

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to that Caroline Hiltveit's appointment as a provisional Senior Office Assistant be modified to a permanent appointment status as per the newly established Civil Service list, effective August 20, 2024, with no change in salary associated with her status modification, to be and hereby is approved.

Vote: Yes 6 No 0

GABRIELA ARGOTE ALBRECHT

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to appoint Gabriela Argote Albrecht as Cook assigned to the Middle School, effective August 29, 2024 at \$28.50 per hour, to be and hereby is approved.

Vote: Yes 6 No 0

MERCEDES ZAMBRANO

On motion of Ms. Neumaier, second by Ms. Wright, the recommendation to appoint Mercedes Zambrano as Assistant Cook assigned to the High School, effective August 29, 2024 at \$22.25 per hour, to be and hereby is approved.

Vote: Yes 6 No 0

COACHING

On motion of Ms. Arrasate, second by Mr. Fay, the coaching recommendations for the 2024-2025 fall sport season as listed below, to be and are hereby approved.

Jared Zenie	JV Girls Soccer	Step 1	\$5,500.76
Mary Milano	Varsity Assistant Girls Volleyball	Step 1	\$5,943.40
Shea Bennett	JV Girls Volleyball	Step 1	\$5,5156.95

Vote: Yes 6 No 0

VOLUNTEER COACHES

On motion of Ms. Wright, second by Mr. Fay, the volunteer coaching recommendations for the 2024-2025 fall sport season as listed below, to be and are hereby approved.

Nicholas Lynch	Football
Riley Smith	Varsity Assistant Girls Tennis
Declan Kerns	Varsity Assistant Boys Volleyball

Vote: Yes 6 No 0

MS PERMANENT SUBSTITUTE TEACHERS

On motion of Ms. Wright, second by Ms. Neumaier, the recommendation to appoint the following as Permanent Substitute Teachers assigned to the Middle School, effective September 30, 2024 through June 6, 2025 at \$160 per day, to be and is hereby approved. Robert Pinney and Emily Ingraffia will work as uncertified per diem substitutes at \$125 per day pending receipt of their certifications.

Emily Behr
Emily Ingraffia
Robert Pinney

Vote: Yes 6 No 0

ES PERMANENT SUBSTITUTE TEACHERS

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to appoint the following as Permanent Substitute Teachers assigned to the Elementary School effective September 30, 2024 through June 6, 2025 at \$160 per day, to be and is hereby approved.

Deborah LoGelfo
Mary Milano
Gabriella Thomasch

Vote: Yes 6 No 0

SUBSTITUTES

On motion of Ms. Wright, second by Mr. Bennett, the recommendation to appoint the following substitutes and proctors, as submitted, to be and are hereby approved.

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

Kim Kametler Substitute Teacher Aide
Harry Schultz Substitute Custodial Worker I

Substitute Teacher:

Regina Vander Schaaf - Certified Per Diem

Proctor:

Zachary Arrasate

Vote: Yes 5 No 0 Abstain (1) Ms. Arrasate

TRACY FERGUSON

On motion of Ms. Arrasate, second by Mr. Fay, the recommendation to appoint Tracy Ferguson as a Teacher Aide assigned to the Elementary School, effective August 29, 2024, with a salary of \$21,500, to be and is hereby approved.

Vote: Yes 6 No 0

LISA DANISI

On motion of Ms. Arrasate, second by Ms. Wright, the recommendation to appoint Lisa Danisi as a Teacher Aide assigned to the Middle School, effective August 29, 2024, with a salary of \$21,500, to be and is hereby approved.

Vote: Yes 6 No 0

DRIVER EDUCATION TEACHER / MICHAEL DAVIES

On motion of Ms. Wright, second by Mr. Fay, the recommendation to appoint Michael Davies as the HS Driver Education Teacher for the 2024-2025 school year at \$150 per hour, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

PUBLIC PARTICIPATION

Two comments were raised with concerns with the basefield fields. It was stated that the fields are not safe due to bumps and uneven surfaces. There is a concern that the players will be hurt and it was suggested that the fields be leveled off and renovated to make them safe to play on.

REPORTS

Personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda.

NEW BUSINESS

Board Policy 5300 (Code of Conduct)

The first reading of the above policy was held.

On motion of Ms. Neumaier, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the above policy, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

Dr. Probst spoke briefly about the district's cell phone policy.

EXECUTIVE SESSION

On motion of Ms. Arrasate, second by Ms. Wright, the Board of Education convened into Executive Session at 7:32 p.m. to discuss negotiations an ongoing litigation.

Vote: Yes 6 No 0

On motion of Ms. Arrasate, second by Ms. Neumaier, the Board of Education to reconvene from Executive Session at 11:20 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

On motion of Ms. Arrasate, second by Ms. Neumaier, all business being completed, Ms. Lanni-Hewitt declared the meeting adjourned.

Vote: Yes 6 No 0



Lisa Rheume, District Clerk

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



Minutes of Special Board of Education Meeting
District Office Conference Room
Monday, September 9, 2024 (6:30 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

Absent: Mr. Halsey C. Stevens

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

The meeting was called to order by Ms. Lanni-Hewitt, President at 6:39 p.m.

The pledge was waived.

CLERK PRO TEM

On the motion of Ms. Wright, second by Ms. Arrasate, the appointment of Carolyn J. Probst as clerk pro tem, to be and hereby is approved.

Vote: Yes 6 No 0

EXECUTIVE SESSION

On motion of Ms. Wright, second by Ms. Arrasate, the Board of Education convened into Executive Session at 6:40 p.m. to discuss negotiations.

Vote: Yes 6 No 0

On motion of Ms. Arrasate, second by Ms. Wright, the Board of Education to reconvene from Executive Session at 9:31 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

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

Vote: Yes 6 No 0

Carolyn J. Probst, Clerk Pro Tem

Teacher Center of the Western Hamptons

Instructor Contract



Instructor: Renee Johnson
18 Wood Hollow Drive
Westhampton, NY 11977

Course: The Innovative STEAM Teaching Models
Course Dates & Times: Online 7/15/2024 -8/11/2024
Total Cost: \$1,200

Renee Johnson

Course Instructor- Renee Johnson

Dariah Luciano

Dariah Luciano (TCWH Director)

Elizabeth T. Lanni-Hewitt (BOE President)

Memorandum of Salaries and Benefits
Teaching Assistants
Nicole Shea

(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 12th day of ^{Aug. 5th} July 2024

Acknowledged by:

Carolyn E. Probst
Superintendent of Schools

Nicole Shea
Nicole Shea
Teaching Assistant

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: September 6, 2024

Re: Hawkins Delafield & Wood LLP Contract Agreement 2024/2025



I respectfully request the Board of Education approve the attached contract with Hawkins Delafield & Wood LLP as Bond Counsel. Hawkins Delafield & Wood LLP was awarded the Bond Counsel request for proposal at the BOE meeting August 19, 2024 meeting.

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

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 **Hawkins Delafield & Wood LLP** (hereinafter the "CONSULTANT"), having a principal mailing address of 7 World Trade Center, 250 Greenwich St, New York, NY 10007.

A. TERM

1. The term of this Agreement shall be from August 19, 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 services as outlined in RFP 24-3 Bond Counsel dated August 2, 2024 approved by the Board of Education August 19, 2024.
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 as outlined in RFP 24-3 Bond Counsel dated August 2, 2024 approved by the Board of Education August 19, 2024.

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. 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.
 - d. 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.
 - e. 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. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
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.

Hawkins Delafield & Wood, LLP

Westhampton Beach UFSD

By: WA

By: _____

Print Name: Bill Parker

Print Name: _____

Title: Partner

Title: _____

Date: 8/27/24

Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: September 6, 2024

Re: Health and Welfare Service Agreement – Lawrence UFSD

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

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

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGEEMENT made this First day of July 2023, by and between the Westhampton Beach School District as trustee of the union free school district, county of Suffold, party of the first part, and Lawrence Public Schools as trustee of union free school district, town of Lawrence, county of Nassau, New York, part of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in union free school district of Nassau, New York to begin on July 1, 2023 and to end June 30, 2024.

Now, Therefore, the said party of the first part hereby agrees to pay to the party of the second part the sum of \$389.86 per student for health and welfare services to be provided under section 912 children residing in said union free school district, and attending nonpublic schools in said union free school district town of Lawrence, county of Nassau, New York.

And the party of the second part hereby agrees with the party of the first part as follows:

1. *That the health and welfare services provided under section 912 shall consist of the following:

Nurse Services
School Psychological Services
School Social Work Services

...Such services may include, but are not limited to all services performed by a nurse, school psychologist, and school social worker or and may also include dental prophylaxis vision and hearing tests, the taking of medical histories and the administration of health screening tests, the maintenance of cumulative health records and the administration of emergency care programs for ill or injured pupils....

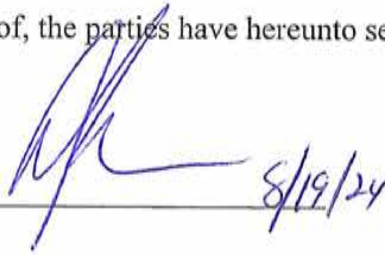
2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school:

Supplies and equipment for use by school nurse-teacher, psychologist, and Social Worker, (i.e., Scales, Vision and hearing testing devices, Health record forms, First-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

It is expressly agreed by and between the parties hereto that the services agreed to be supplied under this contract shall not include any teaching service.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be approved by the (district) superintendent of schools.

In Witness Whereof, the parties have hereunto set their hands the day and year above written.



Lawrence Public School
Dr. Ann Pedersen, Superintendent

Westhampton Beach School District
(Trustee or President of Board of Education)

**Lawrence UFSD
Health - Welfare
2023-2024**

Nurses	\$	634,040.15
Psychologist		224,855.54
Social Workers		679,550.01
Supplies		5,094.73
Total		<u>1,543,540.43</u>
No. of Students		<u>3,959</u>
Cost per student	\$	389.86

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: September 6, 2024

Re: Peconic Bay Primary Medical Care Agreement 2024/2025

I respectfully request the Board of Education approve the attached school physician services agreement between Westhampton Beach UFSD and Peconic Bay Primary Medical Care. Peconic Bay Primary Medical Care was awarded the school physician and student physicals request for proposal at the BOE meeting August 19, 2024.

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

Appendix "A"

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 2 day of Aug, 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 Patricia Roy Primary Medical (hereinafter the "CONSULTANT"), having a principal mailing 1225 Osander Ave, Westhampton, NY address of 1225 Osander Ave, Westhampton, NY.

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 as follows:
 - 1) To provide health/medical services per RFP School Physician and Student Physicals dated 7/1/24 - 11/30/25



2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that it is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification, upon request.
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. All persons providing services to the DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.
7. CONSULTANT shall not be authorized to engage in any advertising or solicitation on school grounds without the prior written approval of the DISTRICT.
8. CONSULTANT shall not receive and/or review any students records pursuant in fulfillment of the services under this agreement. If CONSULTANT is to receive or review such student records, CONSULTANT understands and agrees that it shall first enter into a confidentiality agreement with the DISTRICT in accordance with Education Law §2-d.

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.
 1. Compensation shall be per RFP School Physician and Student Physicals dated 9/21/2014.

E. INSURANCE

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

1. The policy naming the DISTRICT as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the DISTRICT and may create significant vulnerability and costs for the DISTRICT.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the DISTRICT, its Board, employees and volunteers with a waiver of subrogation in favor of the DISTRICT including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the DISTRICT (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the DISTRICT. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
2.
 - a. The certificate of insurance must describe the services provided by CONSULTANT that are covered by the liability policies.
 - b. At the DISTRICT's request, CONSULTANT shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, CONSULTANT will provide a copy of the policy endorsements and forms.
3. CONSULTANT agrees to indemnify the DISTRICT for applicable deductibles and self-insured retentions.
4. Minimum Required Insurance:



a. **Commercial General Liability Insurance**

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

\$2,000,000 Products and Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Sexual Misconduct and Assault

\$100,000 Fire Damage

\$10,000 Medical Expense

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

b. **Automobile Liability**

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

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

d. **Professional Errors and Omissions Insurance**

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

e. **Umbrella/Excess Insurance**

\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

1. CONSULTANT acknowledges that failure to obtain such insurance on behalf of the DISTRICT constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the DISTRICT.



CONSULTANT is to provide the DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the DISTRICT.

2. If CONSULTANT utilizes independent contractors, then CONSULTANT must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

F. TERMINATION

1. The CONSULTANT's services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
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.

*Pelonic Bay Primary Medical
[Insert Contractor] Care, P.C.*

By: *[Signature]*

Print Name: *Erica Spry*

Title: *AVP, Operations*

Date: *6/12/2011*

WESTHAMPTON BEACH UFSD

By: _____

Print Name: *Elizabeth Lanni-Hewitt*

Title: *President, BOE*

Date: _____

[Initials]

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and**

Supplemental Agreement dated this 2 day of August, 2024 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and

Westhampton Beach Primary Medical Care, P.C. (the "Contractor") located at 1225 Ostrander Ave. Westhampton Beach, NY

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.



Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

- 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 be used for the exclusive purposes of performing services as set forth and in accordance with the underlying agreement 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



Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.

- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.
 - c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
 - d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.
 - e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
 5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;



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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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



7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing expressed or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

[Insert Contractor]
20012 Bay Primary Medical Care, PC
By: *[Signature]*
Print Name: *Erica Gentry*
Title: *AVP Operations*
Date: *2/12/04*

WESTHAMPTON BEACH UFSD
By: *Elizabeth Lanni-Hewitt*
Print Name: _____
Title: *President, BOE*
Date: _____

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: September 6, 2024

Re: Consultant Agreement – Scholastic Inc.

I respectfully request the Board of Education approve the attached consultant agreement with Scholastic Inc. as a software provider.

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

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 1st day of July, 2024_, by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and Scholastic Inc.(hereinafter the "CONSULTANT"), having a principal mailing address of The Scholastic Building, 557 Broadway (Entrance at 130 Mercer Street), New York, NY 10012.

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 third-party claims, demands, actions, reasonable legal costs, reasonable legal damages and reasonable legal 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 Scholastic Digital Math in accordance with quote attached hereto as Exhibit 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. Intentionally Omitted
4. Intentionally Omitted
5. Intentionally Omitted
6. Intentionally Omitted

D. COMPENSATION

1. CONSULTANT shall submit invoice for payment. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT and receipt of the magazines in Exhibit A. Said invoice shall include the services provided and the total amount due for the period specified.
2. Compensation shall be at the rate of \$535.50.

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 ExpenseCoverage 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 Agreement upon thirty (30) days notice to CONSULTANT 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, if the CONSULTANT does not cure the breach within thirty (30) days of written notification of the breach from the DISTRICT.

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, unless such assignment is to an affiliate or effected in connection with a merger or acquisition and/or corporate restructuring.

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. Notwithstanding the foregoing, the DISTRICT acknowledges that entry into and compliance with CONSULTANT'S End User License Agreement ("EULA") is required to use educational software products furnished hereunder. To the extent there is a conflict between the terms of this Agreement and those of the EULA, the terms of this Agreement shall govern.
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.

SCHOLASTIC INC.:

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Matt Wilcox _____

Print Name: _____

Title: VP Digital Product Development _____

Title: _____

Date: 08/27/24 _____

Date: _____

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Scholastic Inc.

Supplemental Agreement dated this 1st day of July, 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and Scholastic Inc. (the “Contractor”) located at The Scholastic Building, 557 Broadway (Entrance at 130 Mercer Street), New York, NY 10012 in connection with Scholastic Math Magazine. WHEREAS, the District and Contractor have entered into Contractor’s End User License Agreement, (hereinafter the “Agreement” or “EULA”) 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.

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(“Educator PII”). *District* acknowledges that *Company* will not collect any teacher or principal data in connection with the products to which this Agreement applies.

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, 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 data is stored in Amazon Web Services using appropriate administrative, physical and technical safeguards to protect it against unauthorized access, disclosure, alteration or use. The security protection taken to ensure data will be protected include standards that will align with the NIST cybersecurity framework. Protected data is encrypted in motion (currently with TLS 1.2 128-bit encryption) and at rest (currently with 256 bit AES encryption). Contractor conducts periodic risk assessments and keeps audit trails and security logs to assess and remediate vulnerabilities and to protect data from deterioration or degradation. Additional measures include firewalls, anti-virus and intrusion detection, configuration control and automated backups. Data is classified by sensitivity, and access to data is rule- and role-based. Contractor shall provide a data security and privacy plan attached hereto as Exhibit 1

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, 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).

d. Except as otherwise required by law or agreed in writing between the parties and excluding student data or any other data that belongs to the District, all information provided by Contractor to the District pursuant to this Agreement shall be treated as Contractor's confidential information. The District agrees that it will disclose such information only to such parties that the District determines are necessary to assist it in its review and require such parties to enter into non-disclosure agreements or otherwise agree in writing to maintain its confidentiality. To the extent permitted by law, the District will withhold such information from public disclosure.

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.

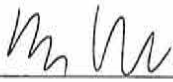
b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.

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.

SCHOLASTIC INC.:

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Matt Wilcox _____

Print Name: _____

Title: VP Digital Product Development _____

Title: _____

Date: 08/27/24 _____

Date: _____

Exhibit 1 SCHOLASTIC INC. DATA SECURITY AND PRIVACY PLAN

In connection with the Supplemental Agreement (the “Agreement”) between Scholastic Inc. (“Vendor” or “Scholastic”) and the Westhampton Beach Union Free School District (the “District”), as amended, for the license of certain Scholastic products, Vendor acknowledges that it has read and can comply with the District’s Parents’ Bill of Rights for Data Privacy and Security, the provisions of which are hereby incorporated into this Data Security and Privacy Plan to the extent applicable to Vendor’s use and possession of student data subject to New York Education Law Section 2-d (“Protected Data”). Any capitalized terms not defined herein shall have the meanings given to them in the Agreement.

More specifically, and in furtherance thereof:

1. To implement all applicable data security and privacy requirements (whether by law, contract or policy of the applicable school, district, or other educational agency), Scholastic ensures that relevant staff are advised of data security and confidentiality requirements in district agreements and receive appropriate training (as described further below).
2. Scholastic only uses Protected Data as necessary to provide the licensed educational products and services for the benefit of the District, and access to Protected Data is limited to those employees or sub-contractors who need access for Scholastic to provide such products or services. On expiration of the applicable license agreement and at the District’s written request, Protected Data will be destroyed, returned or de-identified as set forth in the Agreement. The term of the license agreement is as indicated in the agreement, order form or similar document entered into by the parties.
3. Scholastic may retain subcontractors or service providers to assist it in performing services for and providing products to educational agencies. Scholastic does not share Protected Data with third parties other than subcontractors or service providers who are subject to contractual confidentiality and data security obligations, and who may not use the protected data for their own purposes. Scholastic ensures that its personnel, subcontractors and service providers will abide by such obligations through a combination of technical due diligence, trainings, contractual obligations, instructions, oversight, audits, and periodic tests, scans and other assessments.
4. If a parent or eligible student requests to see or challenge the accuracy of any student data, Scholastic’s standard procedure is to refer any such inquires to the participating educational agency and await further instruction. Scholastic

will comply with the applicable participating educational agency's procedure for access to or amendment of education records, subject to applicable law.

5. Scholastic retains data collected through the products for as long as reasonably necessary to provide the product or services and as specified in the applicable contract or otherwise directed by the educational customer.
6. To protect the security, confidentiality and integrity of protected New York state education data, Scholastic will utilize reasonable administrative, technical, operational and physical safeguards and practices including without limitation the following:
 - a. Scholastic stores and processes student data in accordance with industry standards including implementing appropriate administrative, physical and technical safeguards to protect it against unauthorized access, disclosure, alteration and use. Such safeguards align with the NIST Cybersecurity Framework.
 - b. Scholastic personnel are required to sign a company confidentiality policy upon hiring, which covers customer information.
 - c. Physical security measures include security personnel and ID-only building access.
 - d. Data is classified by sensitivity, and access to data is rule- and role-based. Internal Vendor personnel access to Protected Data is further protected by multi-factor authentication and VPN requirements.
 - e. With respect to electronic data, no data is stored in "terrestrial" servers.
 - f. Scholastic conducts periodic risk assessments and keeps audit trails and security logs to assess and remediate vulnerabilities and to protect data from deterioration and degradation. Additional measures include firewalls, anti-virus and intrusion detection, configuration control and automated backups. Sensitive data is encrypted in transit (as of the date of the Agreement, with TLS1.2 128-bit encryption) and at rest (as of the date of the Agreement, with 256-bit AES encryption).
 - g. With respect to school users, Scholastic limits unsuccessful logon attempts, enforces minimum password complexity (unless the

participating educational agency opts to utilize an “easy log-in” option available in some products for students in K-2 who may have difficulty with traditional log-in, for example pre-literate students, if available in a given product), and employs cryptographic mechanisms to protect the confidentiality of remote access sessions.

7. Without limitation of other training programs that Scholastic may utilize from time to time, Scholastic has provided and will provide the following data security and privacy awareness training to officers and staff with access to Protected Data:
 - a. In-person group training sessions on children’s privacy and student privacy, covering applicable laws and best practices.
 - b. Third party online / interactive training sessions on privacy matters and data security available within company intranet and learning resources library.
 - c. Customized/proprietary Scholastic online / interactive training on the Children’s Online Privacy Protection Act available within company intranet and learning resources library.
 - d. In-house written guidelines on children’s privacy compliance available through company intranet.
 - e. Ongoing advice and counsel from in-house and external legal and technical advisors.
8. If Scholastic becomes aware of a security breach that results in the unauthorized release of Protected Data in its possession or control (whether directly or via a subcontractor or third party service provider) in violation of applicable law or contractual obligation, Scholastic will immediately investigate, take steps to mitigate the breach and notify the participating educational agency in the most expedient way possible and without unreasonable delay (no later than 7 calendar days after the discovery of the breach). Scholastic will cooperate with the participating educational agency and law enforcement to protect the integrity of investigations into the breach. If the breach is due to the act or omission of Scholastic or its subcontractor or service provider, Scholastic will pay or reimburse the participating educational agency for the full cost of legally-required breach notifications.

9. Without limitation of anything contained in the Agreement, when a subscription period for any digital application ends and subject to applicable law and any other specific terms agreed by contract with the school customer, and without limitation of any “self-service” data deletion tools available in the applicable product, Scholastic retains Protected Data collected in connection with the product until the school customer provides written instructions on renewal and/or data disposition. If Scholastic receives no such instructions, student data will be retained and deleted in accordance with Scholastic’s standard data retention and deletion policies.

10. Subject to any other specific terms agreed by contract with the school customer, at any time a customer may request the deletion of Protected Data, which must be provided in writing (mail or email) to Scholastic either through its customer service team or another Scholastic account representative. Scholastic reserves the right to require verification of identity and confirmation of any necessary consents. Once the deletion is complete Scholastic will provide confirmation in writing if required by the customer. Deletion may take the form of overwriting, pseudonymization or irreversible de-identification to the extent permitted by law.

Exhibit A

Quote Prepared by: Katrina Lundgren
Q-314963

Monday, July 8, 2024

SCHOLASTIC CLASSROOM MAGAZINES 2024-2025 QUOTATION

WESTHAMPTON BEACH MIDDLE SCH (11978016)
MICHELLE DUFFY
340 MILL RD
WESTHAMPTON BEACH, NY 11978-2050

P.O. #

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
MICHELLE DUFFY	448	DIGITAL MATH	8255	70	\$7.65	\$535.50
			Total Quantity	70	Subtotal	\$535.50
(S+H):						\$0.00
Price Total:						\$535.50

Sales tax added to invoices where required by law

Prices shown reflect an Educator's Discount, available on Print with Digital subscriptions when ordering for 10* or more students and on Digital-Only subscriptions for 20 or more students. Print with Digital orders include student copies, desk copy, Teacher's Guide, and online resources with every issue. You may adjust the number of subscriptions later if your class size changes. Science Spin is not available separately. It is only available as an add-on to Let's Find Out and/or Scholastic News subscriptions, in matching quantities.

*For 5 or more students when ordering My Big World, Let's Find Out, and/or Let's Find Out Spanish.

You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with non-subscribers. A 10% shipping and handling charge will be added to your entire order for all Print with Digital subscriptions.

Additional Comments

Order Instructions

You can use this quote as a place holder for your budget or to generate your purchase order.

When orders are final, bill () Teachers () School () District Send invoice attention: _____

For your protection, please do not include credit card information in writing. If you wish to order using a credit card, please order by phone using the number below.

To order by telephone: 1-800-387-1437 ext.6250 To order by fax: 1-877-242-5865.

To order via email: eprocurement@scholastic.com

To order by mail, note any quantity changes and send this form to:

Scholastic Classroom Magazines
Attn: Katrina Lundgren
2315 Dean Street, Suite 600
St. Charles, IL 60175

Prices Quoted are Valid for 30 Days.

**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 **TEACHME, Inc.**, (hereinafter the "CONSULTANT"), having a principal mailing address of **15332 Antioch Street, Suite 200, Los Angeles, CA 90272**.

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.

TEACHME, Inc.
15332 Antioch Street, Suite 200
Los Angeles, CA 90272

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Erin Torbiak

Print Name: Elizabeth T. Lanni-Hewitt

Title: CTO

Title: President, Board of Education

Date: Sept 5 2024

Date: _____

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

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
TEACHME, 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 **TEACHME, Inc.** (the “Contractor”) located at **15332 Antioch Street, Suite 200, Los Angeles CA 90272.**

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.

TEACHME, Inc.
15332 Antioch Street, Suite 200
Los Angeles, CA 90272

WESTHAMPTON BEACH UFSD

By: Erin Torbiak

By: _____

Print Name: Erin Torbiak

Print Name: Elizabeth T. Lanni-Hewitt

Title: CTO

Title: President, Board of Education

Date: Sept 5, 2024

Date: _____

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

Consultant Services Contract

This Agreement is entered into this ___ 1st ___ day of ___ July __, 2024 by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and NESCA, P.C. (hereinafter the "CONSULTANT"), having a principal mailing address of **55 Chapel Street, Suite 202, Newton, MA 02458**.

A. TERM

1. The term of this Agreement shall be from __ 7/1/24 _____ through __ 6/30/25 ____, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: \$220.00/hour.

E. INSURANCE

1. a. Commercial General Liability Insurance
\$2,000,000 per Occurrence/\$4,000,000 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 New York employees. ACCORD certificates are not acceptable.~~

d. ~~Professional Liability Insurance~~

~~\$2,000,000 per occurrence/\$4,000,000,000 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.

NESCA, P.C.
55 Chapel Street Suite 202
Newton, MA 02458

WESTHAMPTON BEACH UFSD

By: *Kelley Challen*

By: _____

Print Name: Kelley Challen

Print Name: Elizabeth T. Lanni-Hewitt

Title: Director of Transition Services

Title: President, Board of Education

Date: 8/7/2024

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

NESCA, P.C.

Supplemental Agreement dated this 1st day of July , 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **NESCA, P.C.** (the “Contractor”) located at **55 Chapel Street, Suite 202, Newton, MA 02458**.

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.

NESCA, P.C.
55 Chapel Street, Suite 202
Newton, MA 02458

By: *Kelly Clark*

Print Name: _____

Title: Director of Transition Services

Date: 8/9/2024

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

NESCA

Neuropsychology & Education Services
for Children & Adolescents

NESCA, PC
55 Chapel St., 2nd floor
Newton, MA 02458

Student: Carson Carroll

Westhampton Beach School District
340 Mill Rd.
Westhampton Beach, NY 11978

Dear Westhampton Beach School District,

Services and Scope of Work: This contract is to confirm the formal agreement between Westhampton Beach School District and NESCA (Neuropsychology & Educational Services for Children & Adolescents) whereby NESCA will provide up to 33.5 hours of direct occupational therapy service to be delivered as follows:

A licensed NESCA occupational therapist will provide occupational therapy services on a weekly basis within the home, community and/or virtually. Services may include, but not be limited to: review of student records, text/email correspondence, document drafting, phone conversations, therapy with and consultation to student (in person, phone, text, video conference), and consultation with family. NESCA does not have to provide Westhampton Beach UFSD progress reports or any other reports. NESCA does not have to consult with the school district prior to the preparation of any reports.

Term: The term of the agreement shall be from July 1st 2024 until June 30th 2025, unless terminated early as described in this agreement.

Nondiscrimination: NESCA agrees to abide by all applicable state and federal employment laws and shall not discriminate in employment and ensures equal employment opportunity for all persons regardless of their race, color, religion, national origin, age, gender, gender identification, sexual orientation, genetic information, or disability.

Payment: All Occupational Therapy Services are billed at \$220/hour. The total cost of deliverable services will not exceed \$7,370. In order to receive payment, NESCA will submit monthly invoices to your attention at the email address below. Payment is expected within ten (10) business days of invoice delivery.

Termination: This contract may be terminated for non-performance at any time. In the event of termination, compensation will be adjusted to the percentage of performance completed. Either

party reserves the right to terminate this contract upon providing thirty (30) days' notice of the intent to terminate to the other.

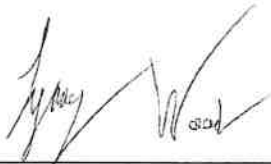
Please acknowledge this agreement by signing in the space provided below. Please retain one copy for your records and return one copy by mail (the above address) or email to lwood@nescanewton.com.

Should there be any questions, please do not hesitate to call. Thank you.

Please Indicate below the email address and phone number of the district contact receiving the invoice.

Email _____ and phone# _____

Sincerely,



Lyndsay Wood, OTD, OTR/L #13223
Occupational Therapist
Real-life Skills Program Manager

Westhampton Beach School District Rep.

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Consultant Services Contract

This Agreement is entered into this ____ day of _____ 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 Bloom (hereinafter the "CONSULTANT"), having a principal mailing address of P.O. Box 1334, Quogue, NY 11959

A. TERM

1. The term of this Agreement shall be from October 1, 2024 through June 30, 2025, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: \$534.93 per child per month.

E. INSURANCE

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

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

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

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

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

If the Professional Consultant or Healthcare Provider utilizes independent contractors, then they must provide verification that coverages extend to the independent contractors. If Independent Contractors are required to provide Professional Errors and Omissions coverage of their own, then proof of this coverage must be provided.

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Bloom

Westhampton Beach UFSD

By: Tara Kochansky

By: _____

Print Name: Tara Kochansky

Print Name: _____

Title: Owner

Title: _____

Date: 9/11/24

Date: _____

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
Bloom

Supplemental Agreement dated this 11 day of June 2024 between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and Bloom (the “Contractor”) located at 7 Midhampton Avenue, Quogue, NY 11959.

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

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

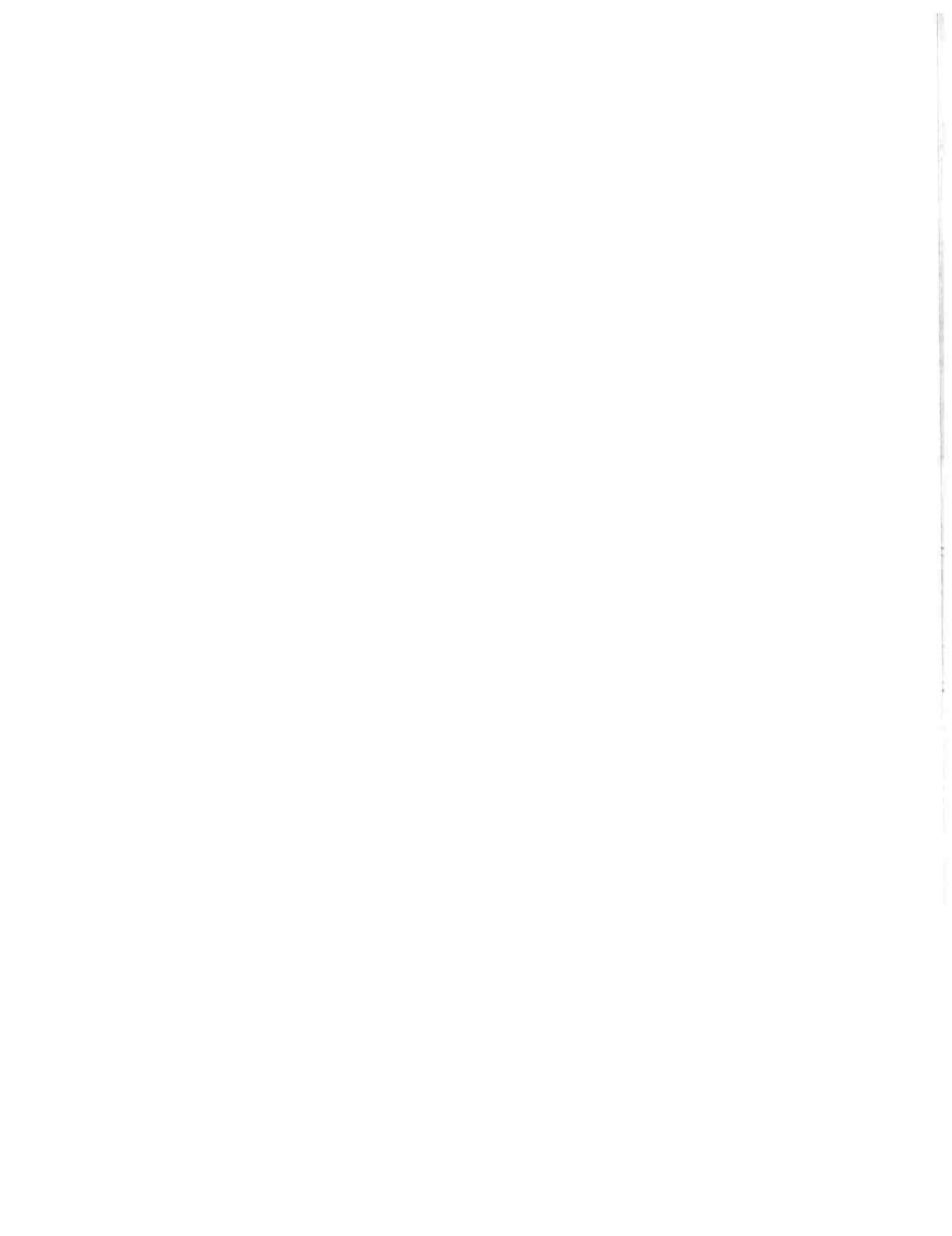
NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

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

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

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

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



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

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

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

place when data is stored or transferred.

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

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

The list may also be obtained by writing to:

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

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

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

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

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

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

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

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

any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents

Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

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

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

7. Miscellaneous:

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

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

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

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

WESTHAMPTON BEACH UFSD

Bloom

By: Tara Kochansky

Print Name: Tara Kochansky

Title: Owner / President

Date: 9/11/24

By: _____

Print Name: _____

Title: _____

Date: _____



WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

340 MILL ROAD, WESTHAMPTON BEACH, NEW YORK 11978

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

William A. Fisher
Assistant Superintendent for Personnel and Instruction

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

TO: Carolyn J. Probst
FROM: William A. Fisher *WAF*
DATE: September 12, 2024
RE: Field Trip Request/NYSSMA Conference All-State, Rochester, New York, December 5-8, 2024

Attached please find an overnight field trip request from Joshua Seifert to take two High School Music Students to the NYSSMA Conference All-State in Rochester, New York. The trip is scheduled for Thursday, December 5, 2024 through Sunday, December 8, 2024.

Please place on the Board of Education agenda for action.

WAF/lh



WESTHAMPTON BEACH PUBLIC SCHOOLS

REQUEST FOR FIELD TRIP

Must be submitted 2 weeks prior to trip

From: JOSH SEIFERT Date of Application: 9/12/24

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

Authorization is requested for transportation only.

PURPOSE: NYSSMA CONFERENCE ALL-STATE

DESTINATION: ROCHESTER, NY

DATE(S) OF EVENT: 12/5 - 12/8/24

TIME OF DEPARTURE: approx. 5:45AM on 12/5 TIME OF RETURN: approx. 9:30 PM on 12/8

SUBSTITUTE NEEDED: Yes No

Description and Number of Students Participating in Field Trip: 1 HS STUDENT SELECTED FOR THE ALL-STATE SYMPHONIC BAND (LILAH CAPUTO) AND 1 FOR THE ALL-STATE MIXED CHORUS (MIA PAZERA)

Form of Transportation needed: (indicate number of vehicles)

Personal Car _____ Mini-Bus _____ Bus _____

List Additional Chaperones:

ANTICIPATED EXPENSES:* (Purchase Order must accompany this form) *(BREAKDOWN OF EXPENSES! ON FORM 4531-E.3)*

Registration/Admission Fee:	\$	<u>675.00</u>
BUS TRANSPORTATION	\$	<u>240.00</u>
If personal car: number of miles at <u>.65</u> p/m	\$	<u>496.60</u>
Tolls:	\$	<u>34.52</u>
Meals: <u>LODGING</u>	\$	<u>1,953.37</u>
NO EXTRA PAY	TOTAL	\$ <u>3,399.49</u>

APPROVAL ROUTE

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

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

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

FIELD TRIPS AND EXCURSIONS EXHIBIT

REQUEST FOR SCHOOL SPONSORED TRIP REQUIRING BOARD APPROVAL

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

1. Staff member(s) requesting the trip: JOSH SEIFERT

2. Destination, education purpose of trip, and value to the students: ROCHESTER, NY; FOR NYSSMA CONFERENCE ALL STATE SYMPHONIC BAND AND MIXED CHORUS; STUDENTS WILL BE REHEARSING AND PERFORMING WITH THE HIGHEST LEVEL OF STUDENT-MUSICIANS IN NEW YORK STATE.

3. Which students will participate:

a. Number of students 2

b. Grade levels 12

c. Group(s) SYMPHONIC BAND, MIXED CHORUS

d. Name (if known) LILAH CAPUTO and MIA PAZERA

4. Method of Participant Selection: NYSSMA ALL STATE SOLO AUDITION

5. Dates:

a. Specify day(s) and date(s) 12/5 - 12/8/24

b. Are these school days? YES (12/5+12/6)

6. Means of Transportation COACH BUS

Transportation Company Name: HAMPTON JITNEY

Approximate length of traveling time (one way) APPROX. 7 HOURS

7. Chaperone(s): JOSH SEIFERT

8. Date of last participation for a similar trip: DECEMBER 2023

9.

	COST		FUNDING SOURCE
	CHAPERONE	STUDENTS	
Transportation	\$531.12	\$240.00	(for Mia; Lilah is being driven by her parents)
Admission			
Food			
Lodging	\$803.37	\$1,150.00	(@ \$575.00 per student)
Participation Fees	\$225.00	\$450.00	(@ \$225.00 per student)
Other			
TOTALS	\$3,399.49		

10. Accommodations will be at: ROCHESTER DOWNTOWN HOLIDAY INN (BAND); DOUBLE TREE (CHORUS)
 ↳ 70 STATE ST., ROCHESTER, NY 14614 ↳ 1111 JEFFERSON RD., ROCHESTER, NY 14623

11. Arrangements for student(s) who cannot afford to pay: _____

12. Organization sponsoring the program: NYSSMA

13. Substitutes needed?: YES NO How Many? 1

Dates Needed: 12/5 + 12/6/24

14. Other pertinent information: _____

15. Meeting date to be considered by the Board: _____

16. Signature of Teacher or Staff member in charge: Joshua Seifert

17. Signature of Principal recommending trip: _____

Date: _____

Westhampton Beach UFSD
Buildings & Grounds Department

MEMO

To: Carolyn Probst, Superintendent
From: Anthony Martino, Director of Facilities III
Date: September 9, 2024
Subject: Disposal of Assets

AM

Please ask the Board of Education to approve the surplus of the following items:

Asset #	Description	Model	Location
0660	4 drawer file cabinet	n/a	Driveway next to custodial office
5272	2 drawer file cabinet	n/a	Driveway next to custodial office
5273	2 drawer file cabinet	n/a	Driveway next to custodial office
0284	Small metal teacher desk	n/a	Driveway next to custodial office
0915	Small metal teacher desk	n/a	Driveway next to custodial office
002713	Hatco Food Merchandiser	n/a	High School
004367	Kyocera Taskalfa Copier	6500i	Middle School near rm. 212

All items are unrepairable, damaged or outdated and should be excessed.

AM/lm

Cc: Kathy Fibkins, business office



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

September 16, 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
*Gabriel Maginier	Foreign Language	French 7-12	High School	Step 8I, MA+60	\$90,585 (prorated)	9/23/24	9/22/2028

2. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATES
Jennifer Anderson	MS 0.2 FTE Spanish I	\$11,394.00	8/29/24 - 1/31/25
Sandra Flores	MS 0.2 FTE Spanish I	\$11,155.00	8/29/24 - 1/31/25
Casey O'Hara-Maginier	MS 0.2 FTE Spanish IA	\$ 9,239.50	8/29/24 - 1/31/25
Benjamin Sheldon	MS 0.2 FTE Spanish 6	\$11,073.00	8/29/24 - 1/31/25
Maria Pepey	HS 0.2 FTE Living Environment	\$ 3,257.42	8/29/24 - 10/15/24
Maria Pepey	HS 0.1 FTE AP Bio Academic Study (Revised dates)	\$ 9,981.16	10/16/24 - 6/27/25
John Vahle	HS 0.2 FTE Living Environment	\$ 3,257.42	8/29/24 - 10/15/24
Lisa Menegio	HS 0.2 FTE Biotechnology	\$ 3,257.42	8/29/24 - 10/15/24
Dianna Berry Gobler	HS 0.2 FTE Environmental	\$ 2,184.84	8/29/24 - 10/15/24
Jeanne Lotito	HS 0.2 FTE Applied Chemistry	\$ 2,520.00	8/29/24 - 10/15/24
Leigh Machado	MS FACS Leave Replacement Teacher	\$160/day	11/15/24 - 1/30/25

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

NAME	POSITION	EFFECTIVE DATE	REASON
Danielle Musumeci	ES Title I Teacher	8/29/24	Rescind Appointment
Christie Boneillo	HS Special Education Teacher	9/10/24	Resignation
Danielle Bergh	HS Science Teacher	8/29/24 - 10/15/24	Medical Leave of Absence

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
Yuting Zhou	ES Permanent Substitute	\$160/day 9/30/24-6/6/25
Leigh Machado	Certified Per Diem Substitute	\$140/day 11/4/24-11/14/24 and 1/31/25-6/30/25

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
Janine Valenti	HS Senior Office Assistant	Step 1, \$39,674 (prorated)	9/26/24
Brandie Sciotto	Food Service Worker	\$16.50/hour	9/17/24
Amy Barry	ES Teacher Aide	\$21,500	8/29/24
Zebedee Williams	MS Custodial Worker I	\$43,748	9/17/24
Peter Hudecek	HS Custodial Worker I	\$43,748	9/17/24

2. Appointment of Substitutes

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

NAME	POSITION	RATE OF PAY
Sandra Tucci	Substitute Clerical	\$20/hour

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

NAME	POSITION	RATE OF PAY
Kerri Tymann	Substitute Monitor	\$16.50/hour

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

NAME	POSITION	EFFECTIVE DATE	REASON
Mercedes Zambrano	HS Assistant Cook	8/26/24	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
Natalie Moore	Uncertified Per Diem Substitute Teacher	\$125/day
Tyra Lawrence-Schero	Uncertified Per Diem Substitute Teacher	\$125/day
Tania Nagel	Uncertified Per Diem Substitute Teacher	\$125/day
Yuting Zhou	Per Diem Substitute Teacher	\$140/day 9/3/24-9/27/24 and 6/9/25-6/27/25

Date Submitted to the Board of Education: _____

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

NAME	SCHOOL	SPORT
Matthew Lambert	High School	Boys Volleyball - Varsity Assistant

Date Submitted to the Board of Education: _____

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

NAME	SCHOOL	SPORT
Alexandra Ehrhart	High School	Boys Soccer - 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
Shaun Johnson	Middle School	Boys Soccer - Middle School	\$4,193.37 (prorated)

Date Submitted to the Board of Education: _____

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

NAME	SCHOOL	ACTIVITY	RATE OF PAY
Mary Bergmann	High School	9th Grade Advisor	\$1,213
Christy Larson	High School	10th Grade Advisor	\$1,213
Joyce Schmieder	High School	11th Grade Advisor	\$2,362
Katie McCurry	High School	Art Club	\$1,983
Alison Hansson	High School	Best Buddies	\$1,000
Amy Demchak-Connell	High School	Business Advisory Board	\$2,751
Laura Mara	High School	Chamber Singers	\$2,932
Matthew Andrew	High School	Drama Club	\$2,648
Lisa Menegio	High School	Environmental Club (C.U.R.E.)	\$1,748
Kimet Speed	High School	Fall Play Director	\$2,590
Matthew Andrew	High School	Fall Play Producer	\$1,035
Gabriel Maginier	High School	French Club	\$867
Monica Van Essendelft/Rebecca Sullivan	High School	Friends for Friends	\$3,500
Katie Carr	High School	Gay-Straight Alliance (GSA)	\$507
Lisa Lagattolla	High School	Golden Canes	\$867
Marissa Diveris/Rebecca Sullivan	High School	Honor Society	\$3,105
Denizzie Kearns	High School	Honor Society Foreign Language	\$867
Jenna Lin	High School	Honor Society Math	\$867
Joshua Seifert	High School	Honor Society Music (Tri-M)	\$867
Dianna Berry Gobler	High School	Honor Society Science	\$867
Amy Demchak-Connell	High School	Interact	\$4,666
Cynthia Griffin	High School	It's Academic	\$867
Thomas Comerford	High School	Jazz Ensemble (Instrumental)	\$2,932
Glenn Dorskind	High School	Junior Ambulance	\$867
Kristin Kalisak/Brooke Russell	High School	Key Club	\$2,264
Joyce Schmieder	High School	Literary Magazine	\$1,649

Kaitlin Gebhardt	High School	Long Island Teen Institute (formerly H.U.G.S.)	\$754
Joshua Seifert	High School	Marching/Pep Band	\$3,861
Gina Grillo	High School	Mathletes	\$1,429
Cynthia Griffin	High School	Mock Trial	\$1,889
Joshua Seifert	High School	Performing Band	\$5,534
Laura Mara	High School	Performing Chorus	\$4,106
Jon Fletcher	High School	Robotics	\$3,779
Dan Caron	High School	Robotics Assistant	\$1,378
Dianna Berry Gobler	High School	Science Club	\$1,055
Frederick Walling	High School	Senior Class Advisor	\$5,186
Dariah Luciano/Kirsten Mett	High School	Social Media (Hurricane Watch)	\$4,106
Lisa Lagattolla	High School	Spanish Club	\$867
Kimet Speed	High School	Spring Musical Director	\$2,590
Matthew Andrew	High School	Spring Musical Producer	\$1,035
Dariah Luciano/Kirsten Mett	High School	Student Government	\$3,105
Gina Grillo/Alyssia Tempera	High School	Yearbook	\$5,279
Joseph Garvey/Kaitlin Gebhardt	High School	Youth to Youth	\$2,194
Erin Roy	Middle School	Art Club	\$1,423
Eric Becker	Middle School	Auditorium Manager	\$4,340
Eric Becker	Middle School	Chamber Choir	\$2,265
Camille Pedersen	Middle School	Crafty Canes	\$610
Cynthia Hart	Middle School	Digital Citizens (Computer Club)	\$3,225
Claudine DeVelvis	Middle School	Drama Club	\$2,648
Gregory Izzo	Middle School	Environmental Club	\$610
Ellen Griffin	Middle School	Inclusive Canes	\$610
Frank Monastero	Middle School	Jazz Band	\$2,265
Yvonne Perez	Middle School	Kiwanis Builders Club	\$1,418
Richard Michta	Middle School	Lego Robotics Club	\$1,378
Laura Mara	Middle School	Middle School Accompanist	\$2,751
Yvonne Perez	Middle School	Newspaper Club	\$610
Camille Pedersen	Middle School	National Junior Honor Society	\$1,285
Frank Monastero	Middle School	Performing Band	\$4,800

Shaun Johnson	Middle School	Performing Chorus	\$4,800
Eric Becker	Middle School	Performing Chorus	\$4,800
Shaun Johnson	Middle School	Stage Crew Manager	\$3,805
Kelly Massaro	Middle School	Student Council	\$2,566
Richard Michta	Middle School	Yearbook	\$3,524
Joy Campagna/Dara Penn	Elementary School	Chess Club	\$1,737
Dawn Belson	Elementary School	Environmental Club (W.A.V.E.S.)	\$1,748
Alexandra Gogas	Elementary School	Glee Club	\$2,049
Anthony Cappiello/Kimberly Mercready	Elementary School	Homework Club, Intermediate	\$3,855
Dawn Belson/Heidi Kalmus	Elementary School	Homework Club, Primary	\$3,855
Joy Campagna	Elementary School	Literacy Club	\$2,476
Thomas Comerford	Elementary School	Performing Band	\$4,800
Kimberly Mercready	Elementary School	Safety Patrol	\$2,049
Alexandra Gogas	Elementary School	5th Grade Musical	\$1,446
Jennifer Kulesa Kast	Elementary School	Student Council (5th grade)	\$2,723
Joy Campagna	Elementary School	Yearbook	\$1,608

Date Submitted to the Board of Education: _____