Westhampton Beach Home of the Hurricanes School District AGENDA

TYPE: Board Meeting

DATE: 2/3/2025 **TIME:** 7:00 PM

LOCATION: Middle School

DETAILS:

1. CALL TO ORDER

2. PLI	EDGE OF ALLEGIANCE	
1.	Pledge of Allegiance	Info
3. FD	UCATIONAL PRESENTATIONS AND UPDATES	
1.	Middle School Presentation	Info
2.	Student Recognition	Info
3.	Elementary Academic Support	Info
4. MT	NUTES	
1.	Approval of January 13, 2025 Meeting Minutes	Action
5. SP	ECIAL EDUCATION	
1.	Approval of CSE recommendations from the following meeting dates: $1/6$, $1/7$, $1/9$, $1/13$, $1/15$, $1/16$, $1/17$, $1/21$, $1/22$, $1/23$ and CPSE $1/6$, $1/15$ & $1/22$.	Action
6. FIN	NANCIALS	
7. SU	PERINTENDENT'S REPORT	
1.	Approval for the superintendent to attend the NYCOSS Winter Institute in Albany, New York on March 2-4, 2025.	Action
2.	Approval of 2025-2026 School Calendar	Action
3.	Approval of Budget Transfers	Action
4.	Field Trip Request/Key Club International Leadership Conference, Albany, NY, March 28-30, 2025	Action
5.	Approval of Consultant Services Contract - Out East Therapy	Action
6.	Resolution authorizing the execution of an individual student educational instruction contract with Quogue UFSD for the 2024-25 school year	Action
8. PEI	RSONNEL	
1.	Retirement/ES Teacher	Action
2.	Retirement/HS Social Studies Teacher	Action
3.	Appointment/ES Additional Sections	Action
4.	Appointment/ES Before-School Instructional Support Grades 2-5	Action
5.	Appointment/HS Permanent Substitute Teacher	Action
6.	Appointment/MS Teacher Aide	Action
7.	Appointment/Substitutes for the 2024-2025 School Year	Action
8.	Appointment/Volunteer Coach	Action
9.	Teacher Column Movement	Action

10.	Appointment/Home Instruction Special Education Teacher	Action
11.	Appointment/MS Permanent Substitute Teacher	Action
9. PUI	BLIC PARTICIPATION	
1.	Note: The audience is asked to kindly present all comments at this time. If the chairman deems it wise, participation may be limited to one (1) five minute presentation.	Info
10. RI	EPORTS	
1.	Postings	Info
11. O	LD BUSINESS	
12. NI	EW BUSINESS	
1.	2025-26 Budget: Tax Cap	Info
2.	2025-26 Budget: Middle School	Info
3.	2025-26 Budget: Pupil Personnel Services	Info
4.	2025-26 Budget: Athletics	Info
13. EX	KECUTIVE SESSION	

13. EXECUTIVE SESSION

14. ADJOURNMENT

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT 340 Mill Road

Westhampton Beach, NY 11978



Minutes of Regular Board of Education Meeting High School Library Monday, January 13, 2025 (7:00 PM)

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

Absent: Ms. Dawn Arrasate

Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Also present: 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.

EDUCATIONAL PRESENTATIONS AND UPDATES

Ms. Lanni-Hewitt and Dr. Probst presented information regarding the assessment scores for ELA and Math, specifically focusing on the 3rd grade results of those assessments. A lengthy discussion took place in regard to those scores. The discussion can be viewed here.

On motion of Mr. Stevens, second by Mr. Fay, the board agreed to put into place the necessary curriculum and professional development for students and teachers, respectively, in an attempt to improve the third grade test results in both math and ELA.

Vote: Yes 6 No 0

Ms. Neumaier left the meeting at 7:58 p.m.

APPROVAL OF MINUTES

On motion of Mr. Stevens, second by Ms. Wright, the minutes of the December 9, 2024 regular board meeting, to be and are hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Stevens, second by Mr. Fay, the minutes of the January 6, 2025 special board meeting, to be and are hereby approved.

Vote: Yes 5 No 0

SPECIAL EDUCATION

On motion of Mr. Stevens, 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 12/3, 12/4, 12/5, 12/9, 12/11, 12/12, 12/13, 12/16, 12/17 and CPSE 12/12 & 12/18, to be and hereby are approved.

Vote: Yes 5 No 0

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to approve audited and paid claims 0093-0102, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Stevens, second by Ms. Wright, the recommendation to approve budget status report as of November 30, 2024, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Fay, second by Mr. Stevens, the recommendation to approve the revenue status report as of November 30, 2024, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to approve the trial balances through November 30, 2024, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Stevens, second by Ms. Wright, the recommendation to approve the monthly treasurer's reports for November 2024, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

RATIFICATION OF MEMORANDUM OF AGREEMENT (WHBTA)

On motion of Mr. Fay, second by Mr. Stevens, the resolution ratifying the "Memorandum of Agreement" executed by and between the representatives of the Westhampton Beach Union Free School District and the Westhampton Beach Teachers Association, as submitted, to be and hereby is adopted.

Vote: Yes 5 No 0

RATIFICATION OF MEMORANDUM OF AGREEMENT (UPSEU)

On motion of Mr. Fay, second by Mr. Stevens, the resolution ratifying the "Memorandum of Agreement" executed by and between the representatives of the Westhampton Beach Union Free School District and the Westhampton Beach Food Service Workers Association United Public Service Employees (UPSEU), as submitted, to be and hereby is adopted.

Vote: Yes 5 No 0

Ms. Neumaier returned to the meeting at 8:02 p.m.

2025-26 BUDGET CALENDAR

On motion of Mr. Stevens, second by Ms. Wright, the recommendation to adopt the 2025-2026 Budget Calendar, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

CHANGE ORDERS

On motion of Mr. Stevens, second by Ms. Neumaier, the request to approve a change order for GTS Construction Corp. with a deduction of \$12,000 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Neumaier, the request to approve a change order for Arrow Steel Window Corp., relating to the Middle School window replacement bond work, with a deduction of \$25,059 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Neumaier, the request to approve a change order for Arrow Steel Window Corp., relating to the Elementary School window replacement bond work, with an increase of \$22,500 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Mr. Fay, the request to approve a change order for ACL Construction Corp., relating to the Middle School elevator reconstruction, with a deduction of \$10,000 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

On motion of Mr. Stevens, second by Ms. Neumaier, the request to approve a change order for ACL Construction Corp., relating to the High School elevator reconstruction, with a deduction of \$10,000 from the original contract, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

TEACHER CENTER INSTRUCTION CONTRACT

On motion of Mr. Stevens, second by Mr. Fay, the resolution authorizing the Board of Education President to execute a contract with Emily Eich for a Teacher Center to the Western Hamptons class, as submitted, to be and hereby is adopted.

Vote: Yes 6 No 0

FIELD TRIPS

On motion of Mr. Stevens, second by Ms. Neumaier, the recommendation to approve the field trip for the Varsity Cheerleaders to participate in the UCA High School Nationals in Orlando, FL on February 6-11, 2025, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

Mr. Fay left the meeting at 8:05 p.m.

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to approve a field trip for one student to participate in the NAFME All Eastern Conference in Hartford, CT on April 24-27, 2025, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

On motion of Mr. Stevens, second by Ms. Neumaier, the resignation of Chloe Franza from her position as a Middle School Teachers Aide, effective January 10, 2025, as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

MICHAEL IRISH

On motion of Mr. Stevens, second by Ms. Neumaier, the recommendation to appoint Michael Irish as a Custodial Worker I assigned to the High School, effective January 14, 2025, at a salary of \$43,748 (prorated), as submitted, to be and is hereby approved.

Vote: Yes 5 No 0

COACHING

On motion of Mr. Stevens, second by Ms. Neumaier, the coaching recommendation for the 2024-2025 late winter sport season as listed below, to be and is hereby approved.

Douglas Els MS Wrestling Step 1 \$4,193.37

Vote: Yes 5 No 0

WINTER RECREATION STAFF

On motion of Mr. Stevens, second by Ms. Neumaier, the appointment of the following Elementary School Winter Reaction staff members beginning January 27, 2025 through March 28, 2025, as submitted, to be and is hereby approved.

2024 Winter Recreation Program

<u>Instructor</u>	Class	<u>Grades</u>	# of Days	<u>Salaries</u>
Anthony Cappiello	Director	K-5	5 days	\$1,976
Kaleigh Locke	Sports	2-3-4-5	3 days (6 weeks)	\$540
Taryn Brown	Sports	2-3-4-5	4 days	\$960
Fred Musumeci	Sports	2-3-4-5	4 days	\$960
Gabriel Thomasch	Board Games	2-3-4-5	2 days	\$480
Jen Cucinotta	General Recreation	K	2 days	\$480
Lauren Gomez	General Recreation	1	2 days	\$480
Kim Mercready	Dance	2-3-4-5	1 day	\$240
Kerri Beaver	Coding	2-3-4-5	2 days	\$480
Tom O'Leary	Board Games	2-3-4-5	1 day	\$240
Jen Kast	S.T.E.M.	2-3-4-5	1 day	\$240
Mary Milano	Scrapbooking	4-5	1 day	\$240
TBD	Art	2-3-4-5	3 days	\$720
		-	Total Salaries	\$8,036

Vote: Yes 5 No 0

DIANA COSAJAY

On motion of Mr. Stevens, second by Ms. Wright, the recommendation to appoint Diana Cosajay as an Art Leave Replacement Teacher assigned to the Elementary School effective January 27, 2025 through June 27, 2025, MA, Step 1, \$61, 409 (prorated), to be and is hereby approved. Diana Cosajay is also appointed as a per diem substitute teacher from January 21, 2025 through January 24, 2025 at a rate of \$140 per day.

Vote: Yes 5 No 0

COACHING

On motion of Mr. Stevens, second by Ms. Neumaier, the coaching recommendation for the 2024-2025 spring sport season as listed below, to be and is hereby approved.

Natalie Badolato Varsity Assistant Girls Lacrosse Step 1 \$6,257.11

Vote: Yes 5 No 0

Mr. Fay returned at 8:08 p.m.

PUBLIC PARTICIPATION

A community member asked if, because of the change orders that were approved for funds that were not spent on expected construction costs, those funds could be used toward other projects. Dr. Probst explained that those bond funds could potentially be used in future upgrades.

A question was asked if the district compares the scores of the NWEA to the State test scores to see if they are comparable. Dr. Probst stated that when the district compares student performance on these assessments, students show a greater level of achievement on the NWEA. She explained that the NWEA is administered to all students, where some students do not participate in the state assessments.

A community member asked if the 3rd grade scores on the NWEA assessments were comparable with other districts nationwide. Dr. Probst stated that she would look into that.

<u>REPORTS</u>

Personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda.

NEW BUSINESS

Board Policy 0110-R, Sexual Harassment Regulation

The first reading to abolish the policy above was held.

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

Vote: Yes 6 No 0

Board Policy 0110-E, Sexual Harassment Complaint

The first reading of the revised policy above was held.

On motion of Ms. Neumaier, second by Mr. Stevens, 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

Board Policy 1120, School District Records

The first reading of the revised policy above was held.

On motion of Ms. Neumaier, second by Mr. Stevens, 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

Board Policy 2450, Policy Dissemination

The first reading of the revised policy above was held.

On motion of Mr. Stevens, second by Mr. Fay, 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

Board Policy 2460, Policy Review and Evaluation

The first reading of the revised policy above was held.

On motion of Ms. Neumaier, second by Mr. Stevens, 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

Board Policy 2461, Policy Manual Accuracy Check

The first reading of the revised policy above was held.

On motion of Ms. Neumaier, second by Ms. Wright, 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

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Ms. Neumaier, the Board of Education convened into Executive Session at 8:23 p.m. to discuss negotiations.

Vote: Yes 6 No 0

On motion of Ms. Neumaier, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 9:44 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

On motion of Ms. Neumaier, second by Mr. Stevens, all business being completed, Ms. Lanni-Hewitt declared the meeting adjourned at 9:44 p.m.

Vote: Yes 6 No 0

Lisa Rheaume, District Clerk

Westhampton Beach Union Free School District

Committee Meeting Recommendations	for	Board	of	Education
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Student: 'Boar	d of Education Cop	y'			AltID#:	Water in	DOB:	9/30/2007 (17:3)	Grade: 11	
Meeting Date	BOE Date	Committee / Reas	son		Decision	Disab	ility	Placement Recommend	ation / School	
01/06/2025	02/03/2025	Committee on Spe Reevaluation Tran		n /	Classified	Other	Health Impairment	Home Public School District Beach High School	(HPSD) / Westhampton	
Recommended	Program/Service	Start Date	End Date	<u>Ratio</u>	Frequency	Period	<u>Duration</u>	Location		
Special Class - S	Science	11/13/2024	06/20/2025	15:1	1	Daily	41min.	Science Class		
Special Class - E	English	11/13/2024	06/20/2025	15:1	1	Daily	41min.	English / Language Arts		
Special Class - S	Social Studies	11/13/2024	06/20/2025	15:1	1	Daily	41min.	Class Social Studies Class		
Special Class - S		11/13/2024	06/20/2025	15:1	1	Every Other	41min.	Science Lab		
0 110						Day				
Special Class - N		11/13/2024	06/20/2025	15:1	1	Daily	41min.	Math Class		
Psychological Co	ounseling Services	11/13/2024	06/20/2025	Individual	1	Weekly	30min.	Therapy Room		
Student: 'Boar	rd of Education Cor	oy'			AltiD#:		DOB:	8/5/2009 (15:5)	Grade: 10	
Meeting Date	BOE Date	Committee / Rea	son		Decision	Disab	oility	Placement Recommend	lation / School	
01/07/2025	02/03/2025	Committee on Special Education /			Classified	Other	Health Impairment	Home Public School District	t(HPSD) / Westhampton	
		Reevaluation Trai	nsfer Student					Beach High School		
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location		
Resource Room	Program	12/09/2024	06/20/2025	5:1	1	Daily	41min.	Resource Room		
Student: 'Boar	rd of Education Co	py'	Name of N		AltiD#:		DOB:	10/19/2019 (5:2)	Grade: Kdg.	
Meeting Date	BOE Date	Committee / Rea	son		Decision	Disal	oility	Placement Recommend	dation / School	
01/09/2025	02/03/2025	Committee on Sp	ecial Educatio	on /	Classified	Speech or Language		Home Public School District(HPSD) / Westhampton		
		Initial Eligibility De				Impai		Beach Elementary School	, , , , , , , , , , , , , , , , , , , ,	
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location		
Special Class		01/21/2025	06/27/2025	8:1+1	1	Daily	6hr.	Classroom		
Speech/Languag	ge Therapy	01/21/2025	06/27/2025	Individual	3	Weekly	30min.	Therapy Room		
Counseling		01/21/2025	06/27/2025	Small Group	1	Weekly	30min _{ts}	Counselor's Office		
Student: 'Boa	rd of Education Co	py'			AltiD#:		DOB:	9/27/2018 (6:3)	Grade: 01	
Meeting Date	BOE Date	Committee / Rea	ison		Decision	Disa	bility	Placement Recommend		
01/13/2025	02/03/2025	Subcommittee or	Special Educ	cation /	Classified	Spee	ch or Language	Home Public School Distric		
		Amendment - Ag					rment	Beach Elementary School	,	
Recommended	I Program/Service		End Date	Ratio	Frequency	Period	Duration	<u>Location</u>		
9						2 2				

Special Class	09/03/2024	06/27/2025	8:1+1	1	Daily	6hr.	Classroom
Special Class	07/08/2024	08/16/2024	12:1:1	1	Daily	2hr. 30min.	School
Speech/Language Therapy	09/03/2024	06/27/2025	Individual	3	Weekly	30min.	Therapy Room
Speech/Language Therapy	09/03/2024	06/27/2025	Small Group	1	Weekly	30min.	Across All Settings
Occupational Therapy	09/03/2024	06/27/2025	Small Group	2	Weekly	30min.	Therapy Room
Psychological Counseling Services	09/03/2024	06/27/2025	Small Group	1	Weekly	30min.	Across All Settings
Speech/Language Therapy	07/08/2024	08/16/2024	Small Group	2	Weekly	30min.	Across All Settings

Student:	Board of Education Cop	oy'			AltiD#:		DOB:	3/23/2016 (8:9) Grade: Ungraded
Meeting Date	BOE Date	Committee / Rea	son		Decision	Disa	ability	Placement Recommendation / School
01/15/2025	02/03/2025	Committee on Spe	ecial Educatio	on /	Classified	Mult	iple Disabilities	Home Instruction(HI) / Home
		Requested Review	W					
Recommen	nded Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Special Clas	ss (Home and Hospital	01/27/2025	06/27/2025	1:1	3	Weekly	1hr.	Home
Instruction)								
Special Clas	SS	07/08/2024	08/16/2024	12:1+4	5	Weekly	5hr. 30min.	School
Speech/Lar	nguage Therapy	01/27/2025	06/27/2025	Individual	1	Weekly	30min.	Home
Occupation	al Therapy	01/27/2025	06/27/2025	Individual	2	Weekly	30min.	Home
Physical Th	erapy	01/27/2025	06/27/2025	Individual	2	Weekly	30min.	Home
Occupation	al Therapy	07/08/2024	08/16/2024	Small Group	1	Weekly	30min.	Across All Educational
								Settings
Physical Th	nerapy	07/08/2024	08/16/2024	Small Group	4	Weekly	30min.	Across All Educational
								Settings
Speech/Lar	nguage Therapy	07/08/2024	08/16/2024	Small Group	2	Weekly	30min.	Across All Educational
								Settings

Student: 'Boa	rd of Education Cor	py'			AltiD#:		DOB:	2/3/2011 (13:11) Grade: 08		
Meeting Date	BOE Date	Committee / Rea	son		Decision	Disab	ility	Placement Recommendation / School		
		•	n Special Education / ty Determination Meeting		Classified	Learning Disability		Home Public School District(HPSD) / Westhampton Beach Middle School		
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	<u>Period</u>	<u>Duration</u>	Location		
Special Class - S	Science	01/27/2025	06/20/2025	15:1+1	1	Daily	40min.	Science Class		
Special Class - I	Math	01/27/2025	06/20/2025	15:1+1	1	Daily	40min.	Math Class		
Special Class - F	Reading	01/27/2025	06/20/2025	15:1	1	Every Other Day	40min.	Classroom		

Student: 'Bo	ard of Education Co	ору	AltID#:	DOB:	10/29/2007 (17:2) Grade: 11
Meeting Date	BOE Date	Committee / Reason	Decision	Disability	Placement Recommendation / School
01/16/2025	02/03/2025	Committee on Special Education / Amendment - Agreement No Meeting	Classified	Learning Disability	Home Public School District(HPSD) / Westhampton Beach High School

Recommended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	41min.	English / Language Arts
							Class
Integrated Co-teaching Services	09/03/2024	06/20/2025		5	Weekly	41min.	Social Studies Class
Psychological Counseling Services	09/03/2024	06/20/2025	Individual	2	Monthly	30min.	Counselor's Office
Psychological Counseling Services	09/03/2024	06/20/2025	Small Group	2	Monthly	30min.	Therapy Room
Speech/Language Consultation	09/03/2024	06/27/2025		1	Quarterly	30 minutes	Classroom

Student: 'Boar	d of Education Cop	oy,			AltID#:		DOB:	2/15/2013 (11:11) Grade: 06
Meeting Date	BOE Date	Committee / Reas	on		Decision	Disa	bility	Placement Recommendation / School
01/17/2025	02/03/2025	Subcommittee on Reevaluation Revi		ation /	Classified	Othe	r Health Impairment	Home Public School District(HPSD) / Westhampton Beach Middle School
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
Integrated Co-tea	aching Services	09/03/2024	06/20/2025		2	Daily	40min.	English / Language Arts Class
Integrated Co-te	aching Services	09/03/2024	06/20/2025		1	Daily	40min.	Social Studies Class
Integrated Co-te	aching Services	09/03/2024	06/20/2025		1	Daily	40min.	Math Class
Integrated Co-te	aching Services	09/03/2024	06/20/2025		1	Daily	40min.	Science Class
Counseling		09/03/2024	06/20/2025	Small Group (5:1)	1	Weekly	30min.	Therapy Room

Student: 'Boar	d of Education Cop	py'			AltID#:			7/28/2018 (6:5) Grade: 01
Meeting Date	BOE Date	Committee / Rea	son		Decision	Disal	oility	Placement Recommendation / School
01/21/2025	02/03/2025 Committee on Special Education / Transfer Student - Agreement No Meeting					ch or Language rment	Home Public School District(HPSD) / Westhampton Beach Elementary School	
Recommended	Program/Service	Start Date	End Date	Ratio	<u>Frequency</u>	Period	<u>Duration</u>	Location
Consultant Teac	her Services	01/21/2025	06/27/2025	Direct	1	Daily	2hr. 15min.	Classroom
Speech/Languag	je Therapy	01/21/2025	06/27/2025	Small Group	2	Weekly	30min.	Therapy Room
Visual Aides and	Cues	01/21/2025	06/27/2025		As Needed	As needed	Throughout the School Day	Across All Environments

Student: 'Board	d of Education Co	ру'			AltID#;		DOB:	12/15/2011 (13:1) Grade: 07
Meeting Date	BOE Date	Committee / Reason			Decision	Disa	ability	Placement Recommendation / School
01/21/2025	02/03/2025	Committee on Special Reevaluation Review		n /	Classified	-	ech or Language airment	Home Public School District(HPSD) / Westhampton Beach Middle School
Recommended Integrated Co-tea	Program/Service aching Services		nd Date 6/20/2025	Ratio	<u>Frequency</u> 1	<u>Period</u> Daily	<u>Duration</u> 40min.	Location English / Language Arts Class

Integrated (Co-teaching Services	09/03/2024	06/20/2025		1	Daily	40min.	Social Studies Class
_	Co-teaching Services	09/03/2024	06/20/2025		1	Daily	40min.	Math Class
Integrated (Co-teaching Services	09/03/2024	06/20/2025		1	Daily	40min	Science Class
Speech/Lar	nguage Therapy	01/22/2025	06/20/2025	Individual	1	Weekly	30min.	Therapy Room
Student:	Board of Education Cop	у'			AltID#:		DOB:	10/30/2009 (15:2) Grade: 09
Meeting Dat	te BOE Date	Committee / Reas	son		Decision	Disab	ility	Placement Recommendation / School
01/22/2025	02/03/2025	Committee on Special Education /		n /	Classified	Other	Health Impairment	Home Public School District(HPSD) / Westhampton
		Requested Review	v					Beach High School
Recomme	ended Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location
	Co-teaching Services	01/27/2025	06/20/2025		1	Daily	41min.	Social Studies Class
	Co-teaching Services	01/27/2025	06/20/2025		1	Daily	41min.	English / Language Arts
						·		Class
Integrated	Co-teaching Services	01/27/2025	06/20/2025		1	Daily	41min.	Science Class
Integrated	Co-teaching Services	01/27/2025	06/20/2025		1	Every Other	41min.	Science Lab
1.7	0 1 1 0 1	04/07/2005	00/00/2005			Day		
Integrated	Co-teaching Services	01/27/2025	06/20/2025		1	Daily	41min.	Math Class
Student:	'Board of Education Cop	y'			AltID#:		DOB:	11/9/2017 (7:2) Grade: ⁰²
Meeting Dat	te BOE Date	Committee / Rea	son		Decision	Disab	oility	Placement Recommendation / School
01/22/2025	02/03/2025	Committee on Spe	ecial Education	on /	Classified	Speed	ch or Language	Home Public School District(HPSD) / Westhampton
		Reevaluation Rev				Impair	ment	Beach Elementary School
Recomme	ended Program/Service	Start Date	End Date	Ratio	Frequency	Period	<u>Duration</u>	Location
Special Cla	ass	09/03/2024	06/27/2025	8:1+1	1	Daily	6hr.	Classroom
- 1	400		00/07/0000	Small Group	1	Weekly	20main	0
Counseling	g	09/03/2024	06/27/2025		•	VVCCity	30min.	Counselor's Office
Counseling Speech/La	g anguage Therapy	09/03/2024	06/27/2025	Individual	2	Weekly	30min.	Counseior's Office Therapy Room
Counseling Speech/La Speech/La	g anguage Therapy anguage Therapy	09/03/2024 09/03/2024	06/27/2025 06/27/2025	Individual Small Group	2			
Counseling Speech/La Speech/La	g anguage Therapy	09/03/2024	06/27/2025	Individual	2 1 2	Weekly	30min.	Therapy Room
Counseling Speech/La Speech/La	g anguage Therapy anguage Therapy	09/03/2024 09/03/2024 01/22/2025	06/27/2025 06/27/2025	Individual Small Group	1	Weekly Weekly	30min. 30min.	Therapy Room Therapy Room
Counseling Speech/La Speech/La Occupation	g anguage Therapy anguage Therapy nal Therapy 'Board of Education Cop	09/03/2024 09/03/2024 01/22/2025	06/27/2025 06/27/2025 06/27/2025	Individual Small Group	1 2	Weekly Weekly	30min. 30min. 30min.	Therapy Room Therapy Room Across All Settings
Counseling Speech/La Speech/La Occupation Student: Meeting Da	g anguage Therapy anguage Therapy nal Therapy 'Board of Education Cop	09/03/2024 09/03/2024 01/22/2025 Oy' Committee / Rea	06/27/2025 06/27/2025 06/27/2025 son	Individual Small Group Small Group	1 2 AltID#:	Weekly Weekly Weekly	30min. 30min. 30min.	Therapy Room Therapy Room Across All Settings 10/1/2008 (16:3) Grade: 10
Counseling Speech/La Speech/La Occupation Student: Meeting Da	g anguage Therapy anguage Therapy nal Therapy 'Board of Education Cop te BOE Date	09/03/2024 09/03/2024 01/22/2025	06/27/2025 06/27/2025 06/27/2025 06/27/2025 son ecial Educatio	Individual Small Group Small Group	1 2 AltID#:	Weekly Weekly Weekly	30min. 30min. 30min. DOB:	Therapy Room Therapy Room Across All Settings 10/1/2008 (16:3) Grade: 10 Placement Recommendation / School
Counseling Speech/La Speech/La Occupation Student: Meeting Da 01/22/2025	g anguage Therapy anguage Therapy nal Therapy 'Board of Education Cop te BOE Date	09/03/2024 09/03/2024 01/22/2025 Oy' Committee / Rea Committee on Sp	06/27/2025 06/27/2025 06/27/2025 06/27/2025 son ecial Educatio	Individual Small Group Small Group	1 2 AltID#:	Weekly Weekly Weekly	30min. 30min. 30min. DOB:	Therapy Room Therapy Room Across All Settings 10/1/2008 (16:3) Grade: 10 Placement Recommendation / School Home Public School District(HPSD) / Westhampton
Counseling Speech/La Speech/La Occupation Student: Meeting Da 01/22/2025	g anguage Therapy anguage Therapy anal Therapy 'Board of Education Copute BOE Date 02/03/2025	09/03/2024 09/03/2024 01/22/2025 Oy' Committee / Rea Committee on Sp Reevaluation Trai	06/27/2025 06/27/2025 06/27/2025 son ecial Educationsfer Student	Individual Small Group Small Group on /	AltID#: Decision Classified	Weekly Weekly Weekly Disal	30min. 30min. 30min. DOB: bility ing Disability	Therapy Room Therapy Room Across All Settings 10/1/2008 (16:3) Grade: 10 Placement Recommendation / School Home Public School District(HPSD) / Westhampton Beach High School

Meeting Date	BOE Date	Committee / Rea	son		Decision	Dis	ability	Placement Recommendation / School
01/23/2025	02/03/2025	Committee on Spe Reevaluation Rev		on /	Classified	Auti	sm	BOCES Class in a Public School(BOCES-PSD) / Eastern Suffolk BOCES-Sequoya HS
Recommended P	rogram/Service	Start Date	End Date	<u>Ratio</u>	Frequency	Period	Duration	<u>Location</u>
Special Class		02/24/2025	06/27/2025	12:1:1	1	Daily	5hr.	Classroom
Parent Counseling	and Training	02/24/2025	06/27/2025	Individual	6	Yearly	1hr.	School
Counseling		02/24/2025	06/27/2025	Small Group (5:1)	1	Weekly	30min.	Counselor's Office
Counseling		02/24/2025	06/27/2025	Individual	2	Weekly	30min.	Therapy Room

Westhampton Beach Union Free School District Committee Meeting Recommendations for Board of Education

Student: 'Boa	rd of Education Cop	y'			AltID#:		DOB:	10/29/2007 (17:2) Grade: 11
Meeting Date	BOE Date	Committee / Reas	on		Decision	Disa	bility	Placement Recommendation / School
01/16/2025	02/03/2025	Committee on Spe Amendment - Agre			Classified	Learn	ing Disability	Home Public School District(HPSD) / Westhampton Beach High School
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	<u>Duration</u>	Location
Integrated Co-te	aching Services	09/03/2024	06/20/2025		5	Weekly	41min.	English / Language Arts Class
Integrated Co-te	aching Services	09/03/2024	06/20/2025		5	Weekly	41min.	Social Studies Class
Psychological C	ounseling Services	09/03/2024	06/20/2025	Individual	2	Monthly	30min.	Counselor's Office
Psychological C	ounseling Services	09/03/2024	06/20/2025	Small Group	2	Monthly	30min.	Therapy Room
Speech/Langua	ge Consultation	09/03/2024	06/27/2025		1	Quarterly	30 minutes	Classroom

Westhampton Beach Union Free School District

Committee Meeting Recommendations for Board of Education

Student: 'Boar	rd of Education Cop	y'			AltID#:		DOB:	5/16/2020 (4:7)	Grade:	Preschool
Meeting Date	BOE Date	Committee / Rea	son		Decision		Disability	Placement Recomm	endation / Sch	ool
01/06/2025	02/03/2025	Committee on Pre Education / Amen No Meeting	·		Classified Preso	chool	Preschool Student with a Disability	Preschool Itinerant Sen Itinerant Services Only	vices Only(PISO)	/ Preschool
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	<u>Duration</u>	Location		
Special Education	on Itinerant Services	01/06/2025	06/27/2025	1:1	1	Daily	1hr.	Classroom		
Occupational Th	erapy	01/21/2025	06/27/2025	Individual	2	Weekly	30min.	Across All Settings		
Speech/Languag	ge Therapy	10/24/2024	06/27/2025	Individual	3	Weekly	30min.	Across All Settings		
Student: 'Boa	rd of Education Cop	y'			AltID#:		DOB:	8/16/2021 (3:4)	Grade:	Preschool
Meeting Date	BOE Date	Committee / Rea	son		Decision		Disability	Placement Recomm	endation / Sch	ool
01/15/2025	02/03/2025	Committee on Pre Education / Amen No Meeting			Classified Pres	chool	Preschool Student with a Disability	Approved Preschool Sp Program(APSEP) / Alte		ren
Recommended	Program/Service	Start Date	End Date	Ratio	Frequency	Period	Duration	Location		
Special Class		01/21/2025	06/27/2025	12:1:1	1	Daily	5hr.	Classroom		
Speech/Langua	ge Therapy	09/03/2024	06/27/2025	Individual	3	Weekly	, 30min.	Therapy Room		
Occupational Th	nerapy	09/03/2024	06/27/2025	Individual	2	Weekly	, 30min.	Therapy Room		
Student: 'Boa	rd of Education Cop	yy'			AltID#:	11.	DOB:	2/14/2021 (3:11)	Grade:	Preschool
Meeting Date	BOE Date	Committee / Rea	son		Decision		Disability	Placement Recomm	nendation / Sch	iool
01/22/2025	02/03/2025	Committee on Pro Education / Initial Determination Me	Eligibility	al	Classified Pres	chool	Preschool Student with a Disability	Preschool Itinerant Ser Itinerant Services Only		/ Preschool
	I Program/Service on Itinerant Services ge Therapy	Start Date 02/04/2025 02/04/2025	End Date 06/27/2025 06/27/2025	Ratio 1:1 Individual	Frequency 5 2	Period Weekly Weekly	y 1hr.	Location School School		

WESTHAMPTON BEACH SCHOOL DISTRICT 2025-2026 School Calendar DRAFT

	July 2025							
М	Т	W	Th	F				
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18				
21	22	23	24	25				
28	29	30	31					

	August 2025							
М	M T W Th							
				1				
4	5	6	7	8				
11	12	13	14	15				
18	19	20	21	22				
25	26	27	28	29				

М	Т	W	Th	F
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

September 2025

October 2025 Т W Th F М 2 3 1 6 7 8 9 10 14 15 16 17 13 20 21 22 23 24 27 28 29 30 31

21

+1

28 Staff Conference Day

19

1 Labor Day

2 First Day for Students23-24 Rosh Hashanah

Columbus Day/Indigenous Peoples' Day

Yom Kippur

2

November 2025							
М	Т	W	Th	F			
3	4	5	6	7			
10	11	12	13	14			
17	18	19	20	21			
24	25	26	27	28			

December 2025							
М	Т	W	Th	F			
1	2	3	4	5			
8	9	10	11	12			
15	16	17	18	19			
22	23	24	25	26			
29	30	31					

January 2026								
М	Т	Th	F					
			1	2				
5	6	7	8	9				
12	13	14	15	16				
19	20	21	22	23				
26	27	28	29	30				

19

Martin Luther King Jr. Day

February 2026									
М	Т	w	Th	F					
2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					

15

16 11 Veteran's Day 26-28 Thanksgiving Recess 17 24-31 Winter Recess

1-2 Winter Recess

19

183 + 1

16-20 Mid-winter Recess17 Lunar New Year

	Ma	irch 20	26	
М	Т	W	Th	F
2	3	4	5	6
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16	17	18	19	20
23	24	25	26	27
30	31			

	A	oril 202	26	
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	

	M	lay 202	26	
М	Т	W	Th	F
				1
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11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

	Jι	ıne 202	26	
М	Т	w	Th	F
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

19

22

15 2-10 Spring Recess 20 25 Memorial Day

19 Juneteenth26 Last Day of School



= Holiday / School Closing



= Staff Conference Day

This calendar includes one emergency closing day.

The Board of Education reserves the right to revise this calendar if emergency closings during the school year require additional teaching days. Adopted by the Board of Education on



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

Requestor: J. Pirro
Date of Request: 1/24/2025
Budget Code to Transfer TO:
Code Number: A2110.480.41.01
Code Title: Science Textbooks - HS
Amount to Transfer: \$ <u>7,500.00</u>
Budget Code to Transfer FROM:
Code Number: A2110.470.00.05
Code Title: Tuition - Charter School
Reason for Transfer: To fund science review books for the high school.
Back-up attached
PLEASE FORWARD COMPLETED FORM TO THE BUSINESS OFFICE FOR APPROVAL THE BUSINESS OFFICE SHALL THEN FORWARD IT TO THE SUPERINTENDENT'S OFFICE FOR FINAL APPROVAL.
Commetair Pum 1/24/2025
Asst. Supt for Business Date
Superintendent Date
Transfer #
Transfer Made By
Transfer Date
☐ Board of Education Approval Required (for over \$10,000)
Date of BOE Approval

WESTHAMPTON BEACH UFSD

January 28, 2025 09:49:54 am

Budget Status Report As Of: 01/28/2025 Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
2110-470-00-05	Tuition - Charter School	123,000.00	-14,707.76	108,292.24	0.00	00:00	108,292.24
Total GENERAL FUND		123,000.00	-14,707.76	108,292.24	0.00	0.00	108,292.24

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WESTHAMPTON BEACH UFSD

January 28, 2025 09:50:03 am

Budget Status Report As Of: 01/28/2025 Fiscal Year: 2025 Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
2110-480-41-01	Textbooks- Science- HS	8,450.00	2,600.00	11,050.00	11,036.95	00.00	13.05	
Total GENERAL FUND		8,450.00	2,600.00	11,050.00	11,036.95	0.00	13.05	



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

Requestor: J. Pirro	
Date of Request: 1/21/2025	
Budget Code to Transfer TO :	
Code Number: A1680.490.00.0	08
Code Title: BOCES	
Amount to Transfer: \$ <u>74,000.00</u>	
Budget Code to Transfer FROM :	
Code Number: Various (see a	ttached)
Code Title:	
Back-up attached	ork Engineering Services through ESBOCES
THE BUSINESS OFFICE SHALL THE	RM TO THE BUSINESS OFFICE FOR APPROVAL IN FORWARD IT TO THE SUPERINTENDENT'S
SPW OFFICE FO	R FINAL APPROVAL. 1/21/2025
Asst. Supt for Business	Date
Superintendent	Date
Transfer #	
Transfer Made By	
Transfer Date	
⊠ Board of Education Appr	oval Required (for over \$10,000)
Date of ROE And	

Budget Transfer - BOE 2/3/2025

To fund CSDNET Re	emote/Onsite Network Engineering Services through E	SBOCES
То		
A1680.490.00.08	BOCES Expenses	\$74,000
From		
A1680.400.00.05	Repair & Licensing, Districtwide	\$40,000
A2630.403.00.05	Repairs & Service Contracts, Districtwide	\$16,400
A2630.403.00.01	Repairs & Service Contracts, High School	\$6,600
A2630.403.00.02	Repairs & Service Contracts, Middle School	\$5,500
A2630.403.00.03	Repairs & Service Contracts, Elementary School	\$5,500
		\$74,000

January 21, 2025 11:14:06 am

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 01/21/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

WESTHAMPTON BEACH UFSD

January 21, 2025 11:08:20 am

Budget Status Report As Of: 01/21/2025 Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
1680-400-00-05	Repair & Licensing - DW	148,790.00	0.00	148,790.00	127,010.44	4,985.28	16,794.28	
Total GENERAL FUND		148,790.00	0.00	148,790.00	127,010.44	4,985.28	16,794.28	



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(いっ

DATE:

January 21, 2025

RF:

Field Trip Request/Key Club International Leadership Conference,

Albany, NY, March 28-30, 2025

Attached please find an overnight field trip request from Brooke Russell for ten high school students to attend the Key Club International Leadership

Conference in Albany, New York. The trip is scheduled for Friday, March 28,

2025 through Sunday, March 30, 2025.

Please place on the Board of Education agenda for action.



WESTHAMPTON BEACH PUBLIC SCHOOLS REQUEST FOR FIELD TRIP

Must be submitted 2 weeks prior to trip

From: WHBHS Key Club, Brooke Russell Date of	f Application: 1/8/25		
Authorization is requested for this field trip at <u>full expendent</u> Authorization is requested for <u>transportation</u>			
PURPOSE: Key Club International Leadership	p Conference		
DESTINATION: CrownerPlaza Albany - Desmond Ho			
DATE(S) OF EVENT: March 28 - 30, 2025	<i>y</i>		
TIME OF DEPARTURE: 8:00 AM 3/28/25 TIME OF RETU	URN: 5-6 pm 3/30/25		
SUBSTITUTE NEEDED: Yes No D			
Description and Number of Students Participating in Field Trip:	bout 10 students from		
WHBHS Key Club, grades 9-12			
Form of Transportation needed: (indicate number of vehicles)			
Personal Car Mini-Bus	Bus Riverhead District Bus		
List Additional Chaperones: N/A			
ANTICIPATED EXPENSES:* (Purchase Order must accompany the	is form)		
Registration/Admission Fee: \$			
If personal car: number of miles at .58 p/m			
Tolls:	and the second s		
Meals:			
NO EXTRA PAY TOTAL \$	<u>Ø</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: Brooke Russell, Key Club Advisor
2. Destination, education purpose of trip, and value to the students: <u>Desmond Hotel for Key Club's Annual Leadership Training Conference</u> , at which students attend and participate in a variety of activities and workshops to instill values such as but not limited to: leadership, public speaking, community service, empathy, executive functioning, mindfulness, collaboration, integrity, and global citizenship. There are additionally, key note speakers from Charities or authors as well as time allocated each day for students to complete academic work for their respective schools. 3. Which students will participate:
a. Number of students 210
b. Grade levels 9-12
c. Group(s) Key Club
d. Name (if known)
4. Method of Participant Selection: dues paying membership to Key Club International, attendance of club meetings and activities, and completion of all necessary paperwork and payment by deadline.
5. Dates:
a. Specify day(s) and date(s) March 28, 2025 - March 30, 2025
b. Are these school days? March 28th is a Finday
6. Means of Transportation Riverhead School District Bus
Transportation Company Name: See above
Approximate length of traveling time (one way) 4 hours

7. Chaperone(s): Brooke Russell				
8. Date of last participation	for a similar trip: March	15 - 17, 2024		
9.	COST	FUNDING SOURCE		
Transportation	~ 660	Kimanis Spansorship		
Admission	370 per student			
Food				
Lodging				
Participation Fees				
Other	(015	Kiwanis & Sponsorship		
TOTALS	~ 4975.00			
20. Organization sponsoring the program: Kiwanis of Westhampton Beach 13. Substitutes needed?: YES NO How Many? I Dates Needed: Friday, March 28, 2025 14. Other pertinent information:				
15. Meeting date to be considered and the second of the se	idered by the Board:	13/25 who Russell		
Date: 13 25				

Adoption date: November 19, 2001

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 3rd day of February 2025 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 Out East Therapy of New York for OT, PT, SLP, RN and Psychology Services, PLLC (hereinafter the "CONSULTANT"), having a principal mailing address of 130-F Montauk Highway, East Moriches, NY 11940.

A. TERM

1. The term of this Agreement shall be from 2/10/25 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:

- 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 APPENDIX A.

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

D. COMPENSATION

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

E. INSURANCE

- 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
- 2. 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 NY State. A NY 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 noncontributory 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.
- 3. a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional 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, the professional consultant will provide a copy of the policy endorsements and forms.
- 4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:
 - 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. 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.
- 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.
- 6. The Professional 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. The professional 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 the same shall not be deemed a waiver of any rights held by the District.

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.

L. OTHER

1. The parties agree and understand that DISTRICT will supply evaluation tools at its sole cost and expense.

Recognizing that CONSULTANT has devoted considerable time, energy and expense in developing its practice, DISTRICT covenants and agrees that during the term of the Agreement and for one (1) year following termination of the Agreement as set forth herein, DISTRICT shall not, without written consent of CONSULTANT, directly or indirectly, (a) solicit or attempt to solicit for employment or engagement, employ, hire, engage, or retain the services of any of CONSULTANT's employees, agents, or contractors who provide services directly to the DISTRICT; (b) induce or attempt to induce any of CONSULTANT's employees, agents or contractors to terminate his or her employment or other relationship with CONSULTANT; or (c) falsely disparage CONSULTANT or any of its shareholder members, managers, officers, directors, employees, agents or

affiliates or wrongfully interfere with or disrupt the relationship, contractual or otherwise, between CONSULTANT and any other party.

In the event that the DISTRICT violates the provision above, CONSULTANT shall retain and may exercise its rights and remedies as provided under applicable law.

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

Out East Therapy of New York 130-F Montauk Hwy.	WESTHAMPTON BEACH UFSD
East Moriches, NY 11940	
Ву:	Ву:
Print Name: Krista Debler, OTR/L	Print Name: Elizabeth Lanni-Hewitt
Title: Owner	Title: President, Board of Education
Date: 1/24/25	Date:

Supplemental Agreement between the WESTHAMPTON BEACH UFSD and Out East Therapy

Supplemental Agreement dated this 3rd day of February 2025 between the Westhampton Beach UFSD (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Out East Therapy of New York for OT, PT, SLP, RN and Psychology Services, PLLC (the "Contractor") located at 130-F Montauk Highway, East Moriches, NY 11940.

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. <u>Defined Terms</u>: 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.b12.nvscd.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 $\S2-d(6)(c)$.

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.

Out East Therapy of New York 130-F Montauk Hwy.	WESTHAMPTON BEACH UFSD
East Moriches, NY 11940	
By:	By:
Print Name:Krista Debler, OTR/L	Print Name: Elizabeth Lanni-Hewitt
Title: Owny Owner	Title: President, Board of Education
Date:	Date:

APPENDIX A

		rvices PIIC
Out East Therapy of New York for OT, PT, SLP, RN and Psyci	nology sei	I DINCO, I NOW
PO Box 1312		
Center Moriches, NY 11934		The second second
Tel: (631) 874-0571		
Fax ((631) 878-0527		
WHB 24-2025		
Individual Sessions		
		1
Occupational Therapist/COTA/ Speech Therapy	S	55 per 30 minu
Physical Therapy; 1:1		75 per 30 minu
Home Services, Private School Services, Teletherapy Services:	11.	
Occupational Therapy; 1:1/SLP	S	75 per 30 minu
Physical Therapy; 1:1		85 per 30 minu
Tutoring	_	00 perhour
GROUP sessions	1	
Occupational Therapist/COTA/ Speech Therapy; Group of 1 student	S	55 per 30 minu
Occupational Therapist/COTA/ Speech Therapy, Group of 2 students		51 per 30 minu
Occupational Therapist/COTA/ Speech Therapy: Group of 3-5 students		50 per 30 minu
Physical Therapist/PTA, Group of 1 student		60 per 30 minut
Physical Therapist/PTA: Group of 2 students		59 per 30 minut
Physical Therapist/PTA; Group of 3-5 students		58 per 30 minut
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Attendance at CSE/Team Meetings; Consults:	-	
	-	
Occupational Therapy		5 per 30 minut
Physical Therapy		75 per 30 minut
SLP	\$6	55 per 30 minut
Resource Room:		
Group of 2 students		
	\$5	5 per 30 minut
	-	5 per 30 minut 2 per 30 minut
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Group of 3-5 students Teacher's assistant	\$5	
Group of 3-5 students Teacher's assistant	\$5	2 per 30 minute 5 per 30 minute
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Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid	\$5 \$5 \$4	2 per 30 minute 5 per 30 minute
Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group	\$5 \$5 \$4 \$100	2 per 30 minute 5 per 30 minute 5 per 30 minute
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Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group Dyshological services Counseling Behavior Intervention: BCBA Consultant in School BBA/BIP	\$5 \$4 \$100 \$100 \$55 \$95 \$75	per 30 minute
Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group pyshological services counseling Behavior Intervention: BCBA Consultant in School BBA/BIP	\$5 \$5 \$4! \$100 \$100 \$55	per 30 minute
Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group pyshological services counseling Behavior Intervention: BCBA Consultant in School BA/BIP BCBA in School	\$5 \$44 \$100 \$100 \$55 \$75 \$115	per 30 minute
Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group pyshological services counseling Behavior Intervention: BCBA Consultant in School BA/BIP BCBA in School	\$5 \$44 \$100 \$100 \$55 \$75 \$115	per 30 minute
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Group of 3-5 students Teacher's assistant Teacher's aid or nurse's aid Collaborative Group pyshological services counseling Behavior Intervention: 3CBA Consultant in School BA/BIP BCBA in School Handwriting Groups of to 8 children valuations: ducational Evaluation by psychologist sychological Evaluation pocial Hx pseech/Language Evaluation Bilingual sychological Evaluation Bilingual ducational Evaluation Bilingual focial Hx bilingual T/ PT/ SLP eval T/ PT/ SLP eval T/ PT/ SLP eval bilingual sursing Nome instruction special ed	\$55 \$44: \$100 \$100 \$55 \$75 \$115 \$250 \$450 \$750 \$300 \$400 \$650	2 per 30 minute 5 per 30 minute 6 per 30 minute 7 per 30 minute 8 per 30 minute 8 per 30 minute 9 per 40 minute 9 per 40 minute 10 per hour 11 per evaluation 12 per evaluation 13 per evaluation 14 per evaluation 15 per evaluation 16 per evaluation 17 per evaluation 18 per evaluation
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EDUCATION SERVICES CONTRACT

This Agreement is entered into this _____ day of _______, 2025 by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "SENDING DISTRICT"), having its principle place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978 and the Board of Education of the Quogue Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principle place of business for the purpose of this Agreement at 10 Edgewood Road, Quogue, NY 11959.

WITNESSETH

WHEREAS, the SENDING DISTRICT is authorized under the Education Law to contract with other public school districts within the State of New York for the instruction of students in those situations where the SENDING DISTRICT is unable to provide for the education of such students in the schools of the SENDING DISTRICT; and

WHEREAS, the RECEIVING DISTRICT is a public school district within the State of New York authorized to provide services to such students.

NOW, THEREFORE, the parties mutually agree as follows:

A. TERM:

1. The term of this Agreement shall be from February 1, 2025 through June 30, 2025 inclusive, unless terminated earlier as provided for in this Agreement. It is understood that neither the SENDING DISTRICT nor the RECEIVING DISTRICT is under an obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

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

- 1. 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.
- 2. RECEIVING DISTRICT agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the RECEIVING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
- 3. SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING DISTRICT, its officers, directors, agents, or employees against all

claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

C. SERVICES AND RESPONSIBILITIES:

- 1. The RECEIVING DISTRICT shall provide special education services to the student listed in Appendix "A" attached hereto (the "Student") during the 2024-25 school year. This paragraph shall not be construed as altering the RECEIVING DISTRICT'S rights to discipline, suspend or expel the Student attending RECEIVING DISTRICT according to law.
- 2. The SENDING DISTRICT shall obtain whatever releases, prescriptions, or other legal documents that are necessary for the RECEIVING DISTRICT to provide services pursuant to this Agreement. The RECEIVING DISTRICT shall not be responsible for transportation of the student from home-to-school and/or from school-to-home.
- 3. The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.
- 4. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
- 5. The RECEIVING DISTRICT 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. If requested, the RECEIVING DISTRICT shall provide the SENDING DISTRICT with the proof of clearance for employment from the New York State Education Department.
- 6. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full reports concerning the education and progress of the student(s) to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of student(s) covered by the terms of this Agreement.
- 7. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained by the RECEIVING DISTRICT in connection with this Agreement.

- 8. Upon reasonable prior written notice, the RECEIVING DISTRICT shall be subject to visitation by the SENDING DISTRICT and/or its designated representatives during the normal business hours of the RECEIVING DISTRICT.
- 9. The Students shall receive like and equal instruction to that imparted the children of like ages, grades and departments of the RECEIVING DISTRICT.

D. REPRESENTATIONS:

- 1. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. Upon the execution of this Agreement, and if requested by the SENDING DISTRICT, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement.
- 2. In the event that the required license/certification of any agent or employee of the RECEIVING DISTRICT providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, the RECEIVING DISTRICT shall immediately notify the SENDING DISTRICT in accordance with the requirements for all notices pursuant to this Agreement set forth below.

E. COMPENSATION:

- 1. The RECEIVING DISTRICT shall be entitled to tuition from the SENDING DISTRICT for the special education services provided to the Student for during the ten-month 2024-25 school year at a total sum of \$129,191.51, which reflects the actual cost of providing services to the Student during the entire the 2024-25 school year, provided, however, that such total sum shall be prorated based upon the start and end dates of the Student's enrollment in the RECEIVING DISTRICT. The aforementioned sum has been determined based upon the formula attached hereto as Appendix "B," which shall be subject to revision upon agreement of the parties should the Student's services as set forth on the Student's Individualized Education Plan change during the term of this Agreement. Payments shall be made in monthly installments as more fully set forth herein.
- 2. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed monthly written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown of the total amount due for the period specified. A copy of the tuition worksheet shall accompany each invoice.
- 3. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

F. INSURANCE:

1. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain the following policies of insurance:

a. Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for sexual misconduct. Sub-limits below the policy limits for sexual misconduct are acceptable solely at the discretion of the SENDING 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 retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two 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 over the required General Liability and Professional Liability coverage.

- 2. The insurance is to be underwritten by either the New York State Insurance Reciprocal (NYSIR) or a licensed and/or admitted New York State Insurer with a minimum Best's rating of A-minus.
- 3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within ten (10) days of such cancellation or non-renewal.
- 4. Upon the execution of this Agreement, the RECEIVING DISTRICT will supply the SENDING DISTRICT with a Certificate of Insurance including the SENDING DISTRICT, Board of Education, Employees and Volunteers as Additional Insured, a copy of the Declaration pages of the policies, and a copy of the additional insured endorsement.

G. TERMINATION:

- 1. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party which violated the Agreement.
- 2. In the event either party terminates this Agreement in accordance with Paragraph 1 of this section, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

H. MISCELLANEOUS

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

To Sending District:

Carolyn J. Probst, Ed.D.

Westhampton Beach UFSD 340

Mill Road

Westhampton Beach, NY 11978

To Receiving District:

Jeffrey Ryvicker Quogue UFSD 10 Edgewood Road Quogue, NY 11959

- 2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
- 3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
- 4. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such 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.
- 5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

- 6. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
- 7. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
- 8. It is mutually agreed that this contract shall not become valid and binding upon either party hereto until the same shall be approved by each Superintendent of Schools.
- 9. The parties to this Agreement understand and agree this Agreement shall only be applicable to the 2024-25 school year.

Quogue Union Free School District		Westhampton Beach Union Free School District
BY: Steven Failla President, Board of Education	BY:	Elizabeth T. Lanni-Hewitt President, Board of Education
Date: 1/4/25	Date:	
BY: Jeffrey & Lywelw Jeffrey Ryvicker Superintendent	BY:	Carolyn J. Probst, Ed.D. Superintendent
Date: 1/29/25	Date:	·

APPENDIX "A"

APPENDIX "B"

2024/2024	Total Salary & Benefits	176,305.72	29,550.02	132,722.38
	EEHP 80%	535,462.40	\$0.00	\$15,571.20
ţ	- RS	12,091.76	0	10,057.73
400	TICA INIEU	1,734.23	398.03	1,442.50
	7.415.33			
Total Entitlement	119 602 00	27 450 00	60.064,72	99,483.00
Total FTF	119,602.00 119,607.00	27.450.09	00.004.00	99,483.00
Total Salary	119.602.00	27.450.09	00 403 00	99,463.00
Employee Group		TA	Toachore	
Name Position	Special Edcuation Teacher	Teacher Assistant	School Psychologist	

		Salany	Salary & Benefit	Benefil
Per Period	69	99,483.00	\$ 132	132,722.38
Dailly Rate(200 Days)	69	497.42	69	663.61
Hourly Rate (7.5 hrs)	69	66.32	€9	88.48
Per Period (9 neriode)	6	20 22	4	100

	.29	.00	88.48	960.38	900,000	
1onthly	8,815.29	2,955.00	88	290	200	
Σ	**	69	₩	↔	69	
	88,152.86	29,550.02	884.81	5,603.82	5,000.00	
Annually	↔		₩	€9	49	
+	Spec. Ed. Teacher (50%)	reaching Assistant (100%)	Psychologist (1nt/month parent training)	Psychologist (2x/wk counseling/38 wks)	Administrator	

129,191.51 \$ 12,919.15

Bulletin No. 24/25 - 45

SPRING 2024/25 VACANCIES Middle School Girls Lacrosse Coach Varsity Girls Spring Track Assistant Coach

Valid NYS Coaching certification is required as well as First Aid, CPR and Concussion Management certification. Knowledge of the sport is essential.

Please apply immediately to:

Jason Cohen
Director of Health, Physical Education & Athletics
Westhampton Beach School District
631-288-3800

January 23, 2025

Bulletin No. 24/25 - 46

FALL 2025/26 VACANCIES

Varsity Boys Soccer Head Coach
Varsity Boys Soccer Assistant Coach
Varsity Girls Soccer Assistant Coach
Junior Varsity Girls Volleyball Coach

Valid NYS Coaching certification is required as well as First Aid, CPR and Concussion Management certification. Knowledge of the sport is essential.

Please apply by February 7, 2025 to:

Jason Cohen
Director of Health, Physical Education & Athletics
Westhampton Beach School District
631-288-3800

January 23, 2025

Bulletin No. 24/25-47

VACANCY

Before-School Instructional Support Grades 2-5

(Content Area: Math and ELA)

7:30 - 8:15 AM / 45 minutes per day
Compensation at the hourly professional rate of pay (\$51.22/hour)
February 3, 2025 through May 30, 2025

Please immediately to:

Jeremy Garritano
Elementary School Principal
Westhampton Beach School District
631-288-3800

January 27, 2025

Bulletin No. 24/25 - 48

2024/25 VACANCY

Elementary School Permanent Substitute Special Education experience preferred

Please respond immediately to:

Dr. Jeremy Garritano
Elementary School Principal
Westhampton Beach School District
631-288-3800

January 28, 2025

Bulletin No. 24/25 - 49

2024/25 VACANCY

Special Education Teacher

In-home instruction 3 hours weekly for a medically fragile elementary age child with severe disabilities. Must have NYS Special Education Certification.

Immediate - June 27, 2025

Please apply immediately to:

Dr. MaryAnn Ambrosini Director of Pupil Personnel Services Westhampton Beach School District 631-288-3800

January 28, 2025

Westhampton Beach School District

Tax Cap 2025-2026



Budget 101



- The budget is a spending plan for the school district voted on by the community
- The district must present a balanced budget Revenues (income) = Budget (expenses)
- The revenues fund the spending plan

How is the budget, or spending plan, funded?



- Property Taxes
 - Taxes levied by a governing authority of the jurisdiction in which the property is located.
- State Aid
 - Funds provided to districts based upon various formulas, enrollment and areas of prior year district spending.
- PILOTS
 - Payments in Lieu of Taxes designed to compensate a local government for some or all of tax revenue lost due to tax exempt ownership or use of a particular piece of real property
- Other Revenue
 - Revenue sources that are locally specific such as interest, tuition from other districts, student fees & building usage etc.
- Reserves
 - Funds that are saved for a specific purpose (similar to a savings account)
- Fund Balance
 - Funds remaining from budget savings

Property Tax Cap



- Although the law is often referred to as a "2 percent tax cap", it does not in fact restrict any proposed tax levy to 2 percent.
- The 2 percent we hear about is just one part of a complex 8 step formula
- School districts must use the formula to calculate two of their tax levy numbers, the tax levy limit and the maximum allowable tax levy.

Property Tax Cap (estimate as of 2/3/2025)



2024-2025 Tax Levy	\$34,580,877
X	X
Tax Base Growth Factor	1.0147
+	+
2024-2025 PILOTS	\$256,954
-	-
Tax Levy to Pay for Capital & Debt Service	\$4,887,297
X	X
Allowable Levy Growth Factor	2%
-	-
2025-2026 PILOTS (estimated)	\$275,811
=	=
Tax Levy Limit Before Added Exclusions	\$30,792,239
+	+
Tax Levy to Pay for Capital & Debt Service	\$4,887,297
=	=
Allowable Tax Levy for 2025-2026	\$35,669,876

PROPOSED BUDGET 2025-2026

Fiscal Year: 2026

Fund: A GENERAL FUND

		2025-2026 Proposed	2024-2025 Adopted	2023-2024 Actual	Percent	Dollar	
Budget Account	Description	Budget	Budget	Expenditure	Change	Change	
2020-200-00-02	Equipment	15,137			****.**%	15,137	
2020-406-00-02	Travel & Membersips- MS	1,700	1,700	285	0.00%		
2020-500-00-02	MS Principal's Supplies	7,334	6,875	5,201	6.68%	459	
2070-400-00-02	Contractual and Other	2,000	2,000		0.00%		
2070-490-00-02	BOCES In-Service - MS			155	0.00%		
2110-200-00-02	Classroom Furniture - MS	13,302	13,500	13,457	-1.47%	-198	
2110-200-91-02	Equipment-Music MS		2,000	2,000	-100.00%	-2,000	
2110-400-20-02	Speakers & Assemblies	3,250	3,250	864	0.00%		
2110-400-91-02	Music Contractual- MS	5,865	5,750	3,540	2.00%	115	
2110-401-00-02	Conference & Travel - MS	800	1,800	280	-55.56%	-1,000	
2110-403-00-02	Machine Repairs - MS	10,140	11,840	6,339	-14.36%	-1,700	
2110-410-00-02	Copier Leases- Middle Sch	8,250	8,250	6,446	0.00%	,	
2110-420-00-02	Field Trip Admissions - M	6,275	1,875	2,275	234.67%	4,400	
2110-480-01-02	Textbooks- Reading- MS	552	385	,	43.38%	167	
2110-480-06-02	Textbooks- Grade 6- MS	4,030	690		484.06%	3,340	
2110-480-11-02	Textbooks- English- MS	.,	535	1,119	-100.00%	-535	
2110-480-21-02	Textbooks Social St - MS			3,220	0.00%		
2110-480-41-02	Textbooks- Science- MS	13,468		1,080	***.**%	13,468	
2110-480-52-02	Textbooks- ESL- MS	,	375	1,000	-100.00%	-375	
2110-490-00-02	BOCES Services - MS	5,000	4,000	4,675	25.00%	1,000	
2110-500-00-02	Supplies- Middle School	7,950	8,400	13,183	-5.36%	-450	
2110-500-01-02	Supplies - Reading - MS	195	308	10,100	-36.69%	-113	
2110-500-06-02	Supplies- Grade 6- MS	5,927	824	528	619.30%	5,103	
2110-500-11-02	Supplies- English- MS	0,027	353	457	-100.00%	-353	
2110-500-12-02	Supplies- Social Studies-	560	560	560	0.00%	000	
2110-500-21-02	Supplies- Home & Career-	9,800	7,980	7,467	22.81%	1,820	
2110-500-31-02	Supplies- Math- MS	2,450	1,100	519	122.73%	1,350	
2110-500-41-02	Supplies- Science- MS	15,897	5,136	3,109	209.52%	10,761	
2110-500-51-02	Supplies- Foreign Languag	90	90	325	0.00%	10,701	
2110-500-52-02	Supplies- ESL - MS	101	385	484	-73.77%	-284	
2110-500-71-02	Supplies- Technology- MS	5,697	5,087	5,005	11.99%	610	
2110-500-71-02	Supplies- Health & PE- MS	2,328	2,928	3,948	-20.49%	-600	
2110-500-91-02	Supplies- Music- MS	12,240	10,000	7,837	22.40%	2,240	
2110-500-92-02	Supplies- Art- MS	7,317	7,317	6,409	0.00%	2,240	
2110-502-00-02	Copier Supplies - MS	9,176	9,176	3,188	0.00%		
2610-466-00-02	Library Books- Middle Sch	6,000	6,000	5,709	0.00%		
2610-469-00-02	Periodicals & Subscriptio	1,400	1,400	1,399	0.00%		
2610-500-00-02	Library Supplies- Middle	1,250	1,250	1,240	0.00%		
2620-200-00-02	Equipment- Middle School	1,000	1,000	1,240	0.00%		
2620-403-00-02	Equipment Repair- Middle	1,250	2,000		-37.50%	-750	
2620-500-00-02	Supplies- Middle School	3,375	3,375		0.00%	700	
2630-220-00-02	Hardware- Middle School	19,900	19,900	20,549	0.00%		
2630-403-00-02	Repairs & Service Contrac	22,647	22,647	42,635	0.00%		
2630-460-00-02	Software- Middle School	28,545	33,070	14,830	-13.68%	-4,525	
2630-500-00-02	Supplies- Middle School	35,795	35,795	38,501	0.00%	7,020	
2815-500-00-02	Supplies- Murse Office MS	1,275	1,350	790	-5.56%	-75	
2850-428-00-02	Middle School Musical	3,000	3,000	1,108	0.00%	-13	
2850-500-00-02	Supplies- Middle School	1,325	1,325	1,313	0.00%		
2000 000-00-02	Supplies- Middle School	1,323	1,323	1,515	0.0070		
Total GENERAL FUND		303,593	256,581	232,029	18.32%	47,012	

PROPOSED BUDGET 2025-2026

Fiscal Year: 2026

Fund: A GENERAL FUND

		2025-2026	2024-2025	2023-2024		
		Proposed	Adopted	Actual	Percent	Dollar
Budget Account	Description	Budget	Budget	Expenditure	Change	Change
5540-445-00-02	Field Trips- Middle Schoo			35	0.00%	
5540-490-00-02	BOCES-Field Trips MS	38,000	34,500	32,504	10.14%	3,500
Total GENERAL FUND		38,000	34,500	32,539	10.14%	3,500

PROPOSED BUDGET 2025-2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	2025-2026 Proposed Budget	2024-2025 Adopted Budget	2023-2024 Actual Expenditure	Percent Change	Dollar Change	
2250-200-00-05	Equipment	3,000	3,000		0.00%		
2250-400-00-05	Contractual Services	359,130	350,130	279,093	2.57%	9,000	
2250-401-00-05	Conference & Travel	2,500	2,500	200	0.00%		
2250-403-00-05	Equipment Repair	3,600	4,850	1,761	-25.77%	-1,250	
2250-406-00-05	Travel & Memberships- Dir	2,870	2,870	590	0.00%		
2250-470-00-05	Out of District Tuition	300,000	300,000	183,275	0.00%		
2250-471-00-05	Foster Care Tuition	25,000	25,000		0.00%		
2250-480-00-05	Textbooks	2,425	2,500	56	-3.00%	-75	
2250-490-00-08	BOCES Services - PPS	754,201	776,401	528,070	-2.86%	-22,200	
2250-500-00-05	Supplies	7,675	7,675	12,725	0.00%		
2250-501-00-05	Testing Supplies	3,000	3,250	1,336	-7.69%	-250	
Total GENERAL FUND		1,463,401	1,478,176	1,007,106	-1.00%	-14,775	

PROPOSED BUDGET 2025-2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	2025-2026 Proposed Budget	2024-2025 Adopted Budget	2023-2024 Actual Expenditure	Percent Change	Dollar Change	
2815-400-00-05	Health Contracts	20,500	21,000	6,940	-2.38%	-500	
2815-434-00-05	Medical Exams	4,250	4,500		-5.56%	-250	
2815-500-00-01	Supplies- Nurse Office HS	1,400	1,520	827	-7.89%	-120	
2815-500-00-02	Supplies- Nurse Office MS	1,275	1,350	790	-5.56%	-75	
2815-500-00-03	Supplies- Nurse Office ES	1,500	1,550	1,092	-3.23%	-50	
Total GENERAL FUND		28,925	29,920	9,649	-3.33%	-995	

PROPOSED BUDGET 2025-2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	2025-2026 Proposed Budget	2024-2025 Adopted Budget	2023-2024 Actual Expenditure	Percent Change	Dollar Change	
2855-200-00-05	Equipment	102,357	84,820	24,768	20.68%	17,537	
2855-400-00-05	Contractual and Other	5,500	23,900	3,602	-76.99%	-18,400	
2855-401-00-05	Conference & Travel	7,000	6,000	5,533	16.67%	1,000	
2855-403-00-05	Reconditioning Equipment	18,000	18,000	15,174	0.00%		
2855-406-00-05	Dues & Assessments	25,000	23,176	21,416	7.87%	1,824	
2855-430-00-05	Awards	12,000	7,500	9,777	60.00%	4,500	
2855-431-00-05	Tournament Expenses	13,000	13,000	11,355	0.00%		
2855-432-00-05	Officials Fees- Sect XI	100,495	94,806	86,528	6.00%	5,689	
2855-434-00-05	Sports Physicals	5,500	7,000	846	-21.43%	-1,500	
2855-452-00-05	Athletics Contest- Police	7,000	7,000	2,996	0.00%		
2855-490-00-05	BOCES Services-Athletics	14,900		2,820	****.**%	14,900	
2855-500-00-05	Supplies	96,000	93,000	97,143	3.23%	3,000	
Total GENERAL FUND		406.752	378.202	281.958	7.55%	28.550	