



## AGENDA

**TYPE:** Board Meeting

**DATE:** 4/28/2025      **TIME:** 6:00 PM

**LOCATION:** High School Library

**DETAILS:**

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

- |    |                      |      |
|----|----------------------|------|
| 1. | Pledge of Allegiance | Info |
|----|----------------------|------|

### 3. EDUCATIONAL PRESENTATIONS AND UPDATES

- |    |                               |      |
|----|-------------------------------|------|
| 1. | 2025-2026 Budget Presentation | Info |
|----|-------------------------------|------|

### 4. MINUTES

- |    |  |        |
|----|--|--------|
| 1. | Approval of April 7, 2025 Meeting Minutes          | Action |
| 2. | Approval of April 23, 2025 Special Meeting Minutes | Action |

### 5. SPECIAL EDUCATION

### 6. FINANCIALS

- |    |  |        |
|----|--|--------|
| 1. | Audited and Paid Claims 0123-0130          | Action |
| 2. | Budget Status Report as of March 31, 2025  | Action |
| 3. | Revenue Status Report as of March 31, 2025 | Action |
| 4. | Trial Balances as of March 31, 2025        | Action |
| 5. | Budget Transfers March 2025                | Action |
| 6. | Monthly Treasurers Reports March 2025      | Action |
| 7. | Extraclass Activities February 2025        | Action |
| 8. | Fund Balance as of March 31, 2025          | Action |

### 7. SUPERINTENDENT'S REPORT

- |    |   |        |
|----|---|--------|
| 1. | Approval of Memorandum of Understanding with the Teacher's Association              | Action |
| 2. | Authorization of Litigation with Westhampton Beach UFSD and the Town of Southampton | Action |
| 3. | 2025-2026 Property Tax Report Card  | Action |
| 4. | Approval of Home Tutoring Agencies for 2025-2026                                    | Action |
| 5. | Approval of Home Tutors for 2025-2026   | Action |
| 6. | Approval of Swordfish Club Contract   | Action |
| 7. | Approval of Budget Transfer   | Action |
| 8. | Scholarship Awards for 2024-2025 School Year  | Action |
| 9. | Approval of Special Education Services Agreement with East Quogue UFSD              | Action |

### 8. PERSONNEL

- |    |   |        |
|----|---|--------|
| 1. | Appointment/HS June Regents Prep Staff            | Action |
| 2. | Appointment/MS Monitor                            | Action |
| 3. | Appointment/Special Education Student Supervision | Action |

## **9. PUBLIC PARTICIPATION**

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

## **10. REPORTS**

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

## **11. OLD BUSINESS**

## **12. NEW BUSINESS**

## **13. EXECUTIVE SESSION**

- |    |   |        |
|----|---|--------|
| 1. | The Board of Education may recess into Executive Session to discuss topics in accordance with Open Meetings Law §105 (f). | Action |
|----|---|--------|

## **14. ADJOURNMENT**

- |    |                     |        |
|----|---------------------|--------|
| 1. | Adjourn the Meeting | Action |
|----|---------------------|--------|

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



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

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

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; William Fisher, Assistant Superintendent for Personnel & Instruction, Jacqueline I. Pirro, Assistant Superintendent for Business; and approximately 8 attendees.

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

The pledge was conducted.

**EDUCATIONAL PRESENTATIONS AND UPDATES**  
**WESTHAMPTON BEACH JUNIOR AMBULANCE**

James Monserrate, a senior at Westhampton Beach High School, requested that the board allow funds that he raised, be used to purchase two or three Automated External Defibrillators (AED's) for the district's sports programs. James raised approximately \$3,300 and asked that AED's be purchased as soon as possible so that they will be on the sidelines of all sporting events in case of a cardiac emergency, whether it be a student, coach, parent or anyone else in need. AED's are crucial tools as they provide a life-saving measure for individuals experiencing sudden cardiac arrest.

**2025-2026 BUDGET PRESENTATION**

Dr. Probst gave a presentation on the 2025-2026 proposed budget. The presentation can be viewed [here](#).

**APPROVAL OF MINUTES**

On motion of Ms. Arrasate, second by Mr. Stevens, the minutes of the March 24, 2025 regular board meeting, to be and are hereby approved.

Vote: Yes 7 No 0

**SPECIAL EDUCATION**

On motion of Ms. Arrasate, second by Ms. Wright, 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 1/15, 12/16, 1/27, 1/28, 1/30, 1/31, 2/4, 2/5, 2/6, 2/11, 2/12, 2/26, 2/27, 3/7, 3/11, 3/13, 3/14, 3/19, 3/20, 3/21, 3/24, 3/25, 3/26, 3/27 and CPSE 3/6, 3/10, 3/24 & 3/27, to be and hereby are approved.

Vote: Yes 7 No 0

## FINANCIAL

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to approve the fund balance as of March 31, 2025, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve the claims audit reports for July 1, 2024 - December 31, 2024, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

## ADOPTION OF PROPOSED 2025/2026 BUDGET

On motion of Mr. Stevens, second by Ms. Wright, the proposed budget for the Westhampton Beach Union Free School District for the 2025/26 school year in the amount of \$66,756,249 to be and is hereby approved.

Vote: Yes 7 No 0

## 2022 BOND PHASE 3 BID AWARDS

On motion of Mr. Stevens, second by Ms. Arrasate, bid recommendations for the following 2022 Bond Phase 3 projects listed below, to be and are hereby approved.

Contract No. 2 - Masonry Reconstruction	Chase Building Renovations, Inc. 2079 Wantagh Avenue, Suite 4 Wantagh, NY 11793	\$287,000
Contract No. 3A - General Construction	Capitol Renovation Corp. 1596 Vestry Road Wantagh, NY 11793	\$678,600
Contract No. 3B - General Construction	Irwin Contracting, Inc. 671 Old Willets Path Hauppauge, NY 11788	\$1,142,000
Contract No. 4 - Plumbing Reconstruction	Seaford Avenue Corp. 25 Brooklyn Avenue Massapequa, NY 11758	\$242,200
Contract No. 5A - HVAC Reconstruction	Inshallah Mechanical Corp. 193 West Hills Road Huntington Station, NY 11746	\$575,000
Contract No. 5B - HVAC Reconstruction	Central Aid Corporation PO Box 1334 Roslyn Heights, NY 11577	\$294,000
Contract No. 6A - Electrical Reconstruction	Eldor Contracting Corp. 30 Corporate Drive Holtsville, NY 11742	\$953,000
Contract No. 6B - Electrical Reconstruction	VSC Electric, Inc. 322 Third Avenue Bayport, NY 11705	\$45,500

Vote: Yes 7 No 0



## MEMORANDUM OF UNDERSTANDING

On motion of Mr. Stevens, second by Ms. Neumaier, the memorandum of understanding with the clerical unit, as submitted, to be and hereby is approved:

Vote: Yes 7 No 0

## INDIVIDUAL STUDENT TUITION CONTRACT

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to approve an individual student tuition contract for the 24-25 school year, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

## HEMPSTEAD SCHOOL DISTRICT

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve a health and service agreement with the Hempstead School District, as submitted, to be and are hereby approved.

Vote: Yes 7 No 0

## AMENDMENT TO SCHOOL CALENDAR

On motion of Ms. Wright, second by Mr. Fay, the resolution to approve the closing of school on Friday, May 23, 2025, in the event that no further emergency closing days are needed prior to those dates, to be and is hereby adopted.

Vote: Yes 7 No 0

## FIELD TRIP

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve the field trip for the fifth grade to Boston, MA, June 5-6, 2025, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

## SCIENCE LAB SUPPORT

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve the following teachers for Science Lab Support for the 2024-2025 school year at an hourly rate of \$51.22 per hour, as submitted, to be and is hereby approved.

Lisa Menegio  
Rebecca Sullivan

Vote: Yes 7 No 0

## ELIZABETH HOWSON

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to terminate Elizabeth Howson from her Food Service Worker position, as submitted, to be and is hereby approved.

Vote: Yes 7 No 0

## ES SUMMER RECREATION ACADEMY

On motion of Ms. Neumaier, second by Mr. Fay, the recommendation to approve the following teachers for Director/Assistant Director for the ES Summer Recreation Academy for the 2024-2025 school year, as submitted to be and is hereby approved.

ES Summer Academy Director	\$6,180	Anthony Cappiello
ES Summer Academy Assistant Director	\$3,315	Kimberly Higgins (Mercready)

Vote: Yes 7 No 0

## COACHING

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to approve the following coach for the 2025-2026 fall sport season, as submitted, to be and is hereby approved.

Varsity Boys Soccer	John Paga	1	\$7,508
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Vote: Yes 7 No 0

## PUBLIC PARTICIPATION

A community member asked about the status of the baseball field at the middle school and if it was a possibility for the baseball team to practice in the Elementary School.

## REPORTS

Personnel postings were noted.

## OLD BUSINESS

There was no Old Business on the Agenda.

## NEW BUSINESS

There was no New Business on the Agenda.

## EXECUTIVE SESSION

On motion of Mr. Stevens, second by Ms. Arrasate, the Board of Education convened into Executive Session at 7:28 p.m. to discuss negotiations.

Vote: Yes 7 No 0

On motion of Ms. Neumaier, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 9:00 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

## ADJOURNMENT

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

Vote: Yes 7 No 0

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Lisa Rheaume, District Clerk

April 7, 2025

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



**Minutes of Special Board of Education Meeting held in the District Office**  
**Monday, April 23, 2025**

Board of Education members present: Ms. Dawn Arrasate, Mr. Daniel A. Bennett, Mr. Ryan M. Fay, Ms. Jennifer Neumaier and Mr. Halsey C. Stevens.

*Absent: Ms. Elizabeth T. Lanni-Hewitt, Ms. Heather A. Wright*

Also Present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheame, District Clerk; and William A. Fisher, Assistant Superintendent for Personnel & Instruction.

The meeting was called to order by Dr. Probst, Superintendent, at 8:30 a.m.

The pledge was dispensed with.

**EASTERN SUFFOLK BOCES ADMINISTRATIVE BUDGET**

On motion of Mr. Stevens, second by Ms. Neumaier, the resolution to cast a yes vote for approval of the Eastern Suffolk BOCES Administrative Budget for 2025/26 school year, to be and hereby is approved.

Vote: Yes 5 No 0

**CANDIDATES FOR THE EASTERN SUFFOLK BOCES BOARD**

On motion of Mr. Stevens, second by Ms. Neumaier, the resolution to cast one vote for each of the following candidates for membership on the Eastern Suffolk BOCES Board, to be and hereby is approved:

Linda Goldsmith (Oysterponds UFSD)  
William Hsiang (Riverhead CSD)  
Lisa Israel (Greenport UFSD)  
Kelli Anne Jennings (Patchogue-Medford UFSD)  
John Wyche (Bridgehampton UFSD)

Vote: Yes 5 No 0

**ADJOURNMENT**

On motion of Mr. Stevens, second by Ms. Neumaier, all business being completed, Dr. Probst declared the meeting adjourned at 8:31 a.m.

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Lisa Rheame, District Clerk

## **MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Westhampton Beach Union Free School District (“District”) and the Westhampton Beach Teachers’ Association (“WHBTA”) have agreed to withdraw from the East End Health Plan (“the EEHP”) effective December 31, 2025; and

WHEREAS, the Integrated Trust Agreement with the EEHP, as amended, requires the District and the affected bargaining unit which is currently receiving health insurance under the EEHP to provide the EEHP with written statements signed by authorized representatives of the District and the bargaining unit that is currently receiving health insurance under the EEHP specifying that each party consents to withdraw from the EEHP; and

WHEREAS, The District and the WHBTA wish to memorialize their consent to withdraw from the EEHP effective December 31, 2025.

NOW, THEREFORE, it is hereby agreed as follows:

1. The District and the WHBTA hereby affirm that each has come to a consensus to withdraw from the EEHP effective December 31, 2025 as reflected in a Memorandum of Agreement between the District and WHBTA dated December 12, 2024.
2. WHBTA executes this memorandum of understanding with the expectation and understanding that the District shall provide a copy of the same to the EEHP for purposes of compliance with Article XI, Section B of the First Amendment to the Integrated East End Health Plan Trust Agreement Dated January 11, 2016, as revised in August 2012.

WHEREAS, each of the parties hereto have set their hands and seals as of the dates set forth below.

04/02/25

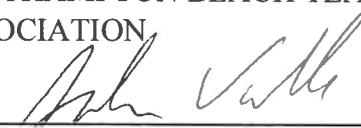
WESTHAMPTON BEACH UNION FREE  
SCHOOL DISTRICT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth T. Lanni-Hewitt  
President, Board of Education

WESTHAMPTON BEACH TEACHERS'  
ASSOCIATION

Dated: 4-10-25

  
\_\_\_\_\_  
John Vahle  
President

\*\*\*\*Please use Chrome or Firefox browsers when entering the Business Portal to complete the PTRC. Internet Explorer is NOT recommended.\*\*\*\*

Note: Some data elements of the Property Tax Report Card have been revised or renamed to more closely follow the Property Tax Cap calculations districts complete on the Office of the State Comptroller website. Please see the Help text above for definitions. Additional guidance on the Property Tax Levy Limit is available on the Office of Educational Management Services website:  
<http://www.p12.nysed.gov/mgtserv/propertytax/taxcap/>.

Please also submit an electronic version (PDF or Word) of your school district's 2025-26 Budget Notice to: [emscmgts@nysed.gov](mailto:emscmgts@nysed.gov). This will enable us to help correct any formula or data entry discrepancy quickly.

Notice: The Enacted Budget allows school districts to establish a reserve fund for NYS Teachers' Retirement System Contributions, effective immediately. This reserve, if applicable, should be reported in the Schedule of Reserves under 'Other Reserve' and with a description that says: "To fund employer retirement contributions to the New York State Teachers' Retirement System (TRS.)"

Form Due - April 28, 2025

Form Preparer Name:

JACQUELINE PIRRO

Preparer's Telephone Number:

(631) 288-3800

Shaded Fields Will Calculate	Budgeted 2024-25 (A)	Proposed Budget 2025-26 (B)	Percent Change (C)
Total Budgeted Amount, not including Separate Propositions	64,879,213	66,756,249	2.89 %
A. Proposed Tax Levy to Support the Total Budgeted Amount <sup>1</sup>	34,580,877	35,679,656	
B. Tax Levy to Support Library Debt, if Applicable			
C. Tax Levy for Non-Excludable Propositions, if Applicable <sup>2</sup>			
D. Total Tax Cap Reserve Amount Used to Reduce Current Year Levy, if Applicable			
E. Total Proposed School Year Tax Levy (A+B+C-D)	34,580,877	35,679,656	3.18 %
F. Permissible Exclusions to the School Tax Levy Limit	4,887,297	4,881,307	
G. School Tax Levy Limit, <u>Excluding</u> Levy for Permissible Exclusions <sup>3</sup>	29,693,580	30,798,349	
H. Total Proposed Tax Levy for School Purposes, <u>Excluding</u> Permissible Exclusions and Levy for Library Debt, Plus Prior Year Tax Cap Reserve (E-B-F+D)	29,693,580	30,798,349	
I. Difference: (G-H);(negative value requires 60.0% voter approval) <sup>2</sup>	0	0	
Public School Enrollment	1,612	1,568	-2.73 %
Consumer Price Index			2.95 %

<sup>1</sup> Include any prior year reserve for excess tax levy, including interest.

<sup>2</sup> Tax levy associated with educational or transportation services propositions are not eligible for exclusion under the School Tax Levy Limit and may affect voter approval requirements.

<sup>3</sup> For 2025-26, includes any carryover from 2024-25 and excludes any tax levy for library debt or prior year reserve for excess tax levy, including interest.

	Actual 2024-25 (D)	Estimated 2025-26 (E)
Adjusted Restricted Fund Balance	9,054,756	10,141,327
Assigned Appropriated Fund Balance	925,000	900,000
Adjusted Unrestricted Fund Balance	2,595,168	2,670,250

## Schedule of Reserve Funds

Reserve Type	Reserve Name	Reserve Description *	3/31/25 Actual Balance	6/30/25 Estimated Ending Balance	Intended Use of the Reserve in the 2025-26 School Year (Limit 200 Characters)**
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**Note: Be sure to click on the Save button at the bottom after each additional Reserve you add under Capital, Property Loss, Liability, or Other Reserve.**

Capital		For the cost of any object or purpose for which bonds may be issued.	<input type="text"/>	<input type="text"/>	
Repair		For the cost of repairs to capital improvements or equipment.	<input type="text"/>	<input type="text"/>	
Workers Compensation	WORKERS COMPENSATION RESERVE	For self-insured Workers Compensation and benefits.	1,105,629	985,627	To fund \$165,000 in anticipated workers compensation expenses.
Unemployment Insurance	UNEMPLOYMENT RESERVE	For reimbursement to the State Unemployment Insurance Fund.	440,643	472,362	No intended use.
Reserve for Tax Reduction		For the gradual use of the proceeds of the sale of school district real property.	<input type="text"/>	<input type="text"/>	
Mandatory Reserve for Debt Service		For proceeds from the sale of district capital assets or improvement, restricted to debt service.	<input type="text"/>	<input type="text"/>	
Insurance		For liability, casualty, and other types of uninsured losses.	<input type="text"/>	<input type="text"/>	
Property Loss + (add)		To cover property loss.	<input type="text"/>	<input type="text"/>	
Liability		To cover incurred liability claims.	<input type="text"/>	<input type="text"/>	
Tax Certiorari		For tax certiorari settlements.	<input type="text"/>	<input type="text"/>	
Reserve for Insurance Recoveries		For unexpended proceeds of insurance recoveries at fiscal year end.	<input type="text"/>	<input type="text"/>	
Employee Benefit Accrued Liability	RESERVE FOR EMPLOYEE BENEFITS/ACCRUED LIABILITY	For accrued 'employee benefits' due to employees upon termination of service.	3,959,553	4,514,162	To fund \$300,000 in anticipated employee benefit expenses.
Retirement Contribution	RETIREMENT CONTRIBUTION RESERVE	For employer retirement contributions to the State and Local Employees' Retirement System.	2,407,461	4,115,732	To fund \$450,000 in anticipated pension expenses.

Reserve for Uncollected Taxes		For unpaid taxes due certain city school districts not reimbursed by their city/county until the following fiscal year.			
Single Other Reserve	RETIREMENT CONTRIBUTION RESERVE	To fund employer retirement contributions to the New York State Retirement System	1,141,471	1,221,471	To fund \$340,000 in anticipated pension expenses.

\* **NYSED Reserve Guidance:**  
[http://www.p12.nysed.gov/mgtserv/accounting/docs/reserve\\_funds.pdf](http://www.p12.nysed.gov/mgtserv/accounting/docs/reserve_funds.pdf)

**OSC Reserve Guidance:**  
<http://osc.state.ny.us/localgov/pubs/listacctg.htm#reservefunds>

**\*\*Provide a brief, but specific, statement of the planned use and appropriation for the reserve in SY 2025-26. Mention any capital expenditures that will need to be voted upon in the upcoming Budget Vote.**

Save

Reset

Save & Ready



# Education at Mather

**403 North Country Road**

**St. James, NY 11780**

Tel (631)584-5318

Fax (631)584-5953

April 10, 2025

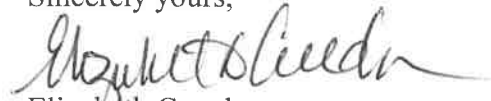
Dr. Robert Finn  
Westhampton Beach High School  
Guidance Office  
49 Lilac Road  
Westhampton Beach, NY 11978

Dear Dr. Finn:

I have enclosed the signed copy of the two contracts for the 2025-2026 with the Westhampton Beach High School.

If you have any questions, please contact my office at 584-5318.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Elizabeth Credon", written in a cursive style.

Elizabeth Credon  
Education at Mather

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and \_\_\_\_\_ Education at Mather (hereinafter the "CONSULTANT"), having a principal mailing address of 403 North Country Road, St. James, NY 11780.

### A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 27, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

- 1) To provide home instruction to students who are out
- 2) To provide of school for an illness, injury or disciplinary reason

Initials SSC

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 59.16 per hour per child.

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 ExpenseCoverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
  - b. Automobile Liability
    - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  - c. 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.

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

**EDUCATION AT MATHER**

**WESTHAMPTON BEACH UFSD**

By: 

By: \_\_\_\_\_

Print Name: Elizabeth Credon

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 4/8/25

Date: \_\_\_\_\_

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD  
and  
Education at Mather**

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

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

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

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

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

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

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

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

d. "Student Data" means Personally Identifiable Information of a "Student."

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

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

#### PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

- a. A student’s personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child’s educational records maintained by the Westhampton Beach School District.



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

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

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

The list may also be obtained by writing to:

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

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

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

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

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

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

c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the

remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

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

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

Consultant: **EDUCATION AT MATHER**

**WESTHAMPTON BEACH UFSD**

By: Elizabeth Cullen

By: \_\_\_\_\_

Print Name: Elizabeth Cullen

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 4/8/25

Date: \_\_\_\_\_



# Westhampton Beach High School

49 Lilac Road

Westhampton Beach, NY 11978

Tel: (631) 288-3800, Fax: (631) 288-4787

[www.whbschools.org](http://www.whbschools.org)

April 7, 2025

Hope for Youth  
201 Dixon Avenue  
Amityville, NY 11701

To Whom it May Concern:

I am writing with the possibility of your business being utilized to meet our student needs between 7/1/25 - 6/27/26. The procedures of our business office require two original contracts to be submitted by your agency. Please submit your own signed contracts or you may utilize the attached standard contract forms. If there are different summer/academic year costs, please be sure to clarify those differences. I would appreciate this information returned to my office by May 1, 2025.

Invoices submitted 30 days beyond service date may risk forfeiture of payment. For the month of June, invoices must be received by our office before July 15<sup>th</sup> or may risk forfeiture of payment.

If you have any contractual questions, please contact Ms. Jacqueline Pirro, in our business office. She can be reached at (631) 288-3800 ext. 204.

Please return the contract to: Dr. Robert Finn  
Westhampton Beach High School  
Guidance Office  
49 Lilac Road  
Westhampton Beach, NY 11978

Thank you for your assistance in this matter. It is our hope that this will smooth the billing and payment processes in the future.

Sincerely,

Robert Finn, Ed.D  
Director of Guidance

Enclosure

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 7<sup>th</sup> day of April 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 Hope For Youth (hereinafter the "CONSULTANT"), having a principal mailing address of 201 Dixon Ave., Amityville, NY 11701.

### A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 27, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

- 1) To provide academic tutoring services
- 2) To provide \_\_\_\_\_

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of \$30/per hour for 3 hours  
per school day

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.

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

**Hope For Youth**

By:   
Print Name: Irma Edington  
Title: Executive Director  
Date: 4/7/25

**WESTHAMPTON BEACH UFSD**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD  
and  
Hope For Youth**

Supplemental Agreement dated this \_\_\_\_ day of \_\_\_\_\_, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Hope For Youth (the "Contractor") located at 201 Dixon Avenue, Amityville, NY 11701.

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

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

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

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

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

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

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

d. "Student Data" means Personally Identifiable Information of a "Student."

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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.

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

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

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

**HOPE FOR YOUTH**

By: Irma Edington

Print Name: Irma Edington

Title: Executive Director

Date: 4/7/25

**WESTHAMPTON BEACH UFSD**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Westhampton Beach High School

49 Lilac Road

Westhampton Beach, NY 11978

Tel: (631) 288-3800, Fax: (631) 288-4787

[www.whbschools.org](http://www.whbschools.org)

April 7, 2025

Imagine Learning LLC  
Corporate Headquarters  
100 S Mill Ave., Suite 1700  
Tempe, AZ 85281

Dear Imagine Learning LLC:

I am writing with the possibility of your business being utilized to meet our student needs between 7/1/25 - 6/27/26. The procedures of our business office require two original contracts to be submitted by your agency. Please submit your own signed contracts or you may utilize the attached standard contract forms. If there are different summer/academic year costs, please be sure to clarify those differences. I would appreciate this information returned to my office by May 1, 2025.

Invoices submitted 30 days beyond service date may risk forfeiture of payment. For the month of June, invoices must be received by our office before July 15<sup>th</sup> or may risk forfeiture of payment.

If you have any contractual questions, please contact Ms. Jacqueline Pirro, in our business office. She can be reached at (631) 288-3800 ext. 204.

Please return the contracts to:

Dr. Robert Finn  
Westhampton Beach High School  
Guidance Office  
49 Lilac Road  
Westhampton Beach, NY 11978

Thank you for your assistance in this matter. It is our hope that this will smooth the billing and payment processes in the future.

Sincerely,

Robert Finn, Ed.D  
Director of Guidance

Enclosure

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this 11th day of April, 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 Imagine Learning LLC (hereinafter the "CONSULTANT"), having a principal mailing address of 100 S Mill Ave., Suite 1700, Tempe, AZ 85281.

### A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 27, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

- 1) To provide See Quotes Q-138290
- 2) To provide See Quote Q-119961

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

**D. COMPENSATION**

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of See Quotes Q-138290 and Q-119961.

**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 prior to the end of the term with or without cause, after providing CONSULTANT thirty (30) days' written notice of such termination and an opportunity to cure.
- 2. The parties agree that CONSULTANT'S failure to comply with any material terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
- 3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

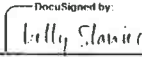
K. ENTIRE AGREEMENT

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

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

**IMAGINE LEARNING LLC**

**WESTHAMPTON BEACH UFSD**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Kelly Staniec

Print Name: \_\_\_\_\_

Title: VP, Corporate Controller

Title: \_\_\_\_\_

Date: April 11, 2025

Date: \_\_\_\_\_



**Supplemental Agreement between the WESTHAMPTON BEACH UFSD  
and  
IMAGINE LEARNING LLC**

Supplemental Agreement dated this 11<sup>th</sup> day of April, 2025 between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Imagine Learning LLC (the "Contractor") located at 100 S. Mill Ave. Suite 1700, Tempe, AZ 85281.

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

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

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

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

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

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

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

d. "Student Data" means Personally Identifiable Information of a "Student."

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

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

#### PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

- a. A student's personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.



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

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

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

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

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

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

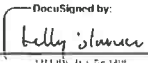
ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is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

- d. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
  - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.
  - b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.
  - c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).
7. Miscellaneous:
  - a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
  - b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
  - c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

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

Consultant: IMAGINE LEARNING LLC

**WESTHAMPTON BEACH UFSD**

By: 

By: \_\_\_\_\_

Print Name: Kelly Staniec

Print Name: \_\_\_\_\_

Title: VP, Corporate Controller

Title: \_\_\_\_\_

Date: April 11, 2025

Date: \_\_\_\_\_



# Price Quote

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

Business Office  
340 Mill Road  
Westhampton Beach NY 11978  
United States

**Date** 4/11/2025  
**Quote No.** Q-119961  
**Acct. No.** 12212758  
**Total** 24,024.00  
**Pricing Expires** 10/01/2025

Payment Term	Contract Start	Contract End
Net 30	9/1/2025	8/30/2026

Site	Description	End Date	Qty	Per Unit	Amount
Westhampton Beach Union Free School District	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Concurrent User	08/30/2026	15	968.00	14,520.00
	IS 6-12 On-Demand Tutoring Concurrent User (Edgenuity)	08/30/2026	1	4,004.00	4,004.00
	Edgenuity 6-8 Comprehensive Concurrent User	08/30/2026	10	550.00	5,500.00

**Subtotal** 24,024.00  
**Tax Total** 0.00  
**Total** 24,024.00

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

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

## Business Office

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

Sean Drake  
Account Executive -  
[sean.drake@imaginelearning.com](mailto:sean.drake@imaginelearning.com)  
[imaginethefutureoflearning.com](http://imaginethefutureoflearning.com)

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



# Price Quote

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

**Date** 4/11/2025  
**Quote No.** Q-138290  
**Acct. No.** 12212758  
**Total** 7,800.00  
**Pricing Expires** 10/08/2025

Westhampton Beach Union Free School District  
340 Mill Road  
Westhampton Beach NY 11978  
United States

Westhampton Beach SD - IS Summer School - 2025

Payment Term	Contract Start	Contract End
Net 30	6/1/2025	8/31/2025

Site	Description	End Date	Qty	Rate	Per Unit
Westhampton Beach Union Free School District	IS Teaching Summer School per Semester Course	08/31/2025	40	195.00	195.00

**Subtotal** 7,800.00  
**Tax Total** 0.00  
**Total** 7,800.00

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

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

**Westhampton Beach Union  
Free School District**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imagine Learning Representative**

Sean Drake  
Account Executive -  
[sean.drake@imaginelearning.com](mailto:sean.drake@imaginelearning.com)  
[imaginethefutureoflearning.com](http://imaginethefutureoflearning.com)

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

# **St. James Tutoring**

**403 North Country Road**

**St. James, NY 11780**

Tel (631)584-5318

Fax (631)584-5953

April 10, 2025

Dr. Robert Finn  
Westhampton Beach High School  
Guidance Office  
49 Lilac Road  
Westhampton Beach, NY 11978

Dear Dr. Finn:

I have enclosed the signed copy of the two contracts for the 2025-2026 with the Westhampton Beach High School.

If you have any questions, please contact my office at 584-5318.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Elizabeth Creedon".

Elizabeth Creedon  
St. James Tutoring

## CONSULTANT SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and St. James Tutoring (hereinafter the "CONSULTANT"), having a principal mailing address of 403 North Country Road, St. James, NY 11780.

### A. TERM

1. The term of this Agreement shall be from July 1, 2025 through June 27, 2026, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS

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

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

### C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:

- 1) To provide to educate students who are out of school for
- 2) To provide an illness, injury or discipline reason



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 59.16 per hour per child.

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.

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

**ST. JAMES TUTORING INC.**

**WESTHAMPTON BEACH UFSD**

By: Elizabeth Criedn

By: \_\_\_\_\_

Print Name: Elizabeth Criedn

Print Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 4/8/25

Date: \_\_\_\_\_

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD  
and  
St. James Tutoring Inc.**

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

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

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

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

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

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

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

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

d. "Student Data" means Personally Identifiable Information of a "Student."

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

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

#### PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

- a. A student’s personally identifiable information cannot be sold or released for any commercial purposes.
- b. Parents have the right to inspect and review the complete contents of their child’s educational records maintained by the Westhampton Beach School District.

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

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

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

The list may also be obtained by writing to:

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

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

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

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

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

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

c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the

remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.

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

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

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

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

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

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

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

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

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



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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

7. Miscellaneous:

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

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

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

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

ST. JAMES TUTORING INC.

WESTHAMPTON BEACH UFSD

By: Elizabeth Corden

By: \_\_\_\_\_

Print Name: Elizabeth Corden

Print Name: \_\_\_\_\_ ) \_\_\_\_\_

Title: Principal

Title: \_\_\_\_\_

Date: 4/8/21

Date: \_\_\_\_\_



Westhampton Beach UFSD  
49 Lilac Road  
Westhampton Beach, NY 11978

June 2025

MEMO

To: Carolyn Probst, Ed. D.  
Superintendent

From: Robert Finn, Ed. D.  
Director of Guidance/Data Mgt.

Re: Home Tutoring- BOE recommendation

The list below reflects the Home Tutors requested for the 2025/2026 school year:

**Home Tutors:**

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

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: April 23, 2025

Re: Use of Space Agreement - Swordfish Summer Rec July 2025

I respectfully request the Board of Education approve the attached use of space license agreement with Swordfish Owners Corp. for summer recreation swimming lessons July 7, 2025 through August 1, 2025.

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

## USE OF SPACE LICENSE AGREEMENT

This Use of Space License Agreement is entered into this 22 day of April, 2025, by and between the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "Licensee"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and Swordfish Owners Corp (hereinafter the "Licensor"), having a principal mailing address of P.O. Box 1726, Westhampton Beach, NY 11978.

1. **Space**. Subject to the terms of this Agreement, the Licensor agrees that Licensee, its employees, contractors, agents, and students (collectively, the "Licensee"), may enter upon use the following space on the Licensor's premises: swimming pool located at 245 Dune Road, Westhampton Beach, NY (collectively, the "Space").
2. **Use**. Licensee may use the Space for, and in connection with, the following, and for no other purpose: a four-week summer recreation program from **July 7, 2025**, through and including **August 1, 2025**. Use of the swimming pool by employees, contractors, agents, and students of the Licensee after the period set forth above will only be permitted if the Licensee first receives express written authorization from the Licensor.
3. **Time(s) of Use**. Licensee may use the Space on the following days and during the following hours: **Monday through Friday from 7:15 am through 9:00 am**.

The Licensor may, within its discretion, allow the Licensee to use the Space at such other times as may be convenient and agreed to by the parties. Licensor may request use of the Space upon reasonable notice to Licensee.

Either party shall have the right to terminate this Agreement for any reason upon no fewer than 30 days prior written notice. Licensor shall have the right to terminate immediately, without notice, for breach by Licensee of any term or condition of this Agreement including, but not limited to, the failure or inability of Licensee to pay monies due under this Agreement.

4. **Conditions of Use**. When using the Space, and in connection with the use of the Space, Licensee agrees
  - a) to comply with all applicable state, federal and local laws and regulations, and with all policies and regulations of the Licensor pertaining to the use and occupancy of the Space;
  - b) to take good care of the Space and, after each use, to return it to the condition it was in prior to each use by the Licensee;
  - c) to be fully responsible for all of Licensee's employees, contractors, agents, and students, and for the overall security of the Licensor's property in connection with Licensee's use; and

- d) to not use or allow the Space to be used for any unlawful purpose, not to commit or allow to be committed any waste or nuisance in or about the Space, and not to subject the Space to any use that would damage the Space or cause an increase in the rates of any insurance coverage maintained by the Licensors.
5. **Compensation.** Licensee agrees to pay the Licensors a use fee of **\$8,500.00** for the period of use of the Space, payable within thirty (30) days of the receipt of a detailed written invoice from Licensors.
6. **Insurance.**
- a) During the term of the Agreement, the Licensee, at its own cost and expense, will provide and keep in force with companies of good standing satisfactory to the Licensors, comprehensive general liability insurance insuring the Licensors against any and all sums which the Licensors shall be legally obligated to pay because of accident or disaster arising from the Licensee's use of the Space and resulting in bodily injury, death or property damage in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the Aggregate. The policy will include an endorsement stating that the Licensors, the Swordfish Owners Corp is an "Additional Insured."
  - b) Licensee will provide Licensors with evidence of all insurance coverage required by this Agreement, including evidence of coverage for any of Licensee's contractors.
7. **Liability and Indemnification.** Licensee agrees to conduct its activities in the Space in a careful and safe manner. As a material part of this Agreement, Licensors shall not be liable for any loss of, or damage or injury to (i) any personal property belonging to the Licensee or brought onto the Space by the Licensee; or (ii) any personal property of the Licensee's employees, contractors, agents, students, visitors, or any other person or persons while on the aforesaid Space or in any way participating in the use of the Space, whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred, except to the extent such loss, damage or injury is caused by or the result of the negligence of the Licensors or any person for whom the Licensors is legally responsible.

Licensee agrees to assume all risk of damage to, and loss or theft of, Licensee's property while at the Licensors; (ii) damage to the Space; and (iii) injury or death to persons related to Licensee's use or occupancy of the Space in, upon, or about the Space from any cause, with the sole exception of the negligence of the Licensors or any person for whom the Licensors is legally responsible.

In addition, Licensee agrees to indemnify and save the Licensors, Swordfish Owners Corp, harmless against and from any and all claims, debts, demands, suits, obligations, expenses, and costs of every kind, character, and description which may be asserted,

claimed, filed or brought against or paid by the Licensor arising out of the use of the Space by the Licensee or by any of its employees, contractors, subcontractors, agents, volunteers, guests, invitees or participants in any of Licensee's activities at the Space, except to the extent such claims, debts, demands, suits, obligations, expenses and costs are caused by the conduct of the Licensor.

Licensor also agrees to indemnify and save the Westhampton Beach Union Free School District and the Board of Education thereof, its agents, contractors, and subcontractors, harmless against and from any and all claims, debts, demands, suits, obligations, expenses, and costs of every kind, character, and description which may be asserted, claimed, filed or brought against or paid by the Licensee arising out of the use of the Space by the Licensor or by any of its employees, contractors, subcontractors, agents, volunteers, guests, or invitees during the period of this Agreement and relating to the use of the Space by the Licensee, except to the extent such claims, debts, demands, suits, obligations, expenses and costs are caused by the conduct of the Licensee.

8. **Assignment and Subletting.** Licensee does not have the right to assign this Agreement or allow any other person or entity not contemplated by this Agreement to use or occupy any of the Space without the prior written consent of the Licensor, which consent may be granted or withheld in the Licensor's sole discretion.
9. **Default.** If Licensee fails to pay any fee required to be paid by Licensee when due, or otherwise fails to comply with or observe any other provision of this Agreement, in addition to any other remedy that may be available to Licensor, whether at law or in equity, the Licensor may immediately terminate this Agreement and all rights of Licensee.
10. **Notice.** Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Licensor: Swordfish Owners Corp., P.O. Box 1726, Westhampton Beach, NY 11978, Attention: Joy DeVries

If to Licensee: Westhampton Beach Union Free School District, 340 Mill Road, Westhampton Beach, NY 11978, Attention: Superintendent of Schools

Both parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

11. **Interpretation.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may not be modified or amended except by written instrument signed by both parties.
12. **Relationship.** Neither Licensee nor any personnel of Licensee will for any purpose be considered employees or agents of the Licensor. Licensee assumes full responsibility for

the actions of Licensee's personnel, and is solely responsible for their supervision, direction and control, and, if applicable, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

13. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.
14. **Authority.** The individual signing below on behalf of each party hereby represents and warrants that he or she is duly authorized to execute this Agreement on behalf of that party and that this Agreement is binding upon them in accordance with its terms.

Swordfish Owners Corp.

Westhampton Beach UFSD

Joy DeVries Heinze  
Signature

\_\_\_\_\_  
Signature

Joy DeVries Heinze  
Name

Elizabeth Lanni-Hewitt  
Name

President, Swordfish Owners Corp.  
Title

President, Board of Education  
Title

April 22, 2025  
Date

\_\_\_\_\_  
Date



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

Requestor: JPIRRO

Date of Request: 4/22/2025

Budget Code to Transfer TO:

Code Number: A1621.403.00.01

Code Title: EQUIPMENT REPAIR - HS

Amount to Transfer: \$ \$13,500.00

Budget Code to Transfer FROM:

Code Number: VARIOUS

Code Title: SUPPLIES & EQUIP. REPAIR

Reason for Transfer:

To fund sound system repairs for athletic complex.

☐ 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.**

Jackie Puro 4/22/2025  
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 \_\_\_\_\_

**BUDGET TRANSFER - BOE 4/28/2025**  
**FOR: Athletic Complex Sound System Repairs**

**FROM**

BUDGET CODE	DESCRIPTION	AMOUNT
A2620.500.00.01	SUPPLIES - HIGH SCHOOL	\$ 3,500
A2620.500.00.02	SUPPLIES - MIDDLE SCHOOL	\$ 3,375
A2620.403.00.03	EQUIP. REPAIR - ES	\$ 1,000
A2620.403.00.01	EQUIP. REPAIR - HS	\$ 1,750
A2620.403.00.02	EQUIP. REPAIR - MS	\$ 2,000
A2620.500.00.03	SUPPLIES - ELEMENTARY SCHOOL	\$ 1,875
		<hr/>
		\$ 13,500

**TO**

BUDGET CODE	DESCRIPTION	AMOUNT
A1621.403.00.01	EQUIP. REPAIR - HS	\$ 13,500

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

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: April 22, 2025

Re: Scholarship Awards for 2024-2025 School Year

The District maintains the following scholarship accounts in a private purpose fund:

- Cory Hubbard Memorial Scholarship
- Reina Nash Foundation Scholarship
- Melissa J. Payne Memorial Award
- Suffolk ASBO Scholarship
- NYS School Facilities Scholarship
- Gordon A. Werner Scholarship
- Jennifer Tufo Feuerman Memorial Scholarship
- Doreen Kandell Memorial Scholarship
- Mees Scholarship

I am requesting the Board of Education authorize the award and disbursement of funds from these accounts as recommended by the committees associated with each scholarship. Once recipients are determined in early June, a memo identifying the students and amounts awarded for each will be provided to the Board of Education.

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

Westhampton Beach Union Free School District  
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: April 22, 2025

Re: Special Education Services Agreement with East Quogue UFSD



I respectfully request the Board of Education approve the attached Special Education Services Agreement between Westhampton Beach UFSD and East Quogue UFSD for a student entering our Elementary School for the remainder of the school year.

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

**SPECIAL EDUCATION SERVICES CONTRACT**  
**Education Law § 4401 (2)(b)**

This Agreement is entered into this 29th day of April, 2025 by and between the Board of Education of the East Quogue Union Free School District (hereinafter the "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 6 Central Avenue, East Quogue, New York 11942, and the Board of Education of the Westhampton Beach Union Free School District (hereinafter the "RECEIVING DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, New York 11978.

**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 with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of such students with disabilities in special classes 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 special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

**A. TERM**

The term of this Agreement shall be from April 29, 2025 through June 27, 2025, inclusive, unless terminated early as provided for in this Agreement. This Agreement may be renewed upon the mutual written agreement of the parties. It is understood that the RECEIVING DISTRICT is under no obligation to renew this Agreement upon its expiration.

**B. SERVICES AND RESPONSIBILITIES:**

1. During the term of this Agreement, the services to be provided by the RECEIVING DISTRICT shall include, but not be limited to the following:
  - Instructional Services
  - Special Education and Related Services as set forth in each student's Individualized Education Plan (IEP).
2. The RECEIVING DISTRICT shall provide the services set forth in this Agreement to those student(s) referred by the SENDING DISTRICT in writing.

3. All services provided by the RECEIVING DISTRICT to students under this Agreement shall be in accordance with each student's IEP, as it may be modified from time to time. Prompt written notice shall be given by the SENDING DISTRICT to the RECEIVING DISTRICT upon any modification of a student's IEP.
4. 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.
5. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
6. The RECEIVING DISTRICT shall comply with all applicable provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. All persons providing services to the SENDING DISTRICT pursuant to this Agreement must receive clearance for employment by the New York State Education Department prior to the provision of such services.
7. The RECEIVING DISTRICT represents that services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. The RECEIVING DISTRICT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
8. Upon the execution of this Agreement, the RECEIVING DISTRICT shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. 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.
9. The RECEIVING DISTRICT shall comply with all applicable policies of the RECEIVING DISTRICT while providing services pursuant to this Agreement.
10. The RECEIVING DISTRICT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
11. The RECEIVING DISTRICT will work cooperatively with the SENDING DISTRICT's Committee on Special Education (CSE) and Committee on Pre-School Special Education (CPSE). The RECEIVING DISTRICT shall make relevant personnel available to participate in meetings of the SENDING DISTRICT's CSE,

where appropriate, upon reasonable prior notice to the RECEIVING DISTRICT of such meetings.

12. The RECEIVING DISTRICT shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department or Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of same.
13. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
14. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
15. 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.
16. 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.
17. 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.
18. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or



administrative complaint or initiates litigation in connection with such services, the RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

#### 19. Insurance

- i. The RECEIVING DISTRICT, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice and other insurance as shall be necessary to insure the RECEIVING DISTRICT and the SENDING DISTRICT, including the Board of Education, employees and volunteers, as additional insured, against any claim for liability, personal injury, or death occasioned directly or indirectly by the RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT's responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
- ii. The insurance is to be underwritten by a licensed and/or admitted New York State Insurer with a minimum Best rating of A-minus.
- iii. 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 thirty (30) days of such cancellation or non-renewal.
- iv. 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.

#### C. COMPENSATION:

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formula set forth in Part 174 of the Regulations of the Commissioner of Education.
2. The tuition rate for the 2024-25 school year is \$74,627.65. This amount will be prorated for the term of this contract to \$14,925.54.
3. The parties understand that this rate is subject to change by the State Education



Department in accordance with Part 174 of the Regulations of the Commissioner of Education. In the event that the tuition rate is changed for the term of this Agreement, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.

4. Requests for payment by the RECEIVING DISTRICT shall be made by submission of a detailed 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.
5. The SENDING DISTRICT shall pay the RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.
6. The SENDING DISTRICT shall give the RECEIVING DISTRICT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

#### D. MISCELLANEOUS

##### 1. Termination

- i. Either the SENDING DISTRICT or the RECEIVING DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
- ii. 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.
- iii. In the event the SENDING DISTRICT or the RECEIVING 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.

##### 2. Independent Contractor:

- iv. RECEIVING DISTRICT 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.
- v. Neither RECEIVING DISTRICT 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.

- vi. SENDING DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

### 3. Defense / Indemnification

- vii. 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.
- viii. 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.

- 4. Notices: 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:

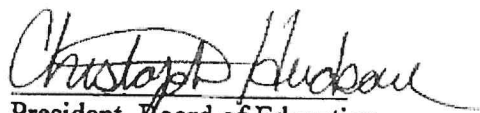
If To Sending District: Mr. Michael Miller, Superintendent  
East Quogue UFSD  
6 Central Avenue  
East Quogue, NY 11942

If To Receiving District: Dr. Carolyn Probst, Superintendent  
Westhampton Beach UFSD  
340 Mill Road  
Westhampton Beach, NY 11978

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

5. No Waiver: 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.
6. 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.
7. Governing Law: 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.
8. Venue: Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
9. Entire Agreement: 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.
10. Amendment: This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
11. Execution: 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.

\_\_\_\_\_  
President, Board of Education  
Westhampton Beach UFSD

  
\_\_\_\_\_  
President, Board of Education  
East Quogue UFSD



# **WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT**

SCHEDULE - A (Civil Service)

SCHEDULE - B (Co-Curricular Appointments)

**April 28, 2025**

**A - CIVIL SERVICE STAFF**

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

1. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATES
Phyllis Scott	MS Monitor	\$16.50/hour	4/29/25 pending receipt of fingerprint clearance

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Date Submitted to the Board of Education:\_\_\_\_\_

**B - CO-CURRICULAR APPOINTMENTS**

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

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NAME	POSITION	RATE OF PAY
Bruce Kern	Special Education Student Supervision Varsity Lacrosse Games	\$51.22/hour
Denise Flynn	Special Education Student Supervision Varsity Lacrosse Practices	\$51.22/hour
Maria Pepey	HS June Regents Prep Sessions	\$51.22/hour
Bernadette Ryan	HS June Regents Prep Sessions	\$51.22/hour
Joseph Bruno	HS June Regents Prep Sessions	\$51.22/hour
Brooke Russell	HS June Regents Prep Sessions	\$51.22/hour
Vanessa Tucker	HS June Regents Prep Sessions	\$51.22/hour
Alyssia Tempera	HS June Regents Prep Sessions	\$51.22/hour
Cynthia Griffin	HS June Regents Prep Sessions	\$51.22/hour
Lisa Lagattolla	HS June Regents Prep Sessions	\$51.22/hour
Adriana Sedano	HS June Regents Prep Sessions	\$51.22/hour

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Date Submitted to the Board of Education:\_\_\_\_\_