



Regular Board Meeting - Jun 09 2025 Agenda

Monday, June 9, 2025 at 7:00 PM

High School Library

Page

1. CALL TO ORDER

1.1 Call to order

2. PLEDGE OF ALLEGIANCE

2.1 Pledge of Allegiance

3. EDUCATIONAL PRESENTATIONS AND UPDATES

3.1 Suffolk Zone Awards

3.2 Tenure and Retiree Recognition

3.3 District Safety Plan

4. MINUTES

4.1 Approval of May 12, 2025 Budget Hearing Minutes 10 - 11

[May 12, 2025 - Budget Hearing Minutes DRAFT.pdf](#) 

Approve

4.2 Approval of May 12, 2025 Board Meeting Minutes 12 - 16

[May 12, 2025 Minutes - DRAFT.pdf](#) 

Approve

4.3 Approval of Special Meeting Minutes - June 4, 2025 17 - 18

[Special Board Meeting - June 4, 2025 - Minutes - Html](#) 

5. SPECIAL EDUCATION

5.1 CSE and CPSE Meeting Recommendations

CSE recommendations from the following meeting dates: 3/7, 3/11, 3/12, 3/13, 3/14, 3/18, 3/19, 3/20, 3/21, 3/25, 3/26, 4/2, 4/3, 4/9, 4/10, 4/22, 4/30, 5/1, 5/5, 5/6, 5/8, 5/13, 5/15, 5/16, 5/20, 5/28, 5/29, 6/3 and CPSE 4/29 & 5/13.

Approve

6. FINANCIALS

7. SUPERINTENDENT'S REPORT

7.1 Acceptance of Results of May 20, 2025 Annual Budget and Election of Board Members

PROPOSITION I – BUDGET

Shall the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, in the amount of \$66,756,249 for the fiscal year 2025/2026 be approved, and a tax levied therefor upon the taxable property of the district?

YES 262

NO 71

PROPOSITION II - LIBRARY

Shall the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$2,726,245 for payment of operational and bond financing expenses of the Westhampton Free Library for the fiscal year 2025/2026, and to levy the necessary tax therefor?

YES 273

NO 59

PROPOSITION III - THE GREATER WESTHAMPTON HISTORICAL MUSEUM

Shall the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$102,000 for payment of operational and maintenance expenses of The Greater Westhampton Historical Museum for the fiscal year 2025/2026, and to levy the necessary tax therefor?

YES 265

ELECTION OF BOARD OF EDUCATION MEMBERS

For two (2) vacancies the terms of which commence on July 1, 2025 - June 30, 2028.

CANDIDATES

Dawn Arrasate	259
Elizabeth T. Lanni-Hewitt	256
Write-in's	7

Approve Results

- 7.2 Approval of May 20, 2025 Annual Budget Vote and Election of Board Members Minutes 19 - 20

[May 20, 2025 - Budget Vote and Election of Board Member minutes - DRAFT.pdf](#) 

Approve

- 7.3 Authorization to Dispose of Voter Ballots from the May 21, 2024 School Budget Vote and Election of Board Members
- WHEREAS, New York State Archives Record Retention and Disposition Schedule ED-1 provides for the destruction of ballots resulting from an Annual School Budget Vote and Election of Board members after one (1) year; and,





WHEREAS, at least one (1) year has elapsed from the date of the Annual School Budget Vote and Election held on May 21, 2024 and no proceedings have been commenced with respect to the Annual School Budget Vote and Election of Board Members;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District hereby authorizes the District Clerk to destroy all used, unused, defective, spoiled/void ballots from the May 21, 2024 Annual School Budget Vote and Election of Board Members.














Approve

- 7.4 Adoption of Reorganizational Meeting Date
- BE IT RESOLVED, that the Annual Reorganizational Meeting

for the Westhampton Beach School District be held on Monday, July 7, 2025, at 7:00 p.m. in the High School Library.


- 7.5 Individual Compensation Agreements/School District Treasurer, Network and Systems Administrator, School Lunch Manager
Approve
- 7.6 School Field Maintenance Bid 2025-26 21 - 24
School Field Maintenance Bid Recommendation [School Field Maintenance Bid Recommendation.pdf](#) 
Approve
- 7.7 Integrated Pest Management Bid 2025-26 25 - 26
Integrated Pest Management Bid [Pest Management Bid Recommendation.pdf](#) 
Approve
- 7.8 External Audit Engagement Letter YE 2026 27 - 38
External Audit Engagement Letter YE 2026
[External Audit Engagement Cover.pdf](#) 
[External Audit Engagement Letter \(1\).pdf](#) 
Approve
- 7.9 Accounting Services 2025-26 39 - 43
Accounting Services
[Accounting Services Agreement Cover.pdf](#) 
[Accounting Services Agreement.pdf](#) 
Approve
- 7.10 OMNI Service Agreement 2025-26 44 - 45
OMNI Service Agreement 2025-26
[OMNI Service Agreement Cover](#) 
[OMNI Service Agreement 25-26.pdf](#) 

Approve

7.11	Health and Welfare Service Agreement	46 - 48
	Health and Welfare Service Agreement - CM HW Cover Ltr - CM.pdf 	
	Health & Welfare Agreement-CM.pdf 	
	Approve	
7.12	Individual Student Tuition Contract	
	Tuition Contract for Individual Student attending AHRC 7/1/25 - 6/30/26	
	Approve	
7.13	Consultant Data Services Contract	49 - 60
	Consultant Data Services Contract - LDinfo Publishing, LLC 25-26 Consultant Data Services Contract - LDinfo Publishing.pdf 	
	Approve	
7.14	2025-2026 Consultant Services Contracts	61 - 295
	Blue Sea Educational Consulting Inc 25-26 Consultant Services Contract Blue Sea Educational Consulting Inc.pdf 	
	Career & Employment Options 25-26 Consultant Services Contract - Career & Employment Options.pdf 	
	Consulting That Makes A Difference, Inc. 25-26 Consultant Services Contract - CMDI.pdf 	
	Community Care Companions, Inc. 25-26 Consultant Services Contract - Community Care Companions, Inc..pdf 	
	Family Service League 25-26 Consultant Services Contract - Family Service League.pdf 	
	Laura Grable 25-26 Consultant Services Contract - Laura Grable.pdf 	
	Health Source Group 25-26 Consultant Services Contract - Health Source Group.pdf 	
	Home Care Therapies 25-26 Consultant Services Contract - Home Care Therapies, LLC.pdf 	
	Kidz Educational 25-26 Consultant Services Contract - Kidz Educational Services.pdf 	
	Metro Therapy 25-26 Consultant Services Contract - Metro Therapy, Inc.pdf 	
	New York Therapy 25-26 Consultant Services Contract - New York	

[Therapy Placement Services, Inc.pdf](#) 

Out East Therapy [25-26 Consultant Services Contract - Out East Therapy of New York.pdf](#) 

Ro Health, LLC [25-26 Consultant Services Contract - Ro Health, LLC.pdf](#) 


Elizabeth Scheiner-Hoppe [25-26 Consultant Services Contract - Elizabeth Scheiner-Hoppe.pdf](#) 


Approve


7.15 Budget Transfers 296 - 306

Budget Transfer - BOCES Services [Budget Transfer BOCES \(1\).pdf](#) 

Budget Transfer - BAN [Budget Transfer BAN Borrowing.pdf](#) 

Budget Transfer - Instructional Salaries [Budget Transfer Instructional Salaries.pdf](#) 

Budget Transfer - Non Instructional Salaries [Budget Transfer NonInstructional.pdf](#) 

Budget Transfer - Foreign Language Supplies [Budget Transfer Foreign Language Supplies.pdf](#) 

Approve

7.16 Field Trip Request/Virtual Enterprise Gala - AI Challenge, June 3-4, 2025


Approve

7.17 RFP Universal Pre-Kindergarten 307 - 308

RFP Universal Pre-Kindergarten [UPK Rec 2025.pdf](#)  [UPK RFP Analysis for BOE.2025.pdf](#) 

Approve

7.18 Acceptance of Donation 309

RESOLVED, that the Board of Education accepts a donation of \$3,300 from the Westhampton Beach Ambulance for the purchase of AED's for the sports programs. [Donation 6.9.25.pdf](#) 

Approve

8. **PERSONNEL** 310 - 314

[2025 06-09 Personnel Action Report.pdf](#) 

- 8.1 Resignation/Director of Facilities
 Approve
- 8.2 Resignation/HS Foreign Language Teacher
 Approve
- 8.3 Resignation/HS Math Teacher
 Approve
- 8.4 Request for Childcare Leave of Absence/HS Math Teacher
 Approve
- 8.5 Resignation/ES Office Assistant
 Approve
- 8.6 Appointment/MS Senior Office Assistant
 Approve
- 8.7 Step Modification/ES Office Assistant
 Approve
- 8.8 Resignation/Food Service Worker
 Approve
- 8.9 Appointment/HS Science Teacher
 Approve
- 8.10 Appointment/HS Science Teacher
 Approve
- 8.11 Appointment/MS Science Teacher, Permanent Substitute
 Teacher
 Approve
- 8.12 Appointment/HS Social Studies Teacher
 Approve
- 8.13 Appointment/Physical Education Teacher
 Approve

- 8.14 Appointment/ES Special Education Teacher
Approve
- 8.15 Appointment/MS Music Teacher
Approve
- 8.16 Appointment/Instructional Coordinators
Approve
- 8.17 Appointment/Special Education Summer Testing
Approve
- 8.18 Appointment/Coaching Recommendation
Approve
- 8.19 Appointment/Uncertified Per Diem Substitute Teacher
Approve

9. PUBLIC PARTICIPATION

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

10. REPORTS

- 10.1 Postings

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

- 13.1 The Board of Education will enter into executive session to discuss topics in accordance with Open Meetings Law §105 (f).
Recess into Executive Session

14. ADJOURNMENT

14.1 Adjourn the Meeting
Adjourn

09 Jun 2025

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



Minutes of Budget Hearing held in the High School Library
Monday, May 12, 2025 (7:00 PM)

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

Members absent: Daniel A. Bennett

Also present: Carolyn J. Probst, Superintendent of Schools; Lisa Rheaume, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business and approximately 11 community members.

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

The Chamber Choir performed a song for the board.

Ms. Arrasate arrived at 7:10 p.m.

The pledge was conducted.

Ms. Lanni-Hewitt announced that this is a Budget Hearing Meeting only, on the proposed expenditures of the School District for the 2025/26 school year.

Dr. Probst gave a presentation on the District's proposed 2025/26 school budget.

Ms. Danielle Waskiewicz, Westhampton Free Library Director, presented information about the library's proposed budget.

Mr. Herman Bishop, The Greater Westhampton Historical Museum President, presented information about the museum's proposed budget.

Ms. Mensch advised the public that all voting will be held on Tuesday, May 20, 2025, between the hours of 7:00 AM and 9:00 PM in the High School LGI Room.

➤ Ms. Mensch presented the propositions and Board vacancies as follows:

- Proposition 1 - SHALL the Budget of the Westhampton Beach Union Free School District, Suffolk County, New York, in the amount of \$66,756,249 for the fiscal year 2025/2026 be approved, and a tax levied therefor upon the taxable property of the school district?

- Proposition 2 - SHALL the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$2,726,245 for payment of operational and bond financing expenses of the Westhampton Free Library for the fiscal year 2025/2026, and to levy the necessary tax therefor?
- Proposition 3 - SHALL the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, be authorized to raise the sum of \$102,000 for payment of operational and maintenance expenses of The Greater Westhampton Historical Museum for the fiscal year 2025/2026, and to levy the necessary tax therefor?
- Board Member – Election of **two (2)** members of the Board of Education, for a term of three (3) years commencing July 1, 2025, and expiring June 30, 2028. Candidates are Elizabeth T. Lanni-Hewitt (incumbent) and Dawn Arrasate (incumbent).

ADJOURNMENT

On motion of Mr. Stevens, second by Ms. Neumaier, all business being completed, Ms. Lanni-Hewitt declared the meeting adjourned at 7:25 p.m.

Vote: Yes 6 No 0

Lisa Rheume, District Clerk

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



Minutes of Regular Board of Education Meeting
High School Library
Monday, May 12, 2025 (7:30 PM)

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

Members absent: Mr. Daniel A. Bennett

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 1 attendees.

The meeting was called to order by Ms. Lanni-Hewitt, at 7:30 p.m.

The pledge was conducted.

APPROVAL OF MINUTES

On motion of Ms. Wright, second by Ms. Arrasate, the minutes of the April 28, 2025 regular board meeting, to be and are hereby approved.

Vote: Yes 6 No 0

On motion of Ms. Neumaier, second by Ms. Wright, the minutes of the May 6, 2025 special board meeting, to be and are hereby approved.

Vote: Yes 6 No 0

SPECIAL EDUCATION

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendations and authorization of funds to implement the special education programs and services consistent with such recommendations of the Westhampton Beach UFSD CSE meetings of 1/28, 2/5, 2/25, 2/26, 2/27, 3/4, 3/5, 3/6, 3/11, 3/14, 3/25, 3/26, 4/1, 4/3, 4/4, 4/8, 4/9, 4/21, 4/22, 4/23, 4/29, 4/30 and CPSE 4/1, 4/8 & 4/10.

Vote: Yes 6 No 0

HEALTH AND WELFARE AGREEMENT

On motion of Ms. Wright, second by Mr. Stevens, the recommendation to approve a Health and Welfare Agreement with South Huntington UFSD, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

WITHDRAWAL FROM EAST END HEALTH PLAN - TEACHERS ASSOCIATION

On motion of Ms. Arrasate, second by Ms. Neumaier, the recommendation to approve the below resolution, as submitted, to be and hereby is approved.

Motion to allow the current and retired members of the Westhampton Beach Teachers Association to withdraw from the East End Health Plan effective at 12:00 am on January 1, 2026 and to enroll in the New York State Health Insurance Plan (NYSHIP) Empire Plan effective 12:00 am January 1, 2026.

Vote: Yes 6 No 0

WITHDRAWAL FROM EAST END HEALTH PLAN - CLERICAL UNIT

On motion of Ms. Neumaier, second by Ms. Wright, the recommendation to approve the below resolution, as submitted, to be and is hereby approved.

Motion to allow the current and retired members of the Westhampton Beach Clerical Unit to withdraw from the East End Health Plan effective at 12:00 am on January 1, 2026 and to enroll in the New York State Health Insurance Plan (NYSHIP) Empire Plan effective 12:00 am January 1, 2026.

Vote: Yes 6 No 0

TAX ANTICIPATION NOTES (TAN)

Board Member Dawn Arrasate, offered the following resolution and moved its adoption:

TAX ANTICIPATION NOTE RESOLUTION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED MAY 12, 2025, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,500,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2026

RESOLVED BY THE BOARD OF EDUCATION OF WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

Section 1. Tax Anticipation Notes (herein called "Notes") of Westhampton Beach Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$13,500,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33 -a of the Consolidated Laws of the State of New York (herein called "Law").

Section 2. The following additional matters are hereby determined and declared:

- (a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2025 and ending June 30, 2026, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.
- (b) The Notes shall mature within the period of one year from the date of their issuance.
- (c) The Notes are not issued in renewal of other notes.
- (d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

Section 3. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute tax certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

Section 5. The Notes shall be executed in the name of the District by the manual signature of one of the following: the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Section 6. This resolution shall take effect immediately.

The adoption of the foregoing resolution was seconded by Board Member Halsey Stevens and duly put to a vote on roll call, which resulted as follows:

Elizabeth T. Lanni-Hewitt	VOTING	YES
Heather A. Wright	VOTING	YES
Dawn Arrasate	VOTING	YES
Ryan M. Fay	VOTING	YES
Jennifer Neumaier	VOTING	YES
Halsey C. Stevens	VOTING	YES

AYES: 6

NOES: 0

The resolution was declared adopted.

Vote: Yes 6 No 0

ALL SUFFOLK AUTO

On motion of Mr. Stevens, second by Mr. Fay, the recommendation to approve a Driver's Education Contract with All Suffolk Auto for the 2025-2026 school district, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

APPROVAL OF INDIVIDUAL STUDENT TUITION CONTRACT

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to approve an individual student tuition contract, to be and hereby is approved.

Vote: Yes 6 No 0

BUDGET TRANSFERS

On motion of Mr. Stevens, second by Ms. Neumaier, the following budget transfers, as submitted, to be and is hereby approved.

	From		To		Amount
	Code Number	Code Title	Code Number	Code Title	
1.	9060-800-00-05	Medical Insurance	9787-610-00-05	Installation Debt Laptops	\$181,316.70
2.	9060-800-00-05	Medical Insurance	9020-800-00-05	Teacher Retirement	\$176,294.17
3.	9711-610-00-05	Term Bond Principal	9731-710-00-05	Bond Anticipation Note	\$1,975,720.00
	9711-71-00-05	Term Bond Interest			\$493,930.00

Vote: Yes 6 No 0

NYS HESC FAFSA AGREEMENT

On motion of Ms. Wright, second by Ms. Arrasate, the recommendation to approve the agreement with the New York State Higher Education Services Corporation ("HESC") Free Application for Federal Student Aid (FAFSA), as submitted, to be and is hereby adopted.

Vote: Yes 6 No 0

AS-7 BOCES SHARED SERVICES AGREEMENT

On motion of Mr. Stevens, second by Ms. Arrasate, the request to approve the AS-7 Initial BOCES Shared Services Agreement for the 2025-2026 school year, as submitted, to be and is hereby adopted.

Vote: Yes 6 No 0

INTERNAL CONTROL TESTING ENGAGEMENT LETTER

On motion of Ms. Arrasate, second by Mr. Stevens, the request to approve the internal control services provided by Cullen & Danowski, LLP, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

DANIELLE RUFANO

On motion of Mr. Stevens, second by Ms. Arrasate, the recommendation to appoint Danielle Rufano as an English Teacher assigned to the Middle School effective September 1, 2025 with a three-year probationary period ending on August 31, 2028, in the tenure area of English, at Step 8D, MA, \$84,352, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

MARYKATE HILL

On motion of Mr. Stevens, second by Ms. Neumaier, the request from Marykate Hill for a childcare leave of absence beginning on or about July 14, 2025 through September 26, 2025, with an expected return to work on September 29, 2025, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

KAREN STRUPINSKY

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to appoint Karen Strupinsky as a per diem substitute teacher, effective May 13, 2025 through June 30, 2025, at a rate of \$125 per day, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

EMMA SACCO

On motion of Ms. Arrasate, second by Mr. Stevens, the recommendation to appoint Emma Sacco as a per diem substitute teacher, effective May 13, 2025 through June 30, 2025, at a rate of \$125 per day, as submitted, to be and is hereby approved.

Vote: Yes 6 No 0

PUBLIC PARTICIPATION

A community member/parent spoke to the board about special education services provided to her child.

REPORTS

Personnel postings were noted.

OLD BUSINESS

There was no Old Business on the Agenda.

NEW BUSINESS

There was no New Business on the Agenda.

EXECUTIVE SESSION

On motion of Ms. Neumaier, second by Mr. Stevens, the Board of Education convened into Executive Session at 7:46 p.m. to discuss negotiations.

Vote: Yes 6 No 0

On motion of Ms. Neumaier, second by Mr. Stevens, the Board of Education to reconvene from Executive Session at 9:07 p.m., to be and hereby is approved.

Vote: Yes 6 No 0

ADJOURNMENT

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

Vote: Yes 6 No 0

Lisa Rheume, District Clerk

Westhampton Beach Union Free School District



Special Board Meeting - June 4, 2025 Minutes

Wednesday, June 4, 2025 at 7:15 AM

District Office Conference Room

Members Present: Elizabeth T. Lanni-Hewitt, Dawn Arrasate, Daniel A. Bennett, and Ryan M. Fay

Members Absent: Heather A. Wright, Jennifer Neumaier, and Halsey C. Stevens

Also Present: Caroyln Probst, William Fisher, Jacqueline Pirro and Lisa Rheame

1. CALL TO ORDER

Ms. Lanni-Hewitt called the meeting to order at 7:16 a.m.

2. PLEDGE OF ALLEGIANCE

The Pledge was conducted.

3. SUPERINTENDENT'S REPORT

3.1 Appointment of Special Counsel

BE IT RESOLVED, the Board of Education of the Westhampton Beach Union Free School District hereby approves the retention of Theodore Sklar, Esq., to conduct a confidential investigation at the hourly rate of \$245.

Moved by: Daniel A. Bennett

Seconded by: Dawn Arrasate

Aye

Elizabeth T. Lanni-Hewitt, Dawn Arrasate, Daniel A. Bennett, and Ryan M. Fay

Carried 4-0

4. PUBLIC PARTICIPATION

No members of the public were present/no public participation.

5. EXECUTIVE SESSION

The Board did not enter into executive session.

6. ADJOURNMENT

The meeting adjourned at 7:18 a.m.

Motion to Adjourn the Meeting

Moved by: Ryan M. Fay

Seconded by: Daniel A. Bennett

Aye Elizabeth T. Lanni-Hewitt, Dawn Arrasate, Daniel A. Bennett, and Ryan M. Fay

Carried 4-0

District Clerk

04 Jun 2025

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



Minutes of the Annual Budget Vote and Election of Board Members
High School LGI Room
Tuesday, May 20, 2025 (7:00 am - 9:00 pm)

The Annual District Meeting of the Westhampton Beach Union Free School District, Suffolk County, New York was held on May 20, 2025 in the Large Group Instruction Room of the High School.

Mr. Thomas Betjemann, Chairperson of the Election, called the meeting to order at 7:00 a.m.

Mr. Betjemann called the Roll and the Inspectors of Election were sworn in by Lisa Rheame, District Clerk, as follows:

6 Inspectors of Election:

- Thomas Betjemann (Chief Inspector)
- Marth-ann Betjemann
- Patricia Gonce
- Doreen Croser
- Stephen Wisnoski
- Joan Scannell

The Suffolk County Board of Elections custodian printed out the voting machine tapes showing that the counts started at "zero". Lisa Rheame, the District Clerk, will retain those tapes as a permanent record.

Mr. Betjemann declared the Polls open at 7:00 a.m.

At 8:55 p.m. Mr. Betjemann announced the imminent closing of Polls and reminded those present who still wished to vote to do so at that time.

Mr. Betjemann declared the Polls closed at 9:00 p.m.

The Suffolk County Board of Elections custodian printed out the machine tapes with the results of the votes. Lisa Rheame, the District Clerk, will retain those tapes as a permanent record.

The Inspectors of Election proceeded to open and count the absentee ballots.

Mr. Betjemann announced the results of all voting as follows:

Proposition #1 - School Budget
Yes 262 No 71

Proposition #2 - Library Budget
Yes 273 No 59

Proposition #3 - Historical Museum
Yes 265 No 67

Members of the Board of Education (2 seats, each for 3 years) - July 1, 2025 thru June 30, 2028

Dawn Arrasate 259

Elizabeth T. Lanni Hewitt 256

Total Number of Votes Canvassed By Machine: 652

Total Number of Votes Canvassed By Absentee Ballot: 19

Total Number of Votes Canvassed By Early Mail Ballot: 17

Total Number of All Votes: 688

Mr. Betjemann declared the meeting adjourned at 9:30 p.m.

Lisa Rheame, District Clerk

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 9, 2025

Re: School Field Maintenance Bid 2025-2026

Bids were opened for School Field Maintenance on May 29, 2025. One bid was received from Turf Brothers Inc. The district has used Turf Brothers Inc. since 2012 and has been very pleased with their service.

I am recommending the Board of Education award the bid to Turf Brothers Inc. for the 2025-26 school year at the rates attached per their bid submission.

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

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
SCHOOL FIELD MAINTENANCE BID
Bid No. 2025-02 Opening Date: May 29, 2025 11:00 a.m.

other terms and conditions remaining the same. Renewal is not guaranteed and shall be subject to the Board of Education's determination each year.

3. CONTRACT

- A. Each bid will be received with the understanding that the acceptance thereof in writing by the School District shall constitute a contract between the successful Bidder on his part to perform the service at the price of his bid and in accordance with the conditions of his bid and that all bid items awarded shall be delivered within ninety (90) days from receipt of district's confirming purchase order or as detailed on the purchase order. The bidder will enter into an agreement which will include all contract terms set forth in Appendix "A" to this bid.
- B. If the successful BIDDER fails to comply with the terms of the contract, the school district reserves the right to contract for services from other sources.
- C. Cancellation of a contract by a BIDDER may result in the removal of the contractor's name from the eligibility list for future bids.
- D. It is mutually understood and agreed that the successful BIDDER shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract to any person, company or corporation, without the previous written consent of the School District.
- E. Material Safety Data Sheets (MSDS) must be sent for appropriate items.

4.(A) MATERIAL MAINTENANCE PROGRAM: IRRIGATED AREA (30 ACRES)

- | | | |
|-----|--|--|
| 1. | SPRING (3/15-4/30)
\$ <u>4000-</u> | Fertilizer with 2% iron 24-0-5 w40% scu
(50 lbs. per 12,000 sq.feet)(110 bags) |
| 2. | LATE SPRING (4/15-5/31)
\$ <u>4500-</u> | Fertilize with organic based Sustane Fertilizer 10-2-10
with Nutralene, 2% iron (50lbs per 7500 sq.feet) (175 bags) |
| 3. | SUMMER (5/15-6/30)
\$ <u>4000-</u> | Fertilize with 24-0-5 fertilizer with 2% iron
(50 lbs. per 12,000 sq.feet) (110 bags) |
| 4. | FALL
\$ <u>4500-</u> | Fertilize with organic based Sustane Fertilizer 18-1-8+FE
with Nutralene (50lbs per 9,000 sq.feet) (145 bags) |
| 5. | LATE FALL
\$ <u>4000-</u> | Winterization, fertilizer 18-0-18
(50 lbs. per 12,000 sq.feet) (110 bags) |
| *6. | *GRUB CONTROL | Spring (5/15 - 6/15) |

INITIAL'S OF VENDOR _____

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
SCHOOL FIELD MAINTENANCE BID
Bid No. 2025-02 Opening Date: May 29, 2025 11:00 a.m.

\$ 4250 - *

Merit Grub Control to be applied in granular form (110 bags). This is an important application that involves the safety and playability of the district's sports fields and common areas. It protects students and athletes from potential injuries from grub damage on a field's root system that can create unsafe undetected loose playing surfaces. *This service is an elective and requires Board of Education approval for insecticide.*

7. LIME APPLICATION
\$ 2500 -

Dolomite limestone pellet application
(50 lbs. per 7500 sq.foot) (175 bags)

*8. *CLOVER/WEED
CONTROL
\$ 4000 - *

Done to help subside the threat of dangerous (late spring/early summer) weed allergens, reduces clover flower, less stings, and player safety due to slippage on clover patch early summer. (liquid application only) Speedzone at proper rate-Entire. *This is an elective based upon the District's needs. Requires Board of Education approval.*

*9. *FLEA & TICK
CONTROL
\$ 4000 - *

One application – Organic Cedar Oil & Astro Combination-Entire. *This is an elective based upon the District's needs. Requires BOE approval*

*Indicates electives that require prior Board of Education approval.

Please Note: All products are to be inspected prior to each application for proper lbs of material and quality assurance.

4.(B) MATERIAL MAINTENANCE PROGRAM: NON-IRRIGATED AREA (5 ACRES)

1. SPRING (3/15-4/30)
\$ 1000 -

Fertilizer with 2% iron 24-0-5 w40% scu
(50 lbs. per 12,000 sq.foot)(18 bags)

2. LATE SPRING (4/15-5/31)
\$ 1250 -

Fertilize with organic based Sustane Fertilizer 10-2-10
with Nutralene, 2% iron (50lbs per 7500 sq.foot) (29 bags)

3. LATE FALL (10/1-11/30)
\$ 1000 -

Winterization fertilizer 18-0-18
(50 lbs. per 12,000 sq.foot) (18 bags)

*4. GRUB CONTROL
\$ 1250 - *

Merit to be applied in granular form (18 bags)
This is an important application that involves the safety and playability of the district's sports fields and common areas. It protects students and athletes from potential injuries from grub damage on a field's root system that can create unsafe undetected loose playing surfaces. Has added benefit of flea and tick control right before field days and graduation. *This service is an elective and requires BOE approval for insecticide.*

INITIAL'S OF VENDOR Rfn

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
SCHOOL FIELD MAINTENANCE BID
Bid No. 2025-02 Opening Date: May 29, 2025 11:00 a.m.

- *5. *CLOVER/WEED CONTROL
 \$ 1000 * Done to help subside the thread of dangerous (late spring/early summer) weed allergens, reduce bee population for stings, and player safety due to slippage on clover patch early summer. (liquid application only) Speedzone at proper rate-Entire. *This is an elective based upon the District's needs. Requires Board of Education approval.*
- *6. *FLEA & TICK CONTROL
 \$ 1000 * One application – Organic Cedar Oil & Astro Combination-Entire. *This is an elective based upon the District's needs. Requires BOE approval*

*Indicates electives that require prior Board of Education approval.

Please Note: All products are to be inspected prior to each application for proper lbs of material and quality assurance.

4.(C) TOTAL MATERIAL MAINTENANCE PROGRAM (4.A&B)

Total for Irrigated & Non-Irrigated Areas without any electives: \$ 26,750 -

Total for ALL ELECTIVES ONLY: Grub, Flea & Tick & Clover/Weed Control: \$ 15,500 - *

TOTAL MATERIAL MAINTENANCE PROGRAM: (4.A&B) \$ 42,250 -

4.(D) AERATION AND OVERSEEDING PROGRAM

1. Core-Aeration: All irrigated sports fields (30 acres) \$ 17,500 -

2. Over Seeding: All irrigated sports fields (see specs Section 5) \$ 32,500 -

Total for 1 & 2 (core-aeration and over seeding) \$ 50,000 -

FULL CONTRACT TOTAL:
(Material Maintenance Program A,B&D) \$ 92,250

4.(E) ADDITIONAL SERVICES (as needed basis only)

1. Overseeding (crossed 2 directions) cost per acre \$ 1750 -

2. Core-Aeration (crossed) Athletic Fields cost per acre \$ 650 -

3. Deep-tine Aeration for Athletic Fields cost per acre \$ 1500 -

INITIAL'S OF VENDOR Rjm

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 9, 2025

Re: Integrated Pest Management Bid 2025-2026

Bids were opened for Integrated Pest Management on May 29, 2025. One bid was received from Bug Fighters Etc. The district has used Bug Fighters Etc since 2016 and has been very pleased with their service.

I am recommending the Board of Education award the bid to Bug Fighters Etc for the 2025-26 school year at the rates attached per their bid submission.

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

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
INTEGRATED PEST MANAGEMENT BID
Bid No. 2025-01 Opening Date: May 29, 2025 11:15 a.m.

6. **COST PROPOSAL:**

Integrated Pest Management Monthly Charge: \$ 199 per month for the entire district.

Additional pest removal services as required by the District at an hourly rate of \$ 92-.

Materials used for additional pest removal services will be contractor's cost plus 15%.
These additional services are minimal. No flat fee for service call in addition to hourly rate.

Invoicing: The invoice must include an itemization of all items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. The total amount due shall be clear and apparent on the invoice for proper payment.

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 9, 2025

Re: External Audit Engagement Letter Fiscal Year End 2026

I respectfully request the Board of Education approve the attached engagement letter from R. S. Abrams & Co., LLP per the terms of RFP-06, External Audit Services, which was awarded to them on October 21, 2024.

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

May 12, 2025

Via Email

To the Board of Education and
Jacqueline Pirro, Assistant Superintendent for Business
Westhampton Beach Union Free School District
340 Mill Road
Westhampton, New York 11978

We are pleased to confirm our understanding of the services we are to provide Westhampton Beach Union Free School District (the "District") for the fiscal year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the fiduciary fund, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the fiscal year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of District's Proportionate Share of the Net Pension Asset/(Liability)
4. Schedule of District's Pension Contributions
5. Schedule of Changes in the District's Total Other Post-Employment Benefits Liability and Related Ratios

ISLANDIA: 3033 EXPRESS DRIVE NORTH, SUITE 100 • ISLANDIA, NY 11749
WHITE PLAINS: 50 MAIN STREET, SUITE 1000 • WHITE PLAINS, NY 10606
PHONE: (631) 234-4444 • FAX: (631) 234-4234

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements, or in a separate written report accompanying our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards
2. Schedule of Change from Adopted Budget to Final Budget – General Fund and Section 1318 of Real Property Tax Law Limit Calculation
3. Schedule of Project Expenditures – Capital Projects Fund
4. Schedule of Net Investment in Capital Assets

We will also audit the cash basis financial statement and related disclosures of the Extraclassroom Activity Funds as of and for the fiscal year ended June 30, 2026.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or

special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmations. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

Presumed risk of management override of controls.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making a draft of the financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for

example, within an additional three months if currently known).. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon request.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule

of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Other Services

We will also prepare the financial statements, including the cash basis financial statement of the Extraclassroom Activity Funds, schedule of expenditures of federal awards, related disclosures, and the auditee section of the Data Collection Form in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance, based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable

professional standards. The other services are limited to the preparation of the financial statements, including the cash basis financial statement of the Extraclassroom Activity Funds, schedule of expenditures of federal awards, related disclosures, and the auditee section of the Data Collection Form, as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, including the cash basis financial statement of the Extraclassroom Activity Funds, related disclosures, schedule of expenditures of federal awards, the auditee section of the Data Collection Form, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our preparation of the financial statements, including the cash basis financial statement of the Extraclassroom Activity Funds, schedule of expenditures of federal awards, related disclosures, and the auditee section of the Data Collection Form, and that you have reviewed and approved them prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R.S. Abrams & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the New York State Education Department or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R.S. Abrams & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may

intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the New York State Education Department or other oversight agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brendan Nelson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in May 2026 and to issue our reports no later than November 15, 2026. This targeted completion date is contingent upon all requested audit documentation being received as of the dates requested. Our fees for these services will be based on the actual time spent at our standard, hourly rates. Our standard, hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended through the date of termination.

Based on our preliminary estimates, the audit fee for the fiscal year ending June 30, 2026 will not exceed \$38,800. There will be an additional fee of \$8,100 for the preparation of the financial statements. These estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the financial statements and Single Audit. Our reports will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letters of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter. This report reflects a peer review rating of pass, which is the highest rating for a peer review.

We appreciate the opportunity to be of service to the Westhampton Beach Union Free School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R. S. Abrams & Co., LLP

R.S. Abrams & Co., LLP

By: *[Signature]*

Title: Partner

Date: May 12, 2025

R.S. Abrams & Co., LLP:

This letter correctly sets forth the understanding of Westhampton Beach Union Free School District.

Board of Education President: _____

Elizabeth Lanni-Hewitt

Date: _____

Assistant Superintendent for Business: *Jacqueline Piro*

Date: 5/30/2025

Report on the Firm's System of Quality Control

To the Partners of R.S. Abrams & Co., LLP
and the Peer Review Committee of the
Pennsylvania Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and an audit of employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of R.S. Abrams & Co., LLP in effect for the year ended March 31, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. R.S. Abrams & Co., LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
September 21, 2023

**Westhampton Union Free School District
Business Office**

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 9, 2025

Re: Accounting Services

Attached please find a proposal from Ms. Annette Savino, Keeping Your Books, our district accounting service. Keeping Your Books was awarded the RFP in June 2023. The rate remains the same as 2024/2025. I am recommending we continue with the accounting services of Keeping Your Books for 2025/2026 school year.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

May 27, 2025

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

Dear Ms Pirro:

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

Scope of Engagement

The following summarizes the services we will provide to you in the 2025-2026 school year:

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

Client Responsibilities

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

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

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

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

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

Accounting Firm Responsibilities

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

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

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

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

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

Timing of Engagement

We plan to provide accounting services beginning July 1, 2025.

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

Fees and Billings

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

Termination and Other Terms

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

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

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

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

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

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

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

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

KEEPING YOUR BOOKS

25 Public Road
Hauppauge, NY 11788

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

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

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


Entire Agreement

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

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

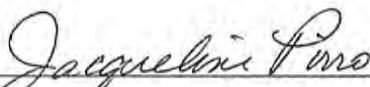
We appreciate the opportunity to be of service to you. Please date and sign the enclosed copy of this engagement letter and return it to us in the envelope provided to acknowledge your agreement with its terms. It is our policy to initiate services only after we receive the signed copy of this engagement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

Very truly yours,



Annette Savino, CPA
President
Keeping Your Books

APPROVED:.



Ms. Jacqueline Pirro
Westhampton Beach Union Free School District

Westhampton Beach Union Free School District Business Office



To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 9, 2025

Re: OMNI & TSACG Services Agreement 2025-2026 School Year

Attached for Board of Education approval is a Services Agreement Reinstatement for continuation of 403(b)/457(b) administration services by U.S. Omni & TSACG Compliance Services, Inc. There is no fee increase from the 2024/25 school year. I am recommending the approval of this agreement.

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



Services Agreement Reinstatement

Name of Employer: Westhampton Beach Union Free School District

The Services Agreement for the fiscal year Jul 1, 2024 – Jun 30, 2025, entered into by your organization and U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) is hereby reinstated and amended for the fiscal year Jul 1, 2025 - Jun 30, 2026, with the fee schedule set forth below. This Services Agreement Reinstatement will be effective on July 1, 2025, unless OMNI/TSA is notified in writing by your organization of non-renewal of the Services Agreement with below fee schedule prior to 7/1/2025.

FEE SCHEDULE FOR 2025-2026 YEAR

<u>Description</u>	<u>No. of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>403(b) Accounts*</u>	195	\$ 36.00	\$7,020.00
<u>457(b) Accounts</u>	12	\$ 36.00	\$ 432.00
Total 2025-2026			\$7,452.00

**Includes 403(b) ROTH Accounts*

This is not an Invoice. Please do not remit payment until the actual invoice is provided in July.

Please contact the Finance Department at accounting@omni403b.com and Wendy DeNoto wdenoto@omni403b.com with any questions.

US Omni & TSACG Compliance Services, Inc

Westhampton Beach Union Free School District

A handwritten signature in blue ink, appearing to read 'Brad Hope', written over a horizontal line.

Brad Hope, Managing Partner
Printed Name, Title

Printed Name, Title

Date May 22, 2025

Date _____

NY-193

Westhampton Beach Union Free School District
Business Office

To: Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: May 14, 2025

Re: Health and Welfare Service Agreement – Center Moriches UFSD

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

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

CENTER MORICHES SCHOOL DISTRICT



CENTRAL ADMINISTRATION

Dr. Ricardo Soto, *Interim Superintendent of Schools*
Ms. Keri Loughlin, *Assistant Superintendent for Business*
Dr. Amy Meyer, *Assistant Superintendent for Curriculum*
Ms. Lisa Scott, *Director of Special Education*
Ms. Jeannine Barr, *District Clerk*
Ms. Diane M. Smith, *Treasurer*

BOARD OF EDUCATION

Ms. Lauren Slionski, *President*
Ms. Thomasina Harrell, *Vice President*
Mr. Marcus Babzien, *Trustee*
Dr. Dawn DiPeri, *Trustee*
Mr. Brian Tenety, *Trustee*



CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in triplicate this First day of July 2024, by and between the Board of Education of the Westhampton Beach Union Free School District, 340 Mill Road, Westhampton Beach, New York, party of the first part, and the Board of Education, Center Moriches Union Free School District of Center Moriches, New York, party of the second part.

WITNESSETH, That whereas party of the first part has been duly empowered by the provisions of Section 912 of the Education Law to enter into a contract for the purpose of providing health and welfare services for children residing in said school district and attending nonpublic schools in Center Moriches School District, Center Moriches, New York, to begin on September 1, 2024, and to end June 30, 2025.

Now, Therefore, the said party of the first part hereby agrees to pay the party of the second part the sum of **\$2,378.00** for health and welfare services to be provided under Section 912 for 2 children residing in said school district of Westhampton Beach Union Free School District, New York, and attending nonpublic schools in said Center Moriches Union Free School District, of Center Moriches, New York.

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

The services provided by **Center Moriches UFSD** shall be consistent with the services available to students attending public schools within the **Center Moriches UFSD** and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.

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

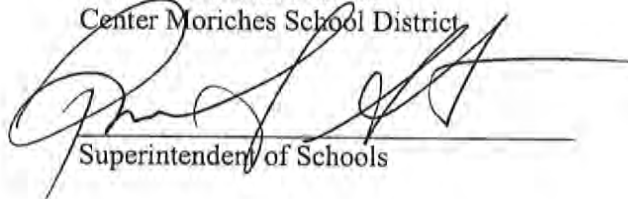
Supplies and equipment for use by physician, school nurse-teacher, psychologist, dental hygienist, social worker, and speech correctionist (i.e. scales, vision and hearing testing devices, health record forms, first-aid supplies, and all other readily transportable equipment and supplies pertaining to delivery of services).

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


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

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

SENDER School District
Center Moriches School District


Superintendent of Schools

SENDER School District,
Center Moriches School District


President, Board of Education

PROVIDER School District,
Westhampton Beach Union Free School District

President, Board of Education

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

Consultant Data Services Contract

This Agreement is entered into this **9th** day of **June 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 **LDinfo Publishing, LLC** (hereinafter the "CONSULTANT"), having a principal mailing address of **1915 Logan Ave. S., Minneapolis, MN 55403**.

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/30/26**, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.

E. INSURANCE

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

c. **Cyber Liability**

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

d. **Fidelity and Cyber Crime Insurance**

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

e. **Professional Errors and Omissions Insurance**

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

f. **Umbrella/Excess Insurance**

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

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

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

F. **TERMINATION**

1. The CONSULTANT'S services shall be at the will of the Board of Education of the DISTRICT. The DISTRICT may terminate the appointment at any time prior to the end of the term with or without cause.
2. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will be deemed a material breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.

3. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

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

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Scott Crouse, Ph.D.

Print Name: Elizabeth T. Lanni-Hewitt

Title: Owner/Proprietor

Title: President, Board of Education

Date: 5/12/25

Date: _____

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

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

Supplemental Agreement dated this 9th day of **June 2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **LDinfo Publishing, LLC** (the "Contractor") located at **1915 Logan Ave. S., Minneapolis, MN 55403**.

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

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

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

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT.
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs. With reference to this agreement, "Third Party Contractor" shall be synonymous with "Contractor" and shall also include any and all subcontractors, persons or entities with whom the Contractor shares Student Data and/or Principal or Teacher Data pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.

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

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

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

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

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

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

- a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession in the course of the performance of its Agreement with the District should not be germane to and thus should not be used for any purpose of the Contractor. Such Data that comes into the possession of the Contractor must be protected in accord with Education Law §2-d and in accord with the Parents Bill of Rights for data Privacy and Security.
- b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data protection and security requirements set forth in Education Law §2-d.
- c. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall return to the District or, if agreed to by the District, destroy the remaining Student Data and/or Principal or Teacher Data that the Contractor still maintains in any form.
- d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher

Data as determined by the District.

- e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner: The Contractor shall maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the personally identifiable student information in its custody by using all reasonable protections available to the Contractor including but not limited to encryption technology while such data is in motion or in its custody. In order to further outline the methods of storage and protection of Student Data and/or Principal or Teacher Data, Contractor shall provide a data security and privacy plan to the District within 30 days of the execution of this agreement.
4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.
5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:
 - a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;
 - c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:
 - i. Without the prior written consent of the Parent or Eligible Student; or
 - ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order.
 - d. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Breach and unauthorized release of Personally Identifiable Information:
 - a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies

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

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

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

7. Miscellaneous:

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

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

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

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

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

WESTHAMPTON BEACH UFSD

By: Scott Crouse

By: _____

Print Name: Scott Crouse, Ph.D.

Print Name: Elizabeth T. Lanni-Hewitt

Title: Owner/Proprietor

Title: President, Board of Education

Date: 5/12/25

Date: _____

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

Consultant Services Contract

This Agreement is entered into this 9th day of June **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 **Blue Sea Educational Consulting Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **1038 W. Jericho Tpke., Smithtown, NY 11787.**

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26 , inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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



C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation Board. ACCORD certificates are not acceptable. A person seeking an

- exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
- d. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. Umbrella/Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Blue Sea Educational Consulting Inc.
1038 W. Jericho Tpke.
Smithtown, NY 11787

By: *Nicholas Mortati*

Print Name: Nicholas Mortati

Title: President

Date: 5/16/25

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials *EL*

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Blue Sea Educational Consulting Inc.

Supplemental Agreement dated this 9th day of June **2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Blue Sea Educational Consulting Inc.** (the "Contractor") located at **1038 W. Jericho Tpke., Smithtown, NY 11787.**

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

Blue Sea Educational Consulting Inc.
1038 W. Jericho Tpke.
Smithtown, NY 11787

By: Nicholas Mortati

Print Name: Nicholas Mortati

Title: President

Date: 5/16/25

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials 

APPENDIX A



WEST HAMPTON BEACH SCHOOL DISTRICT 2025-2026 SCHOOL YEAR RATES

NAME	RATE	MINS
AAC/AT Consulting & Training (AACC) Individual In District	\$205.00	FLAT
BIS 1:1 Paraprofessional (Para1) Individual In District	\$36.75	60
BIS 2:1 Paraprofessional (Para2) Individual In District	\$52.00	60
BIS Consulting (BIC) Individual Any	\$135.00	60
BIS (BIS) Individual Any	\$99.00	60
BIS Parent Counseling & Training (PCT) Individual Any	\$110.00	60
BIS PhD Psychology (BISPh) Individual Any	\$156.00	60
Certified Reading Specialist (CRS) Group In District	\$205.00	60
Certified Reading Specialist (CRS) Individual Any	\$130.00	60
CSE Meeting (CSE) Individual In District	\$78.00	FLAT
Education & Literacy Consulting (ELC) Individual In District	\$175.00	60
Educational Screening (ES) Individual Any	\$102.00	FLAT
Evaluation AAC/AT (AACEv) Individual In District	\$205.00	60
Evaluation ADOS (Bilingual) (ADOSB) Individual Any	\$117.50	60
Evaluation ADOS (Monolingual) (ADOSM) Individual Any	\$156.00	60
Evaluation Behavioral FBA/BIP (BISF) Individual Any	\$135.00	60
Evaluation Educational (Bilingual) (EEB) Individual Any	\$730.25	FLAT
Evaluation Educational (Monolingual) (EEd) Individual Any	\$574.25	FLAT
Evaluation Feeding Speech Language (Bilingual) (EFSLB) Individual Any	\$469.00	FLAT
Evaluation Feeding Speech Language (Monolingual) (EFSL) Individual Any	\$417.00	FLAT
Evaluation Occupational Therapy (Bilingual) (OTEB) Individual Any	\$313.00	FLAT
Evaluation Occupational Therapy (Monolingual) (OTEM) Individual Home	\$261.00	FLAT
Evaluation Physical Therapy (Bilingual) (PTEB) Individual Any	\$365.00	FLAT
Evaluation Physical Therapy (Monolingual) (PTM) Individual Any	\$313.00	FLAT
Evaluation PROMPT Speech Language (Bilingual) (EPSLB) Individual Any	\$469.75	FLAT
Evaluation PROMPT Speech Language (Monolingual) (EPSL) Individual Any	\$417.00	FLAT
Evaluation Psychoeducational (Bilingual) (EEB) Individual Any	\$1,460.50	FLAT
Evaluation Psychoeducational (Monolingual) (EEM) Individual Any	\$1,147.50	FLAT
Evaluation Psychological (Bilingual) (PEdBi) Individual Any	\$704.75	FLAT
Evaluation Psychological (Monolingual) (PsyEv) Individual In District	\$626.25	FLAT
Evaluation Social History (Bilingual) (SHEB) Individual Any	\$260.00	FLAT
Evaluation Social History (Monolingual) (SoEva) Individual Any	\$209.00	FLAT
Evaluation Specialized Reading (Monolingual) (ESRM) Individual Any	\$887.50	FLAT
Evaluation Speech Language (Bilingual) (SLEB) Individual Any	\$417.00	FLAT
Evaluation Speech Language (Monolingual) (SLEM) Individual Any	\$339.00	FLAT
Home Instruction (General Education) (HIGE) Individual Home	\$78.00	60
Home Instruction (Special Education) (HISE) Individual Home	\$88.75	60
Home Instruction (Special Education) (HISE) Individual Private	\$88.75	60
Literacy Analyst (LA) Individual Flexible (In District / Home / Community)	\$92.00	60
Occupational Therapy Consultation (OTC) Individual Any	\$73.00	30
Occupational Therapy (OT) Group In District	\$88.75	30
Occupational Therapy (OT) Individual Home	\$67.75	30
Occupational Therapy (OT) Individual In District	\$52.00	30
Occupational Therapy (OT) Individual Private	\$67.75	30
Occupational Therapy Screening (OTS) Individual In District	\$78.25	FLAT

WEST HAMPTON BEACH SCHOOL DISTRICT 2025-2026 SCHOOL YEAR RATES

NAME	RATE	MINS
Physical Therapy Consultation (PTC) Individual Any	\$78.25	30
Physical Therapy (PT) Group In District	\$99.00	30
Physical Therapy (PT) Individual Home	\$78.25	30
Physical Therapy (PT) Individual In District	\$62.75	30
Physical Therapy (PT) Individual Private	\$78.25	30
Physical Therapy Screening (PTS) Individual Any	\$78.25	FLAT
Resource Room Services (RRS) Group In District	\$130.00	60
Resource Room Services (RRS) Individual In District	\$83.25	60
School Psychologist (Per Diem) (SPsyD) Individual In District	\$834.25	FLAT
School Psychologist (SPsy) Individual In District	\$125.00	60
Social Work & Counseling (SWC) Group In District	\$130.00	60
Social Work & Counseling (SWC) Individual Home	\$99.00	60
Social Work & Counseling (SWC) Individual In District	\$99.00	60
Social Work & Counseling (SWC) Individual Private	\$99.00	60
Speech Language PROMPT Therapy (PROMT) Individual Any	\$73.00	30
Speech Language Teletherapy (SLPT) Individual Any	\$52.00	30
Speech Language Therapy Consultation (SLPC) Individual Any	\$67.75	30
Speech Language Therapy Feeding (SLTF) Individual Any	\$73.00	30
Speech Language Therapy (SLT) Group In District	\$88.75	30
Speech Language Therapy (SLT) Individual Home	\$67.75	30
Speech Language Therapy (SLT) Individual In District	\$57.25	30
Speech Language Therapy (SLT) Individual Private	\$67.75	30
Speech Language Therapy Screening (SLPS) Individual Any	\$104.00	FLAT
Team Meeting (TM) Individual In District	\$93.75	60
Translation Cantonese/Mandarin (TCM) Individual In District	\$62.75	60
Translation Creole (TC) Individual In District	\$52.25	60
Translation Other (TO) Individual In District	\$62.75	60
Translation Spanish (TS) Individual In District	\$52.25	60
Tutoring General Education (TGE) Individual Home	\$78.25	60
Tutoring General Education (TGE) Individual Private	\$78.25	60
Tutoring Special Education (TSE) Individual Home	\$88.75	60
Tutoring Special Education (TSE) Individual Private	\$88.75	60

STUDENT ABSENCES. Should a student, individually or in a group, be absent or unable to attend a session and reasonable notice is given to the related service provider (the "Provider"), then the School District shall NOT be responsible for payment of the fee associated with such session. Reasonable notice shall mean notice given to the provider at least 24 hours before a regularly scheduled session. Otherwise, where no such notice is given of the student's absence or unavailability to receive services, then the fee charged to the school district shall be that as provided for in the fee schedule contained in this agreement up to a maximum of two (2) hours of service for all services provided for in this agreement, except for Paraprofessional which shall be up to a maximum of three (3) hours, and that session shall not be made up.

PROVIDER ABSENCES. Should a Provider be absent or unable to attend a session for any reason whatsoever, whether or not notice is given by such Provider, then the School District shall NOT be responsible for payment of any fee associated with such session, except that the provider may attempt to reschedule such services within a reasonable period of time of the missed date. If and when such services are subsequently rendered then the School District shall be responsible for payment of the fee associated with such service as provided for in Paragraph 3 of this agreement.



IEP DIRECT.COM FRONTLINE CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

(2025 – 2026 School Year)

- Blue Sea Educational Consulting Inc. ("Blue Sea") and its employees and providers agree to maintain the confidentiality to the best of our ability of our Login Identification and Password provided by the Client School District, and not share this information with anyone not similarly bound by an IEPDirect.com confidentiality agreement such as an Independent Contractor or other Provider affiliated with Blue Sea.
- Blue Sea agrees to inform the School District as soon as practicable if our login identification and password are stolen or compromised in any manner upon notice of same.
- Blue Sea agrees to take every responsible step to ensure the confidentiality of access to IEP Direct by or through our company computers, including limiting access to contents, screens or workings of IEPDirect.com in any manner to any one not otherwise employed by Blue Sea, or not otherwise authorized to access the program.

Acknowledged by: Nicholas Mortati Date: 2/25/2025

Name/Title: Nicholas Mortati, President



**Statement of Reassignment & New York State Department of
Health Provider Agreement 2025 – 2026**

STATEMENT OF REASSIGNMENT

Blue Sea Educational Consulting Inc. (hereinafter 'Provider')

By this reassignment the above-named Provider agrees as follows:

1. To reassign all Medicaid reimbursements to your School District that Provider has contracted with for providing medical services billed under the School Supportive Health Services Program ("SSHSP");
2. To accept as payment in full the contracted reimbursement rates for covered services as agreed to under separate contract between Provider and School District;
3. To comply with all rules and policies as described under separate contract between Provider and School District;
4. To agree not to bill Medicaid directly for any services School District would be otherwise eligible to bill for under SSHSP.

Nothing in this Statement of Reassignment would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the SSHSP.

Acknowledged by: _____

Nicholas Mortati

Date: _____

2/24/2025

Name/Title: Nicholas Mortati, President



**PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)**

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act, **BLUE SEA EDUCATIONAL CONSULTING INC.** agrees as follows to:

- (A)
- (1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - (2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - (3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- (B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color national origin, handicap, age, sex, religion, and/or marital status.
- (C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules, and Regulations of the State of New York.

Provider's Authorized Signature: _____

Nicholas Mortati

Date: _____

2/24/2025

Name/Title: Nicholas Mortati, President

1038 West Jericho Turnpike

Smithtown, NY 11787

See page 2 List of School Districts



Blue Sea Data Security & Privacy Plan

Blue Sea Educational Consulting is committed to protecting the privacy and security of each and every student's personally identifiable information and data. Employees and subcontractors of Blue Sea should be aware of policies and procedures, and Parents' Bill of Rights for Data Privacy and Security currently in effect for client school districts for which Blue Sea provides educational services. Blue Sea employees who will receive personally identifiable information from student records shall receive periodic training to ensure compliance with federal and state privacy laws, and overall compliance with this Data Security and Privacy Plan. For purposes of this plan "District Data" means all information obtained by Blue Sea from a client school district in connection with services provided by Blue Sea pursuant to an agreement by and between Blue Sea and a client school district. The term "District Data" does not include any information made publicly known by a client school district.

1. District Data received by Blue Sea will be used only to perform Blue Sea's obligations pursuant to a professional services agreement and for no other purposes.
2. Blue Sea will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure District Data from unauthorized access, disclosure, alteration and use. Blue Sea will use industry-standard and up-to-date security tools and technologies such as anti-virus protections encryption, firewalls, password protection and intrusion detection methods in providing services pursuant to a professional services agreement. Blue Sea will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
3. Blue Sea will only share District Data with entities or persons authorized by the professional services agreement. To the extent that District Data will be shared by Blue Sea with other authorized entities or persons not employed by Blue Sea, then Blue Sea will ensure those persons or entities will be required to agree in writing that it/they will comply with all terms of this and all related agreements relating to confidentiality of records and data security and privacy.
4. Upon termination of this agreement for any reason, Blue Sea, as directed by a client school district in writing, agrees to securely destroy (take actions that render data written on physical (e.g., hard copy) or electronic media unrecoverable by both ordinary and extraordinary means, or return all District Data received by Blue Sea as soon as reasonably possible.
5. Pursuant to New York Education Law §2-d Blue Sea will store and protect district data by a combination of storage/security methods including but not limited to:



- a) Storage of Electronic Data: Blue Sea's Operating System ("BOS") as an application is authored in enterprise level, Microsoft [ASP.NET](#) 4.5.1 server-side programming languages, leveraging HTML5/CSS3 for presentation on desktop/mobile/responsive platforms. Webserver is hosted at top tier rack host, in a secure NOC, in Dallas, TX. Data is stored within a MySQL/MariaDB v5 database, hosted on an enterprise cloud rack, with redundant backup, in a secure NOC, in Dallas TX. Communication between server and client is encrypted with SSL (Secure Socket Layer), with 256bit AES encryption. All sensitive data is accessible strictly to users behind user account login credentials, leveraging Microsoft [ASP.NET](#) authentication, with strong password schemas.
 - b) Storage of Non-Electronic Data: Files are stored in locked filing cabinets in a secure physical location;
 - c) Employee Security Measures: employees are required to adhere to company policies and procedures that protect the security and privacy of personally identifiable student data. These policies and procedures include periodic training, coaching and monitoring. Employees sign confidentiality agreements with respect to maintaining confidential records that are in full force and affect during and upon an employee's separation from employment from Blue Sea;
 - d) Account Management & Access Control: Employees are required to maintain confidential passwords and unique user identifications. Passwords are regularly and frequently updated. Blue Sea's Operating System provides for automatic termination of sessions that provide access to confidential information.
 - e) Physical Security Measures: Confidential information is maintained in secured areas within the facilities of Blue Sea, and visitors are excluded from these same areas. These areas are secured by lock and key, and electronic alarm system.
- 6. Student data will be used for the exclusive purpose of providing educational/related services and/or evaluations to the student as per school district request.
 - 7. Blue Sea will ensure that employees, contractors, persons or entities with whom it shares student data will abide by data protection and security requirements.
 - 8. Upon expiration of the agreement between Blue Sea and a client school district, and Blue Sea and a subcontractor, student data will be saved and maintained in a secure format for a period of seven (7) years, or a statutory required mandated minimum period of time, whichever is longer.



9. The parent or guardian, student or other individual may challenge the accuracy of the data received by Blue Sea by following applicable law (e.g., Family Educational Rights and Privacy Act), employment agreements, and policies, rules and regulations. If Blue Sea receives a challenge to the accuracy of data from a parent or guardian, student, or other individual, then Blue Sea will notify the client school district in writing. Blue Sea will not amend any data without a written request from the client school district. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York state Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by the State Education Department's Chief Privacy Officer.
10. A student's personally identifiable information shall not be sold or released for any commercial purposes.
11. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.p12.nysed.gov/lrs/sirs/documentation/NYSEDstudentData.xlsx>. The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner of and updated by Blue Sea accordingly.
12. Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law §2-d(3) and §2-d(5)(a-b), if a client school district enters into a contract with Blue Sea in which student, teacher, or principal data is shared with, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
13. Individuals may access the State Education Department's Parents' Bill of Rights at: <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>.

Acknowledged by: Nicholas Mortati Date: 02/24/2025

Name/Title: Nicholas Mortati, President

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

Consultant Services Contract

This Agreement is entered into this 9th day of June 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 **Career & Employment Options** (hereinafter the "CONSULTANT"), having a principal mailing address of **3750 Express Drive S., Suite 200, Islandia, NY 11749**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

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.

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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.

Career & Employment Options
3750 Express Drive S, Suite 200
Islandia, NY 11749

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Anthony Ferrara

Print Name: Elizabeth T. Lanni-Hewitt

Title: President/CEO

Title: President, Board of Education

Date: May 7, 2025

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Career & Employment Options

Supplemental Agreement dated this 9th day of June **2025** between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Career & Employment Options** (the “Contractor”) located at **3750 Express Drive S., Suite 200, Islandia, NY 11749**.

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.

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- 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/sls/documentation/NYSEDstudentData.xls>

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

Career & Employment Options
3750 Express Drive S, Suite 200
Islandia, NY 11749

WESTHAMPTON BEACH UFSD

By: 

Print Name: Anthony Ferrara

Title: President/CEO

Date: May 7, 2025

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials AF

Career & Employment Options

3750 Express Drive S, Suite 200

Islandia, NY 11749

Phone (631) 234-6064 | Fax (631) 234-6081

www.ceoincworks.com

APPENDIX A

2025-2026 Service Descriptions

Transition:

Career Counseling:

- Focus upon CDOS related skills that follow the CEO curriculum "Career Services for Students *In & Beyond* Special Education". "Career Services..." contains over one hundred lessons relating to CDOS and career related skills.
- Student services include the provision of student specific goals and objectives consistent with the student's IEP as well as maintaining records of the student specific **accomplishments**, efforts, and demonstrated need for additional instruction. This information will be provided to the CSE for the development of the IEP. The provision of written information to school personnel in the format of a report is an indirect service which is included in the per session rate. Indirect student services can include the review and/or development of the preliminary transition services plan, Career Plan, Student Exit Summary, Employability Profile, as well as other transition assessments. Also included in the per session rate would be the review of the IEP, the psychological, and any other vocational evaluation provided by the district to develop that plan as well as any preparation required for the student lesson.

Job Development:

- CEO will support individuals and small groups in securing competitive, integrated employment in the general workforce. Additionally, CEO will assist individuals in exploring self-employment opportunities and navigating Civil Service job options.
- CEO will conduct a full Job Analysis outlining the responsibilities, requirements, and general duties of the roles within each business developed.
- CEO Staff will assist in identifying job opportunities and match employer and participant interests, needs, skills, and experience.

World of Work Tours (WOW):

- Provides students with the opportunity to visit businesses in their community and have a better understanding of who the business hires, why they hire them, and what the criteria are for getting the job. The explanation is provided by the employer to the students after preparation from CEO staff.

Internship:

- Students go to community-based work sites on a rotation arranged by CEO. The number of sites per school year ranges from six to eight sites per year.
 - Up to 5 days per week depending on the needs of the district.
 - For approximately 10-12 weeks per site.
 - The sites can include the following industries:

1. Hospitality	5. Food Services
2. Retail	6. Healthcare
3. Office/Clerical/Library	7. Custodial/Maintenance
4. Horticulture (if available)	8. Childcare

Job Coaching:

- Evaluation and criteria for student preference of employment or career choice will be performed.
- Available employment opportunities or internship options will be discussed and evaluated. Assessment and exploration or development of potential worksites, based on evaluation material may be conducted.
- Any orientation services to the worksite and evaluation of the specific services required by the student to participate in the workplace will be provided. The findings will be provided in written format. These would be considered both direct and indirect student services.
- Progress monitoring towards individual student goals includes providing the district with task analysis, industry standard, determination of student interest through Career Interest Inventories, transportation strategies, career planning, crisis intervention, and onsite advocacy.
- Job coaching would include job placement services and on-site training.
- One-to-one sessions meet the needs of students who may not function well within a group setting.

Travel Training¹:

- Travel Training is designed to teach students with disabilities how to travel safely and independently on public transportation systems. CEO's comprehensive Travel Training program pairs eligible students or student groups with a trained and qualified CEO Consultant. Consultants utilize our comprehensive curriculum to assist students in learning how to navigate various forms of public transportation, as well as read and understand bus/train schedules and time management. A major emphasis of all Travel Training programs is safety, including street safety, community safety, and individual safety.

Community Access:

- This service is typically offered on days when students are not participating in work-based learning experiences. For example, if a group engages in community-based work experiences three to four days per week, at least one day of the week is dedicated to community access activities.
 - Utilize sites that the student's family frequents.
 - Financial Literacy as it pertains to Travel Training.
 - Use of DMV services for Identification cards, and/or permit information.
 - Use of the public library, post office, local banks, and volunteer experiences, etc.

Job Placement Services:

- Students will be provided the opportunity for placement during their last year in high school.
- Job placement is within proximity to the student's home and/or accessible via specialized transport.
- Job placement with job coaching that transitions into intermittent site visits of no less than once per week that replicate adult supported employment services.
- CEO will manage and link to ACCES-VR for potential services in Pre-ETS, paid internship, and job placement for a seamless transition.

Career Lab/PAES Lab/Computer Literacy/National Work Readiness²:

- **Career Lab:**
 - **Personalized Guidance:** Specialized counselors help students assess their strengths, interests, and aptitudes, guiding them in selecting career paths suited to their abilities.
 - **Job Search Skills:** Instruction on creating resumes, preparing for interviews, and job search techniques, tailored to each student's needs.
 - **Workplace Readiness:** Support in developing soft skills like communication, teamwork, and time management, which are critical for success in the workplace.

¹ Can include SCAT, ABLE, Public Bus and Train, Uber and Lyft rides, Suffolk on Demand, and HART Services.

² Included in rate: Services as well as documentation, and arrangement of guest speakers.

- **PAES Lab:**

- **Assessment of Work Skills:** Assesses a wide range of work-related skills, including vocational, academic, social, and functional abilities. It provides a comprehensive evaluation of an individual's strengths, weaknesses, and readiness for employment in various settings.
- **Simulated Work Environment:** Simulates real work environments to provide individuals with practical, hands-on experiences. These simulated work tasks allow individuals to explore different job roles and industries in a controlled setting. Individuals rotate through different workstations or tasks, completing a variety of job-related activities. This rotation allows individuals to sample different job tasks, develop new skills, and identify areas of interest or aptitude.
- **Transition Planning:** The PAES Lab supports transition planning for individuals with disabilities as they prepare to transition from school to work or adult life. It helps identify vocational strengths and areas for growth, inform Individualized Education Program (IEP) goals, and facilitate post-school transition planning and decision-making.
- **Collaboration and Communication:** The PAES Lab encourages collaboration and communication among participants, instructors, and support staff. Participants learn to work independently and collaboratively, follow directions, and communicate effectively with others in a work setting.

- **Computer Literacy:**

- **Basic Skills:** Instruction on fundamental computer skills, including word processing, spreadsheets, internet navigation, and email communication.
- **Software Training:** Focused lessons on industry-standard software relevant to specific job sectors.

- **National Work Readiness:**

- **Structured Learning:** Courseware provides a comprehensive curriculum that includes modules on work ethics, responsibility, professional behavior, and specific job skills.
- **Skill Development:** Prepares students for the workforce by teaching essential skills like problem-solving, task prioritization, and job-specific knowledge.
- **Assessments and Certification:** Students complete assessments that evaluate their understanding of key work readiness concepts, with the potential for certification to validate their skills for employers.

Unward Options: Post Secondary Preparation Training – Individual or small group up to four students:

- Addresses the transition needs of students with disabilities who are expecting to go to college or other post-secondary options but have a need for more specific and ongoing support.
- A CEO staff person would coordinate the development of the groups and arrange any family meetings.
- The following briefly summarizes the service.
 - Knowledge and skills to better understand their IEP and support services.
 - Capacity to better understand and improve their Executive Functioning and Self Determination skills.
 - Career exploration skills that include resume/portfolio dev. and school application assistance.
 - A Student Exit Summary plan that includes the skills necessary for post-secondary education.
 - Self-Advocacy skills for post-secondary and development of 504 Awareness and Instruction.
 - A session is considered one period as defined by the district.
 - A session shall consist of no more than four students.

Vocational Life Skills – School Year – Group (3 to 10 Students):

- This program is designed to provide a full suite of transition services (career counseling, vocational training, work experience, community access training, travel training, and daily living acquisition) for Alternate Assessment students at a flat rate. Parameters typically include:
 - Number of students: 3-10
 - Hours per day: 4-5
 - Days per week: 4-5

Assessments:

Level I Assessment: Designed to explore a student's career interests, strengths and potential employment pathways. It assesses basic work-related skills and abilities, identifies potential barriers and accommodations needed for employment. It may include brief observations, surveys, or interviews.

Level II Specialized Assessment: A more in-depth assessment of a student's career interests, strengths, and skills. It helps guide students in making informed decisions about their career path and any educational or training requirements for those careers. It uses standardized/normed instruments, including interest inventories, aptitude tests and hands on work samples.

Level II Full Battery Assessment: A more comprehensive evaluation that includes multiple tools to assess academic abilities, cognitive function, and emotional or behavioral aspects. It is typically used when there is a need to understand a student's overall academic performance which includes basic language and a math assessment.

Level II Expanded Fully Battery Assessment: Useful when there are concerns that a student may have more than one area of difficulty affecting their learning or development. It helps to identify underlying issues such as learning disabilities, mental health concerns, or cognitive processing delays, and provides a clearer picture for designing appropriate interventions, accommodations, or specialized educational plans. This also includes the Behavior Rating Inventory of Executive Functioning (BRIEF).

Level III Diagnostic Situational Assessment: A work assessment that provides real-world hands-on work experiences in community or school-based settings. It is an advanced and highly specialized evaluation aimed at identifying specific and often complex learning, behavioral, or emotional challenges that may be affecting a student's performance. This assessment is typically conducted for students with significant disabilities or multifaceted needs who require detailed planning for post-school employment or independent living.

Assistive Technology Evaluations: Evaluations that provide a clear and concise report on the needs of the student and how to implement support services for that need. It is a thorough and individualized process that will empower students to become more independent learners. This evaluation helps identify the types of assistive technology tools or devices that can enhance the student's ability to access the curriculum, communicate, and engage in tasks they might otherwise struggle with due to a disability or other challenges.

Assistive Technology Consulting: Training for students, families, and staff in the implementation of the recommendation of Assistive Technology Evaluations. Training provided regarding the use of equipment and other Assistive Technology devices. A session of one hour may include direct student/staff/family contact time for the duration of the district defined period, as well as indirect student service for the remainder of the session. Indirect student service time includes the provision of student specific goals and objectives consistent with the student's IEP as well as the maintenance of the record of the student specific accomplishments, efforts, and demonstrated need for additional instruction. The findings will be provided in written format and considered part of the hourly rate.

Transition Consulting Services:

National Work Readiness Test Administered:

- The National Work Readiness Test enables a student to receive their CDOS credential upon passing. It requires approximately 2 hours during testing. It must be performed at a certified site. CEO's office is a certified NWRT site.

Benefits Planning Consultation Services:

- Performed by a Benefits and Works Practitioner certified through Cornell University.
- Provide families with information and strategies regarding Social Security Administration issues such as SSDI, SSI, Medicaid, and other potential problems families encounter.
- Assist families in the determination process with Social Security Administration.
- Identify potential options for families regarding entitlements.
- The findings will be provided in written format and considered part of the hourly rate.

CSE and Annual Review:

- CSE and Annual Review attendance and support services to assist the district in the implementation and clarification of needed services.

Linkages:

- Includes: ACCES-VR, (Adult Career and Continuing Education Services-Vocational Rehabilitation) OPWDD (Office of People with Developmental Disabilities), OMH (Office of Mental Health), NYSCB (New York State Commission for the Blind), SSA (Social Security Administration, Medicaid etc.), and DOL (Department of Labor).

Parent Training:

- Training to assist parents to better understand vocational and career planning in transition.
- Enable parents to better understand adult service models to act in partnership with adult service providers.

Staff Development Services:

- Staff training which includes a comprehensive, clear, and accessible overview of transition services.
- Staff training for linkages to all adult services including ACCES/VR, OPWDD, and PAES Lab.
- Staff training for "Levels of Assessment". Included is instruction on Level I, II and III Voc. Assessments (purpose and implementation).

Transition Group Summer Rates:

Vocational Life Skills – 1st & 2nd month of Summer Group (3 to 10 students)

- This program is designed to provide a full suite of transition services (career counseling, vocational training, work experience, community access training, travel training, and daily living acquisition) for Alternate Assessment students at a flat rate. Parameters typically include:
 - Number of students: 3-10
 - Hours per day: 4-5
 - Days per week: 4-5

Career & Employment Options

3750 Express Drive S, Suite 200
Islandia, NY 11749
Phone: (631) 234-6064 | Fax (631) 234-6081
www.ceoincworks.com

APPENDIX B 2025-2026 Rate Sheet

Service	Rate
Transition	
1:1 Career Counseling, Job Development, World of Work Tours (WOW), Internship, Job Coaching, Travel Training, Community Access, and Job Placement Services ¹	\$73.00 per hour
Group of 2: Career Counseling, Job Development, World of Work Tours (WOW), Internship, Job Coaching, Travel Training, Community Access, and Job Placement Services	\$108.00 per hour
Group of 3: Career Counseling, Job Development, World of Work Tours (WOW), Internship, Job Coaching, Travel Training, Community Access, and Job Placement Services	\$134.00 per hour
Career Lab/PAES Lab/Computer Literacy Classes/National Work Readiness Preparation	\$105.00 per hour
Upward Options: Post Secondary Preparation Training – Individual or small group up to 4 students.	\$105.00 per hour
Vocational Life Skills – School Year - Group (3 to 10 students) ²	\$1,950.00 per student per month for up to 8 students; \$720.00 per month for additional students
Assessments	
Level I Assessment (approximately 4 hours to complete)	\$105.00 per hour
Level II Specialized Career Assessment	\$618.00 per assessment
Level II Full Battery Assessment	\$875.00 per assessment
Level II Expanded Full Battery Assessment	\$1,415.00 per assessment
Level III Diagnostic Situational Assessment (1 student minimum) 10-14 hours	\$1,620.00 per assessment
Assistive Technology (AT) Evaluation	\$1,415.00 per evaluation
Assistive Technology (AT) Consultation	\$146.00 per hour
Transition Consulting Services	
National Work Readiness Test Administered	\$146.00 per hour
Benefit Planning Consultation Services	\$146.00 per hour
CSE and Annual Review	\$146.00 per hour
Linkages	\$146.00 per hour
Parent Training	\$146.00 per hour

¹ 1:1 includes in-school as well as out-of-district services.

² Vocational Life Skills Groups capped at ten (10) students.

Staff Development Services	\$146.00 per hour
Transition Group Summer Rates	
Vocational Life Skills – 1 st month of Summer Group (3 to 10 students) ³	\$1,950.00 per student per month for up to 8 students; \$720.00 per month for additional students
Vocational Life Skills – 2 nd month of Summer Group (3 to 10 students) ³	\$1,950.00 per student per month for up to 8 students; \$720.00 per month for additional students

³ Vocational Life Skills Groups capped at ten (10) students

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

Consultant Services Contract

This Agreement is entered into this 9th day of **June 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 **Consulting That Makes A Difference, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **1070 Middle Country Road, Suite 7, Box 223, Selden, NY 11784**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26 , inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation

Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

- d. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
 - e. Umbrella/Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.
6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Consulting That Makes A Difference, Inc.
1070 Middle Country Road, Suite 7, Box 223
Selden, NY 11784

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: _____ Diane Ripple _____

Print Name: _ Elizabeth T. Lanni-Hewitt _

Title: _____ President _____

Title: __ President, Board of Education ____

Date: 5-14-25

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Consulting That Makes A Difference, Inc.

Supplemental Agreement dated this 9th day of June 2025 , between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Consulting That Makes A Difference, Inc.** (the "Contractor") located at **1070 Middle Country Road, Suite 7, Box 223, Selden, NY 11784**.

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.

Consulting That Makes A Difference, Inc.
1070 Middle Country Road, Suite 7, Box 223
Selden, NY 11784

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: _____ Diane Ripple _____

Print Name: ___ Elizabeth T. Lanni-Hewitt ___

Title: _____ President _____

Title: __ President, Board of Education ____

Date: 5-14-25

Date: _____

APPENDIX A

Rate Sheet for 2025-2026

In-Person Services

Service	Details	Fee
Coaching	Up to 3 hours	\$495
Coaching	3-6 hours	\$940
Workshop	Up to 1 hour	\$805
Workshop	1-3 hours	\$1410
Workshop	3-6 hours	\$2410

Virtual Services

Service	Details	Fee
Coaching	Up to 3 hours	\$445
Coaching	3-6 hours	\$855
Workshop	Up to 1 hour	\$545
Workshop	1-3 hours	\$1140
Workshop	3-6 hours	\$2180

Other Services

Service	Details	Fee
Attending Team Meeting	Hourly Rate (in-person or virtual)	\$175
Attending CSE Meeting	Hourly Rate (in-person or virtual)	\$175
Individual Student Consultation	Hourly Rate (in-person or virtual)	\$175
Home Services	Hourly Rate (in-person or virtual)	\$175
Program Evaluation	Hourly Rate (in-person or virtual)	\$175



ORIGINAL

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Consultant Services Contract

This Agreement is entered into this 9th day of **June 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 **Community Care Companions, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **300 West Main Street, Smithtown, NY 11787**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/6/26, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation

Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

- d. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

- 6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Community Care Companions, Inc.
300 West Main Street
Smithtown, NY 11787

By: 

Print Name: Marcos Maltez

Title: COO

Date: 4/29/2025

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Community Care Companions, Inc.

Supplemental Agreement dated this 9th day of **June 2025**, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Community Care Companions, Inc.** (the "Contractor") located at **300 West Main Street, Smithtown, NY 11787**.

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.

Community Care Companions, Inc.
300 West Main Street
Smithtown, NY 11787

By: 

Print Name: Marcos Maltez

Title: Chief Operating Officer

Date: 4-29-25

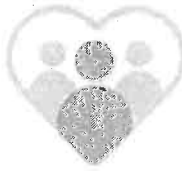
WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____



Community Care

HOME HEALTH SERVICES

APPENDIX A

RATE SHEET

	RATE
Registered Nurse	\$75.00
Licensed Practical Nurse	\$60.00
Home Health Aide	\$35.00

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

Consultant Services Contract

This Agreement is entered into this 9th day of **June 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 **Family Service League** (hereinafter the "CONSULTANT"), having a principal mailing address of **790 Park Avenue, Huntington, NY 11743**.

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) The contractor's mental health clinics will provide off-site psychiatric evaluations to be scheduled on a priority basis. Copies of the completed psychiatric evaluations including recommended treatment follow-up will be provided to The Company.
2. CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Department of Education.
3. CONSULTANT hereby represents that he is duly licensed and/or certificated to perform the services set forth in this Agreement. CONSULTANT shall provide the appropriate proof of any applicable license or certification.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner. CONSULTANT shall obtain any necessary documents from the New York Teachers Retirement System to perform services as a retiree, if applicable.
5. CONSULTANT shall comply with the provisions of the Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students.
6. CONSULTANT acknowledges that the DISTRICT retains supervisory control over him to the same extent as if CONSULTANT were employed by the District.

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: **\$500 per psychiatric evaluation to be billed to the school on a monthly basis.**

E. INSURANCE

1. 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.

Initials 

- 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.

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

By:  _____

Print Name: Karen Boarshtein

Title: President + CEO

Date: 4/30/25


WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials  _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Family Service League, Inc.

Supplemental Agreement dated this 9th day of **June 2025**, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Family Service League, Inc.** (the "Contractor") located at **790 Park Avenue, Huntington, NY 11743**.

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

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

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

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

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

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

- c. "Student" means any person attending or seeking to enroll in an Educational Agency.
- d. "Student Data" means Personally Identifiable Information of a "Student."
- e. "Eligible Student" means a Student who is eighteen years or older.
- f. "Parent" means a parent, legal guardian, or 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.

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

By:  _____

Print Name: Karen Boonstein

Title: President + CEO

Date: 4/30/25

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials  _____

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

Consultant Services Contract

This Agreement is entered into this 9th day of June **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 **Laura Grable** (hereinafter the "CONSULTANT"), having a principal mailing address of **28 Plain View Drive, Wading River, NY 11792**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: \$80 per hour.

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.

Laura Grable
28 Plain View Drive
Wading River, NY 11792

WESTHAMPTON BEACH UFSD

By: *Laura Grable*

By: _____

Print Name: _____ *Laura Grable* _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: *Consultant*

Title: President, Board of Education

Date: *May 5, 2025*

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Laura Grable

Supplemental Agreement dated this 9th day of June **2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Laura Grable** (the "Contractor") located at **28 Plain View Drive, Wading River, NY 11792**.

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.

Laura Grable
28 Plain View Drive
Wading River, NY 11792

WESTHAMPTON BEACH UFSD

By: *Laura Grable*

By: _____

Print Name: _____ *Laura Grable* _____

Print Name: ___ *Elizabeth T. Lanni-Hewitt* ___

Title: *Consultant*

Title: ___ *President, Board of Education* ___

Date: *May 5, 2025*

Date: _____



LAURMGR-01

DLOCURTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Libardi Service Agency Inc. 100 Stewart Avenue Hicksville, NY 11801	CONTACT NAME:	
	PHONE (A/C, No, Ext): (516) 333-3611 FAX (A/C, No): (516) 997-0816	
	E-MAIL ADDRESS: info@libardi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Casualty Ins Co	42846
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Laura M. Grable
28 Plain View Drive
Wading River, NY 11792

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		L259002808-4	2/8/2025	2/8/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
West Hampton Beach UFSD is listed as Additional Insured on the General Liability policy as per Form #CG2026

CERTIFICATE HOLDER

CANCELLATION

West Hampton Beach UFSD
340 Mill Rd
Westhampton Beach, NY 11978

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Consultant Services Contract

This Agreement is entered into this 9th day of **June 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 **Health Source Group** (hereinafter the "CONSULTANT"), having a principal mailing address of **25 Newbridge Road, Suite 312, Hicksville, NY 11801**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26 , inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

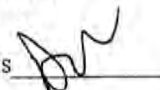
1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) TO PROVIDE SERVICES PER THE RFP FOR SPECIAL EDUCATION AND RELATED EDUCATIONAL SERVICES.
2. CONSULTANT shall perform all services under this Agreement in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

D. COMPENSATION

1. CONSULTANT shall submit invoices for payment on a monthly basis. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: **SEE RATES AND TERMS 2025-2026.**

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.

BN

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

Health Source Group
25 Newbridge Road, Suite 312
Hicksville, NY 11801

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Danielle Nelson

Print Name: Elizabeth T. Lanni-Hewitt

Title: Executive Business Admin

Title: President, Board of Education

Date: 5/15/25

Date: _____

Initials 

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Health Source Group

Supplemental Agreement dated this 9th day of **June 2025**, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Health Source Group** (the "Contractor") located at **25 Newbridge Road, Suite 312, Hicksville, NY 11801**.

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.

Health Source Group
25 Newbridge Road, Suite 312
Hicksville, NY 11801

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Danielle Nelson


Print Name: Elizabeth T. Lanni-Hewitt

Title: Executive Business Admin

Title: President, Board of Education

Date: 5/15/25

Date: _____

Initials 



HEALTH SOURCE GROUP

25 Newbridge Road
Suite 312
Hicksville, NY 11801

Phone: (516) 605-1310
Fax: (516) 605-1306
www.healthsourcegroup.com

RATES AND TERMS 2025-2026

RN - Health Office Coverage	\$68/HR
RN - Skilled Nursing Services for Special Needs Student	\$71/HR
RN – Field Trips/Overnight School Trips	\$71/HR
RN Visit - Dispense Meds	\$127 Per Visit
LPN	\$51/HR
CNA	\$33/HR
Paraprofessionals / Teacher's Aide	\$29/HR
Home Health Aides (HHA) / Personal Care Aide	\$29/HR
Teachers Assistant	\$34/HR
ABA (Certified)	\$153/HR
Proctor (Exams)	\$31.50/HR
Resource Room Teacher	\$63/HR
Social Worker	\$63/HR
Student Transportation (CNA/Para Only)	\$51/HR (2 Hour Minimum Each Way)
Student Transportation (LPN Only)	\$72/HR (1 Hour Minimum Each Way)
Student Transportation (RN Only)	\$92/HR (1 Hour Minimum Each Way)
Occupational Therapist/Physical Therapist	\$98/HR
Speech Therapist	\$98/HR



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www.healthsourcegroup.com

TERMS 2025-2026

There is a 4-hour minimum per day for a nurse or HSG Professional's assignment(s) with the exception of therapy services. If the nurse or HSG Professional works less than 4 hours in a day, HSG will invoice school district 4 hours at the above rate. Additional terms and conditions are incorporated within this agreement.

If the same nurse or HSG Professional works at a Client more than 40 billable hours during any week, HSG will bill Client 1.5 times the rates above (time and a half) to account for overtime.

If Client has a requirement for hiring any HSG Professional, it must make the request for consent to HSG in writing prior to approaching any HSG Professional. HSG's permanent placement finder's fee billable to client is: 25% fee of the annual agreed salary offered by Client to HSG's Professional via HSG.

HSG's Payment Terms: Invoices Are Due Upon Receipt.

School District will be responsible for arranging transportation of the nurse back to his or her car after each part of the assignment and the School District will be invoiced for the time it takes the nurse or HSG Professional to transport the student from the home (or from the school) and then back to the nurse or HSG Professional's vehicle.

This service is only for students needing a nurse or HSG Professional on the bus ride to and/or from school and NOT in school during the day. If a nurse or HSG Professional must stay beyond the IEP/ scheduled school hours, HSG reserves the right to bill School District for the extra time involved.

If the nurse or HSG Professional must stay beyond the student's scheduled IEP or school hours, HSG reserves the right to bill School District for the extra time involved.

In case of a student's unreported absence from a session the school district will be billed unless 2 hours advance notice of the student's absence is given to HSG.

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

Consultant Services Contract

This Agreement is entered into this **9th** day of **June 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 **Home Care Therapies, LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions** (hereinafter the "CONSULTANT"), having a principal mailing address of **20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801**.

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation

Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

- d. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

- 6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. NO-HIRE

The DISTRICT agrees not to directly or indirectly hire or to use the services of any professional staff assigned to it by the CONTRACTOR within one (1) year after the last date of the professional staff's assignment. In the event the DISTRICT either: (i) employs any CONTRACTOR's staff on a permanent or temporary basis, (ii) uses any CONTRACTOR's staff services in a consulting or freelance capacity, or (iii) uses any CONTRACTOR's staff services through another staffing agency, the DISTRICT agrees to pay Horizon liquidated damages of the higher of: (1) CONTRACTOR's lost income as a result of the direct or indirect hire, or (2) the calculated placement fee from the schedule below. It is hereby agreed that said liquidated damages are reasonable and appropriate to compensate CONTRACTOR for the introduction fee associated with the referral.

In the event one of the CONTRACTOR's staff members is utilized more than an accumulated 1200 hours through CONTRACTOR, the CONTRACTOR will waive permanent placement fees if the DISTRICT chooses to hire the individual directly.

The permanent placement fees (temp to perm) below are to be paid by the DISTRICT: If the DISTRICT decides to hire a Horizon Staff person furnished by the CONTRACTOR, the DISTRICT agrees to pay:

25% of the CONTRACTOR's staff person's annual salary if they are hired before the person has worked 0-400 hours.

15% of the CONTRACTOR's staff person's annual salary if they are hired and the person has worked 401-800 hours.

10% of the CONTRACTOR's staff person's annual salary if they are hired before the person has worked 801-1200 hours.

0% of the CONTRACTOR's staff person's annual salary if they are hired after the person has worked 1200 hours.

H. SUCCESSORS AND ASSIGNS

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

I. 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.

J. 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.

K. 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.

L. 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.

Home Care Therapies, LLC
dba Horizon Healthcare Staffing and
Horizon Staffing Solutions
20 Jerusalem Avenue, 3rd Floor
Hicksville, NY 11801

By: *Lina Longo, EVI*
Print Name: *Lina Longo, EVI*
Title: *DIRECTOR*
Date: *4/29/2025*

WESTHAMPTON BEACH UFSD

By: _____
Print Name: Elizabeth T. Lanni-Hewitt
Title: President, Board of Education
Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Home Care Therapies, LLC

Supplemental Agreement dated this **9th** day of **June 2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Home Care Therapies, LLC dba Horizon Healthcare Staffing and Horizon Staffing Solutions** (the "Contractor") located at **20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801**.

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.

Home Care Therapies, LLC
dba Horizon Healthcare Staffing and
Horizon Staffing Solutions
20 Jerusalem Avenue, 3rd Floor
Hicksville, NY 11801

By: Tina Longo, CWT

Print Name: Tina Longo, CWT

Title: DIRECTOR

Date: 4/29/2025

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Westhampton Beach are valid through June 30, 2026. The rate schedule is subject to yearly rate increases and will be based on Westhampton Beach approval for each subsequent year.

Homecare Therapies LLC/dba Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions
Services and Rates
2025-2026

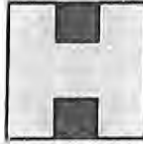
Registered Nurse (RN)	\$83.00 per hour	– Health Office / Trip
Registered Nurse (RN)	\$86.00 per hour	– 1:1 (Skilled Nursing Services)
Registered Nurse Specialty	\$90.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
RN Overnight School Trips	\$83.00 per hour	– Day Hours (7:30 am- 8:30 pm)
	\$11.00 per hour	– On-Call hours (8:30 pm-7:30 am) ****
Registered Nurse Visit (dispense meds)	\$150.00 per hour	
Licensed Practical Nurse (LPN)	\$69.00 per hour	– Health Office / Trip
Licensed Practical Nurse (LPN)	\$71.00 per hour	– 1:1 (Skilled Nursing Services)
Licensed Practical Nurse (LPN) Specialty	\$74.00 per hour	– 1:1 (enhanced nursing services for medically fragile special needs students) *
Certified Nursing Assistant (CNA)	\$40.00 per hour	
Home health Aide (HHA)	\$40.00 per hour***	
Paraprofessional- 1:1	\$38.00 per hour ***	
Paraprofessional- 2:1 or greater	\$42.00 per hour***	
Student Transportation ONLY-RN	\$110.00 per hour	(1.5 hour minimum each way) **
Student Transportation ONLY- LPN	\$95.00 per hour	(1.5 hour minimum each way) **
Student Transportation ONLY-CNA/ PARA	\$70.00 per hour	(2.0 hours minimum each way) **
School Psychologist (Ph.D.)	\$170.00 per hour	
School Psychologist (MS)	\$136.00 per hour	
Social Worker	\$75.00 per hour	
BCBA – (BS)	\$88.00 per hour	
BCBA – (MS)	\$105.00 per hour	
BCBA – (Ph.D.)	\$130.00 per hour	
Registered Behavioral Technician (RBT)	\$80.00 per hour	(visit one hour minimum)
Registered Behavioral Technician (RBT)	\$360.00 day rate	(flat rate- full day minimum up to 7.0 hours)
ABA Evaluations	\$150.00 per hour	(one hour minimum per evaluation)
Teaching Assistant (certified)	\$55.00 per hour	
Teacher's Aide (non-certified)	\$43.00 per hour	

* Registered Nurse/ Licensed Practical Nurse Specialty requested for a student will need additional authorization.

** This service is only for students needing a clinician on the bus ride to and from school and NOT in school during the day.

*** Often individuals with these titles do not have a car to travel to the assignment. School may authorize, in writing, up to \$40 per day in travel reimbursement that would be paid to the assigned individual. This would be added to the invoice.

**** If the clinician's services are required during the on-call hours, the rate will be \$83.00 per hour for the duration of the time the nurse's services is required.



Horizon Group

- If the same clinician works in the School District more than 40 hours a week, Horizon will bill 1.5 times the rates above to account for overtime.
- The minimum daily school assignment (s) is four (4) hours. School or trip assignments lasting less than four (4) hours will be billed for the entire four (4) hours.
- Cancellation: School may cancel a scheduled shift up to twelve (12) hours prior to the scheduled shift; otherwise, a 50% charge will be billed for the lost shift wages.
- If a clinician must stay beyond the student's IEP / scheduled school hours, Horizon reserves the right to bill School District for the extra time involved.



Horizon Group

Related Educational Services – Session Rates

Occupational and Physical Therapist	\$69.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$69.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student. *
	\$230.00	per evaluation
CSE Consultation/ Meetings for OT, PT, ST	\$60.00	per thirty (30) minute session (billing will be prorated for longer sessions) *
PTA and COTA	\$58.00	per thirty (30) minute individual session at one site for two (2) or more students.
	\$58.00	per group of 1 in a thirty (30) minute group session. \$18.00 for each additional student. *
Speech Therapist	\$76.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$76.00	per group 1 in a thirty (30) minute group session. \$25.00 for each additional student. *
Speech Therapist – Bi- Lingual	\$82.00	per thirty (30) minute individual session at one site for 2 or more students.
	\$82.00	per group of 1 in a thirty (30) minute group session. \$25 for each additional student. *
	\$90.00	per evaluation
Prepare Annual / Quarterly Reports	Billed at \$60 per half hour	

*Mandates of more than thirty (30) minutes will be prorated.

- When Occupational, Physical, and or Speech Therapy Services are provided for one single student at a site or home based the rate is \$110.00 per thirty (30) minute session.



Horizon Group

Please be advised that the rate schedule being submitted by Home Care Therapies d/b/a Horizon Healthcare Staffing and affiliate Horizon Staffing Solutions for Westhampton Beach are valid through June 30, 2026. The rate schedule is subject to yearly rate increases and will be based on Westhampton Beach for each subsequent year.

AS AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, I AGREE WITH THE TERMS OF THIS CONTRACT.

Attest:

Tina Longo, CVU 4/29/25

Tina Longo, CVU
Director of Medical Services and Marketing
Horizon Healthcare Staffing

Print Name (Authorized)

Date

Signature

Date

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

Consultant Services Contract

This Agreement is entered into this 9th day of **June 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 **Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of **1400 Old Country Road, Suite C103N, Westbury, NY 11590**.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26 , inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

1. **CONSULTANT** shall submit invoices for payment on a monthly basis. The DISTRICT shall pay **CONSULTANT** within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the **CONSULTANT**. Said invoice shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified.
2. Compensation shall be at the rate of: **See Schedule 2, "2025-2026 Rate Sheet"**.

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.

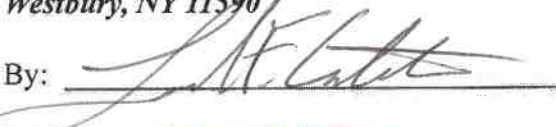
K. ENTIRE AGREEMENT

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.

**Kidz Educational Services, SLP, OT, PT,
LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC**
1400 Old Country Road, Suite C103N
Westbury, NY 11590

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Dr. Leonard F. Caltabiano


Print Name: Elizabeth T. Lanni-Hewitt

Title: CEO

Title: President, Board of Education

Date: 4/30/25

Date: _____

Initials 

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Kidz Educational Services

Supplemental Agreement dated this 9th day of **June 2025**, between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLCC** (the "Contractor") located at 1400 Old Country Road, Suite C103N, Westbury, NY 11590.

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.

*Kidz Educational Services, SLP, OT, PT,
LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC
1400 Old Country Road, Suite C103N
Westbury, NY 11590*

By: _____

Print Name: Dr. Leonard F. Caltabiano

Title: CEO

Date: 4/30/25

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

SCHEDULE 1

Services

Where upon CONSULTANT will provide the following “**Services and Evaluations**” to the DISTRICT, including but not limited to:

- Aides/Behavior Technician
- Behavior Intervention Services
- Consultant Teacher
- Consultations
- Counseling
- Diagnostic Evaluations
- Functional Behavior Assessments
- Hearing Services
- Home Instruction at Alternate Locations - Enhanced Behavior Support Services
- Home Instruction
- Needs Assessment
- Occupational Therapy
- Orientation & Mobility Services
- Parent Training
- Physical Therapy
- Resource Room
- Special Education Services
- Speech Therapy
- Trainings
- Transition Planning
- Vision Services

RECEIVED

MAR 20 2025

Schedule 2
WESTHAMPTON BEACH UFSD
2025 - 2026 Long Island Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

SERVICES:

2/27/2025

Home Instruction - at Enhanced Behavior Support Services		
Behavior Intervention Services - Alternate Location & CSE & Team Mtgs	** (1)	\$153.00 per Student/per 60 minutes
Behavior Intervention Services - Alternate Location Additional Supports	** (1)	\$113.00 per Student/per 60 minutes
EBSS Location-Rel Svc Direct/Consult: ST, CSL, OT & PT & CSE & TEAM Mtgs	(1)	\$70.00 per Student/per 30 minutes
EBSS Location: Parent Training and CSE & TEAM Mtgs	(1)	\$159.00 per Student/per 60 minutes
Behavior Assessment, Intervention & Support Services		
		Rate Per 60 Minute Session
BIS and CSE & TEAM Meetings (Home)		\$125.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings (School)		\$133.00
BIS/Behavior Consultant/BIS-Consult and CSE & TEAM Meetings - BCBA/Doctoral (School/Home)		\$160.00
Needs Assessment and CSE & TEAM Meetings (5 hour limit including writeup)		\$160.00
Parent Training and CSE & TEAM Meetings		\$135.00
Bilingual Parent Training and CSE & TEAM Meetings		\$175.00
BT/BIS Supervision (when requested by district) and CSE & TEAM Meetings, Direct/Indirect Supervision	(2)	\$160.00
1:1 AIDE/PT/Paraprofessional Services in School	(2)	\$58.00
1:1 Teacher Assistant/RBT Services in School	(2)	\$63.00
RBT Training Program: Includes training and oversight for School District Staff		Pricing available upon request
Functional Behavior Assessment (FBA)		Rate Per 60 Minute Session
FBA by Behavior Consultant: Observation, Data Collection, Processes (10 hour minimum)		\$133.00 plus Report
FBA by BCBA/Doctoral: Observation, Data Collection, Processes (10 hour minimum)		\$160.00 plus Report
Functional Behavior Assessment/Behavior Intervention Plan Reports NOT INCLUDED SEE EVALUATION RATE SHEET		See Eval Rates
Special Education Services - (Resource Room, Consultant Teacher)		
		Rate Per 60 Minute Session
Individual School Services: Resource Room/Consultant Teacher/Proctoring and CSE & TEAM Meetings		\$125.00
Group School Services: Resource Room/Consultant Teacher/Proctoring (Min. 2 - Max. 5 Students)*		\$65.00 per Student*
Individual Reading Specialist and CSE & TEAM Meetings		\$160.00
Group Reading Specialist (Min. 2 - Max. 5)*		\$80.00 per Student*
Individual Home Services: Specialized Instruction and CSE & TEAM Meetings		\$125.00
Related Services - (Speech, Occupational, Physical, Counseling Therapy)		
		Rate Per 30 Minute Session-pro-rated
Individual School Services: Speech Therapy/Consult and CSE & TEAM Meetings		\$44.88
Individual School Services: Occupational Therapy/Consult and CSE & TEAM Meetings		\$44.88
Individual School Services: Physical Therapy/Consult and CSE & TEAM Meetings		\$44.88
Individual School Services: Counseling and CSE & TEAM Meetings		\$60.00
Home, Private Parentally Placed Services: OT/PT/ST or Cross Contracting with other district (Group or IND) & CSE or TM		\$56.10 per Student **
Individual Home Services: Counseling and CSE & TEAM Meetings		\$75.00
Group School Services: ST & OT (Min. 2 - Max. 5 Students)*		\$33.66 per Student**
Group School Services: PT (Min. 2 - Max. 5 Students)*		\$33.66 per Student**
Group School Services: Counseling (Min. 2 - Max. 5 Students)*		\$37.00 per Student*
Related Services Intervention Push-In Classroom/Support/OTI or OTC Model & CSE or Team Meeting		\$48.96 per 30 minute push-in
Rd(MTSS) OT/PT Support: Tier 1 or Tier 2		\$48.96
Bilingual Individual School Services: ST/OT/PT/CSL Direct or Indirect CSE & TM		\$80.00
Bilingual Group School Services: ST/OT/PT/CSL Direct or Indirect (Min. 2 - Max. 5 Students)*		\$55.00 per Student*
Assistive Technology/AAC Consult, Lidcombe or Prompt Program and CSE & TEAM Meetings		\$95.00
Vision/Orientation and Mobility and CSE & TEAM Meetings		\$95.00
Teacher of the Deaf (TDF) CSE & TEAM Meetings		\$63.00
DAILY RATE OPTIONS		
		Provider available for 6.0 Hours
Daily Rates Include Individual, Group, Push-in, Consultation & Evaluations ***		Fee Schedule-Per Scheduled Provider
OT		\$665
PT		\$725
ST		\$665
RR		\$665
School Psychologist/Counseling		\$725
Other Services Offered		
Staff Development/Training & Group Parent Training		\$260 hourly rate pro-rated, per speaker
Staff Development Training with CEU's		Additional fees will apply
SBL/SDL Consultation & Training		Pricing Available Upon Request
Translation Services - Spanish Only		\$80.00 per 60 minutes (min. 2 hours)
Translation Services - all other Languages		\$94.00 per 60 minutes (min. 2 hours)

Schedule 2
WESTHAMPTON BEACH UFSD
2025 - 2026 Long Island Rate Sheet

SUBJECT TO CPI INCREASE IN SUBSEQUENT YEARS

Name of Provider: KIDZ EDUCATIONAL SERVICES SLP, OT, PT, LMSW, PSYCHOLOGY, AUDIOLOGY, PLLC

EVALUATIONS:	Rate (per eval)
Central Auditory Processing (CAP-D) *must have additional Audiological	\$884
Auditory Continuous Performance Test (ACPT) *must have additional Audiological	\$360
Audiological	\$208
Assistive Technology	\$1,600
Assistive Augmentive Communication (AAC)	\$550
Functional Behavior Assessment Report (See Service Rate Sheet)	\$260
Behavior Intervention Plan Report (BIP)	\$260
Psychological	\$1,015
ADOS - * must have additional Social History and Classroom Observation	\$714
Social History	\$208
Classroom Observation	\$260
Educational	\$468
Reading	\$520
OT/PT/ST	\$255
PT or OT Screenings	\$102
Vision/ Orientation & Mobility Evaluation	\$495
Bilingual Evaluations	\$156 (additional per evaluation)
CSE Evaluation Meetings or ADOS CSE Meeting	\$140 per 60 minutes
<p>* If IEP states "group" and a group is not available, individual rates will apply until a group is available. If only one student is present for a "group" session, individual rates will apply.</p> <p>** Please note specific rate for BIS at the EBSS Location does not include higher staff to learner ratios (ie: 1:2, 1:3). Additional Supports rates will apply for all hours BIS services are provided.</p> <p>(1) In the event of a learners absence at our EBSS location, services will be billed at noted rate regardless of the length of the absence.</p> <p>If student is unavailable for any scheduled Related Service session due to behavioral interference, the session will be billed as an absence but noted "unavailable."</p> <p>(2) All Paraprofessional Services must include BIS Supervision at rate noted above for frequency of 5% of billable hours unless Bcon hours already exist for the specific setting.</p> <p>The DISTRICT will incur a "No Prescription" charge until an appropriate prescription for IEP mandated Physical Therapy Service is received. OT services will be provided regardless of script unless District notifies prior to inception of services. In the event District requires an OT Rx then District will be charged a No Prescription charge at the rate set forth, no more than 2x a month.</p> <p>Should a student be unavailable for a scheduled session the District will be responsible for payment as if student were present but no more than 2x per month per student at the rate set forth.</p> <p>In the event that a Home provider is not notified of cancellation at least one hour prior to session the District will be billed for absence at the rate set forth (not to exceed more than one hour).</p> <p>The district must complete an FBA Authorization form when requesting an FBA or BIP to be completed for a particular student.</p> <p>At the inception of services done in a school setting a one-time Scheduling charge not exceeding a half hour per student, per mandated service will be charged for each student scheduled to receive services at the rate set forth herein.</p> <p>PT & OT screenings only performed for the districts that have contracted us for those services and only at school locations services are being done.</p> <p>Annual Review writeup/IEP entry when applicable will be charged at the rate set forth above not to exceed the IEP mandate duration.</p> <p>*** Daily rate only applies to a combination of services and evaluations per assigned provider. The evaluations are limited to half of Daily Rate hours (3 hour limit for evals per day).</p> <p>Complete Rehab rates noted above.</p>	

SCHEDULE 3

ENHANCED BEHAVIOR SUPPORT SERVICES (EBSS) ALTERNATE LOCATION PROCESS/PROCEDURES

The following terms and conditions of this Schedule 3 apply to the 2025-2026 Services Agreement between Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC (hereinafter "Kidz Educational Services") and the WESTHAMPTON BEACH UFSD (hereinafter the "School District").

Upon inception of Enhanced Behavior Support Services, a student will enter into a 6-week assessment period in which the clinical staff will further evaluate the student's level of needs. During this 6-week time period the student will be assigned two staff members (1 to 2 ratio) at all times a Primary and an Additional Support staff. At the end of the 6-week assessment period a meeting will be convened to review the student's status and it will be determined if the level of the student's behavioral needs continue to require an Additional Support staff member (1 to 2 ratio), or if the ratio can be reduced to solely the Primary, one-to-one. In some instances, when a student is presenting with more **severe behavioral challenges**, it may be determined to provide additional staff to maintain safety (1 to 3, 1 to 4). **Any additional staff needed will be billed at the Additional Support hourly rate.** The EBSS is not a proper service if the student requires more than 4 staff to maintain safety.

As outlined in our rate sheet, to maintain the quality of our Enhanced Behavior Support Services includes hiring, training, and **maintaining staff for each individual student and a room (physical space)** within our facility, the School District will be **responsible** for full payment of services, even when the student is absent. This applies to all child absences regardless of reason (child, parent, or District). This will reserve the student's placement for receiving services in the event of **excessive absences**.

In the event that the student is absent for **4 consecutive days**, the School District will be notified.

In the event that the student is absent for 2 consecutive weeks, a meeting/tele-conference will be scheduled to determine if Enhanced Behavior Support Services will be maintained or forfeited. If the School District decides to continue student's services, the district will continue to be billed for services.

In the event that the student's services are forfeited, and the School District would like to request the Enhanced Behavior Support Services be resumed at a later date, the student will be reassessed and placement is subject to space availability at that time.

If services are not delivered due to an issue related to Kidz Educational Services (e.g., EBSS Location is closed), then the School District will not be charged for the non-delivery of services.

When a student is transitioning to a new placement and EBSS staff is requested to assist then the EBSS rates will apply.

Data Security and Privacy Plan

As per the Agreement between the undersigned and the School District, this plan must be completed by the Service Provider within 10 days of execution of the Agreement.

1. Describe how you will implement applicable data security and privacy contract requirements over the life of the contract.

The service provider must comply with all district policies and state, federal and local laws, rules, regulations and requirements related to the confidentiality of records and data security and privacy.

Initial hc

2. Exclusive Purposes for Data Use

- a. Please list the exclusive purposes for which the student data [or teacher or principal data] will be used by the service provider include.

Student data will be used for the purpose of providing special education services to the student.

Initial hc

3. Data Accuracy/Correction Practices

- a. Parent [student, eligible student, teacher or principal] may challenge the accuracy of the data by...

Under FERPA, parents have the right to inspect and review the student's education data within 45 days after the school receives a written request for access. They have the right to request an amendment of the student's records that the parent or student believes inaccurate or misleading.

Initial hc

4. Subcontractor Oversight Details

- a. This contract has subcontractors: Yes X No _____

- b. Describe how the contractor will ensure subcontractors abide by data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations:

The service provider must comply with all district policies and state, federal and local laws, rules, regulations and requirements related to the confidentiality of records and data security and privacy.

Initial hc

5. Security Practices

- a. Where is the data stored? (described in such a manner as to protect data security)
Student data will be stored in a locked file cabinet.
- b. The security protection practices taken to ensure data will be protected include:

Electronic Data is stored on the service providers server which is protected by anti-virus, firewall, and is password protected.

Initial LC

6. Contract Lifecycle Practices

- a. The agreement expires June 30, 2026
- b. When the agreement expires,
- i. How long is the student data [or teacher or principal data] retained?
7 years
- ii. How is the student data disposed? by a third party licensed secure vendor

Initial LC

7. Encryption Practices

- a. Data encryption is applied in accordance with Education Law 2-d 5(f)(5)

Yes X No _____

Initial LC

8. Training Practices

- a. Annual training on federal and state law governing confidentiality is provided for all officers, employees, or assignees who have access to student [or teacher or principal data]

Yes X No _____

Initial LC

Kidz Educational Services, SLP, OT, PT, LMSW, Psychology, Audiology, PLLC

Company Name

Leonard F. Caltabiano, Psy.D, CEO

Print Name and Title

Signature of Provider

4/30/25

Date

Return to:
XXXXXX

West Hampton Beach

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

Consultant Services Contract

This Agreement is entered into this **9th** day of **June 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 **Metro Therapy, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **1363-8 Veterans Memorial Highway, Hauppauge, NY 11788.**

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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



C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense
Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation

Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

- d. Professional Errors and Omissions Insurance
\$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work.
- e. Umbrella/Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Auto Liability (where applicable), General Liability and Professional Liability coverages.

- 6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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



G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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



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

Metro Therapy, Inc.
1363-8 Veterans Memorial Highway
Hauppauge, NY 11788

By: 

Print Name: Frank Caliguri

Title: Director of Pediatric Services

Date: 5/6/2025

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Metro Therapy, Inc.

Supplemental Agreement dated this **9th** day of **June 2025** between the **Westhampton Beach UFSD** (the “District”), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Metro Therapy, Inc.** (the “Contractor”) located at **1363-8 Veterans Memorial Highway, Hauppauge, NY 11788**.

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.

Metro Therapy, Inc.
1363-8 Veterans Memorial Highway
Hauppauge, NY 11788

By: 

Print Name: Frank Caliguiri

Title: Director of Pediatric Services

Date: 5/6/2025

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____

Initials 

**"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"**

SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR Westhampton Beach UFSD
(July 1, 2025-June 30, 2026)

THIS SCHEDULE MUST BE ATTACHED TO ANY CONTRACT AWARDED

SERVICE	<i>In-District</i>	OT	PT	ST	Counseling
30- Minute Individual Session (Includes push-ins, pull-outs, consultation and observations)		\$45.00	\$48.00	\$45.00	\$45.00
30- Minute Group Session (Includes push-ins, pull-outs)		\$65.00 for first two students \$30.00 for each additional student			
Whole Classroom Consult – 30 minutes (includes handwriting programs)		\$75.00	\$75.00	\$75.00	\$75.00
<i>Out-of-District: All services except Behavioral, Resource Room, Vision and Hearing provided in the home, private, charter or parochial schools will be billed at the rate of \$52.00 per half hour session per child.</i>					

	OT	PT	ST	Bilingual ST
SCREENINGS	\$50.00	\$50.00	\$100.00	\$150.00

EVALUATION	Monolingual	Bilingual
Occupational Therapy	\$195.00	\$225.00
Physical Therapy	\$195.00	\$225.00
Speech Therapy	\$275.00	\$400.00
Neuropsychological	\$3600.00	
A-DOS	\$700.00	
Psychological	\$600.00	\$700.00
Psychological/Education	\$750.00	\$950.00
Social History	\$100.00	\$200.00
Educational by Psychologist	\$350.00	\$450.00
Educational by Special Educator	\$250.00	\$350.00
Classroom Observation with report	\$125.00	
Assistive Technology/AAC	\$2000.00	
Vision and Hearing	\$400.00	
Central Auditory Processing (CAP)	\$2450.00	
Annual Review Reports	\$50.00	\$60.00

BEHAVIOR INTERVENTION SERVICES (Per Hour)				
	BCBA	Non-BCBA Certified (SE, Psy)	BIS Technician	
			Registered	Non-Registered
Classroom Consultation	\$152.50	\$127.50		
FBA/BIP	\$162.50	\$137.50		
BIS (In-School)	\$152.50	\$127.50	\$57.50	\$47.50
BIS (In-home)	\$152.50	\$127.50	\$57.50	\$47.50
BIS Technician Supervision	\$152.50	\$127.50		
Family Training	\$152.50	\$127.50		

**"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER
THE STATE FREEDOM OF INFORMATION LAW"**

Schedule A – Page 2 of 2

BEHAVIOR TRAINING	
40-hour Registered Behavior Technician Training*	
<i>*additional RBT fees to BACB apply</i>	
Up to 10 Participants	\$4500.00
Each additional participant	\$100.00
RBT Competency Test Administration	\$150.00 per hour
On-going RBT Supervision	\$150.00 per hour
10-hour ABA Intensive	\$2500.00

SPECIAL RATE SCHEDULE	PER ½ HOUR
Resource Room/Consultant Teacher	
Individual	\$50.00
Group of 2 students	\$35.00 per student
Group of 3-5 students	\$30.00 per student
Home Instruction (special education/resource room) (Certified Special Educator directly addressing IEP goals or 504 Plan)	\$60.00
Vision Services	\$68.00
Teacher of the Deaf Services	\$68.00
Teaching Assistant	\$22.50
Assistive Technology/AAC Consults (including meeting participation)	\$125.00

	CSE	Team
MEETINGS	\$50.00 per ½ hour	\$50.00 per ½ hour

TRANSLATIONS	
Reports	\$35.00 per page
Interpreting	\$50.00 per ½ hour
Proctoring	\$50.00 per ½ hour

	Full Day	½ Day	Per Hour (2 hours or less)
STAFF DEVELOPMENT	\$1800.00	\$900.00	\$300.00

Scheduling Consultation: A ½ per session fee will be charged per student, during the first two weeks of the school year until scheduling is completed. Scheduling is meeting the child, meeting the teachers and all staff, and preparing the schedule.

Reports: All progress reports and goals will be inputted in to the School District IEP system at no charge. If Metro Therapy, Inc. is required to input SPAMS, Medicaid Notes or any other report, a charge of \$60.00 per half hour per therapist per month.

Administrative Staffing Options: Chairing Meetings \$95.00 per person per hour
 Administrative Consultation (**experienced/certified**)- \$125.00 per hour
 Administrative Assistant (Clerical) - \$25.00 per hour

Cancelled Sessions: If parent or district/school does not provide 24-hour notice of student cancellation, service provider may choose to charge for the cost of cancelled session and perform required paperwork or other student-related work.

FOR CONTRACTS WITH RENEWAL CLAUSES (EXTENSIONS) – WE RESERVE THE RIGHT TO INCREASE RATES UPON THE RENEWAL BY 2% OR THE COST OF LIVING ALLOWANCE, WHICHEVER IS LOWER ON THE DATE OF THE RENEWAL.



1363-8 Veterans Memorial Highway
Hauppauge, NY 11788
(P)631-366-3876 (F) 631-366-3898

Data Security and Privacy Plan

Student data or teacher or principal data received by Metro Therapy, Inc. is used for scheduling, developing and delivering treatment plans, and conducting assessments.

Metro Therapy, Inc. ensures that the confidentiality of the student, teacher or principal data that is shared with subcontractors or other persons or entities. We make data accessible only to relevant, authorized users via our secure and password protected computer system that encrypts information. Treating providers who have access to student information are limited to data for the students with whom they have contact. Following separation from agency, account access is disabled.

Upon termination of service agreements, Metro Therapy, Inc. maintains all of the student data as well as teacher and principal data in secure files for audit purposes on until the student reaches 18 years + 3.

We understand that parents, students, teachers or principals can challenge the accuracy of student data or teacher or principal data received by us. In these cases, concerns should be submitted in writing and addressed to the director of pediatrics at Metro Therapy, Inc.

The following is how the student data or teacher or principal data will be stored and what security protections are taken by Metro Therapy, Inc.:

Data is stored electronically on our secure proprietary computer system that encrypts information. Unique passwords assigned to relevant personnel are needed to access computer system which "times out" after periods of inactivity, requiring passcodes for re-entry.

Non-electronic data is stored in locked units accessible only to designated personnel. Archived non-electronic data is housed in a secure, off-site facility. Student is shredded securely at time of disposal.

Data is protected while in motion and at rest using encryption using TLS encryption and storing sensitive data in secure data base: MS Azure.

All personnel complete compliance trainings addressing how to safeguard PII. Annual security training is provided to employees of Metro Therapy, Inc which includes the handling of confidential information.

On-boarding includes written agreements detailing compliance policies and requirements that must be acknowledged by employees and service providers.



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Data Security and Privacy Plan (cont'd)

Human resources manager provides access to electronic systems. Providers have access to patient data when the case is assigned. Access to electronic systems can be revoked at any time. HR and RVP have access to perform this function.

All areas of operation are protected by locked doors only accessible with an employee access code. Non-employees are accompanied by agency personnel.

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDERS UNDER CONTRACT WITH THE SCHOOL DISTRICT
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID
SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

Metro Therapy, Inc.
(Organization/Contracted Provider's Name)

will hereinafter be called the (outside contracted) Provider, agrees as follows to:

- A)
- 1) Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
 - 2) On request, furnish the New York State Department of Health, or its designee and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
 - 3) Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B) Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional **non-discrimination** provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.
- C) Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Outside Contract) Provider's Authorized Signature: 

Address: 1363 Veterans Memorial Highway, Suite 8

City: Hauppauge

State: NY

Zip: 11788

Telephone: 631-366-3876

Date Signed: 5/6/2025

Please list the School District(s) under contract with on the back of this form.

STATEMENT OF REASSIGNMENT

Metro Therapy, Inc.

Name of the Outside Contracted Provider

By this reassignment, the above-named outside contracted provider of services agrees:

1. to reassign all Medicaid **reimbursements** to your school district that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSHSP),
2. to accept as payment in full the contracted reimbursement rates for covered services,
3. to comply with all the rules and policies as described in your contract with the school district, and
4. to agree not to bill Medicaid directly for any services that the school district will bill for under the SSHSP program.

NOTE: Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid eligible services rendered outside of the scope of the School Supportive Health Services Program (SSHSP)

5/6/2025

(Date)



(Outside Contract Service Provider's Signature)

Westhampton Beach UFSD

School District (under contract with): List additional ones on back of this form.)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <i>Metro Therapy, Inc.</i>		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. <i>1363 Veterans Memorial Hwy, Suite 8</i>	Requester's name and address (optional)	
6 City, state, and ZIP code <i>Hauppauge, NY 11788-3046</i>			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
1	1	-	3	0	6	8	9	2	2		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>[Signature]</i>	Date <i>5/6/2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P&G Brokerage Inc. 1648 61st Street Brooklyn NY 11204		CONTACT NAME: Yehudis Krancer PHONE (A/C, No, Ext): (718) 854-2818 FAX (A/C, No): (718) 854-3108 E-MAIL ADDRESS: yehudisk@pandginsurance.com	
INSURED Metro Therapy, Inc. 1363-8 Veteran Memorial Hwy Hauppauge NY 11788		INSURER(S) AFFORDING COVERAGE INSURER A: Notting Hill Risk Retention Group, LLC INSURER B: Technology Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL24121037421 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retro Date: 06/01/2020 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ANH0000209-00	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5K/15K PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ Deductible \$ \$100,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	TWC4501685	09/27/2024	09/27/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Retro Date: 06/01/2020			ANH0000209-00	12/01/2024	12/01/2025	Per Claim/Agg \$10M/\$10M Retention \$100,000 PA Limits \$5K/\$1.5K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Westhampton Beach UFSD is listed as additional insured under the General and Professional Liability, Workers Compensation, and Business Auto policies, subject to the terms and conditions of the policy.
Sexual Abuse sublimits \$1,000,000 - Please note that coverage for Sexual Abuse is included under the General Liability policy, Subject to the terms and conditions outlined within the policy
Professional and General Liability is primary and noncontributory
Waiver of Subrogation

RELATED EDUCATIONAL SERVICES INCLUDE OT, PT, ST, COUNSELING/PSY, BEHAVIORAL INTERVENTION SERVICES, SPECIAL EDUCATION

CERTIFICATE HOLDER

CANCELLATION

Westhampton Beach UFSD
340 Mill Rd

Westhampton Beach

NY 11978

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Insured Detail

1a. Legal Name and address of Insured (Use street address only) Metro Therapy Inc. 1363-8 Veterans Memorial Highway Hauppauge, NY 11788 Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)	1b. Business Telephone Number of Insured 718-854-2818 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 113068922
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Westhampton Beach UFSD 340 Mill Rd Westhampton Beach, NY 11978	3a. Name of Insurance Carrier Technology Insurance Company, Inc. 3b. Policy Number of entity listed in box "1a": TWC4501685 3c. Policy effective period: 9/27/2024 to 9/27/2025 3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 1/7/2025
 (Signature) (Date)
 Title: Senior Vice President

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

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

Consultant Services Contract

This Agreement is entered into this **9th** day of **June 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 **New York Therapy Placement Services, Inc.** (hereinafter the "CONSULTANT"), having a principal mailing address of **299 Hallock Avenue, Port Jefferson Station, NY 11776.**

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

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.

New York Therapy Placement Services, Inc.
299 Hallock Avenue
Port Jefferson, NY 11776

WESTHAMPTON BEACH UFSD

By: *John F. Johnson*

By: _____

Print Name: **John F. Johnson**

Print Name: Elizabeth T. Lanni-Hewitt

Title: **Chief Operating Officer**

Title: President, Board of Education

Date: *5/1/25*

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

New York Therapy Placement Services, Inc.

Supplemental Agreement dated this **9th** day of **June 2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **New York Placement Services, Inc.** (the "Contractor") located at **299 Hallock Avenue, Port Jefferson Station, NY 11776**.

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.

New York Therapy Placement Services, Inc.
299 Hallock Avenue
Port Jefferson, NY 11776

By: John F. Johnson

Print Name: John F. Johnson
Chief Operating Officer

Title: _____

Date: 5/1/25

WESTHAMPTON BEACH UFSD

By: _____

Print Name: Elizabeth T. Lanni-Hewitt

Title: President, Board of Education

Date: _____



WESTHAMPTON BEACH RATE SHEET FOR THE 2025-2026 SCHOOL YEAR

APPENDIX A

OCCUPATIONAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$50.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student

Total Classroom Push-in Model	45 minutes	30 Minutes
Classroom OT Consultations	\$110.00 per session	\$80.00 per session

Kindergarten Hand Skills	45 minutes	30 minutes
Week 1-6	\$110.00 per push-in entire class	
Week 6-12		\$80.00 per 30 minutes group session
<u>Handwriting Programs</u>		\$80.00 per group session

PHYSICAL THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

Administrative Offices & NYT Kids Pediatric Therapy Centers
299 Hallock Avenue, Port Jefferson Station, NY 11776 (631) 473-4284
500 Bi-County Blvd, Suite 450, Farmingdale, NY 11735 (718) 264-1640 (516) 753-6507
Serving Long Island & NYC
nytkids.com

SPEECH THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$50.00	\$35.00 per student
In District: Bilingual	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School: Bilingual	\$65.00	\$35.00 per student

Speech Push-in Classroom Program /Speech Improvement Group	\$80.00 per 30 minute group session
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SPEECH FEEDING THERAPY

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	N/A
Child Seen at Home or at Private or Parochial School	\$65.00	N/A

VISION THERAPY

Service Location	30 Min. Individual (Rate Per Session)
In District	\$64.00
Child Seen at Home or at Private or Parochial School	\$64.00

INDIVIDUAL STUDENT/TEACHER CONSULTATIONS

OT/PT/SP Consults (per 30 minutes)	\$ 55.00
Sensory Consults (per 60 minutes)	\$110.00
Vision Consultations (per 30 minutes)	\$ 64.00
Assistive Tech Consult/Training (15 minutes)	\$ 50.00
Augmentative and Alternative Communication Consultations (AAC) (15 minutes)	\$ 50.00
Classroom Consultation/Co-Teaching (per 60 minutes)	\$ 150.00
Consultant Teacher Services (per 60 minutes)	\$ 150.00
Strategic Coaching: (Per 60 minutes- minimum of 5 hours per day)	\$ 150.00

EVALUATIONS

EVALUATION TYPE	MONOLINGUAL RATE	BILINGUAL RATE
OT/PT/SP Screenings	\$ 90.00	\$ 110.00
OT/PT Evaluation/Re-Evaluation/Triennials	\$ 210.00	\$ 350.00
OT Evaluation with Sensory Profile	\$ 290.00	\$ 360.00
OT Sensory Diet	\$ 90.00	\$ 110.00
Speech Evaluation	\$ 310.00	\$ 410.00
Speech Feeding Evaluation	\$ 390.00	\$ 490.00
Vision Evaluation	\$ 390.00	\$ 490.00
Social History Evaluation	\$ 150.00	\$ 250.00
Classroom Observation	\$ 90.00	\$ 90.00
Educational Evaluation	\$ 310.00	\$ 410.00
Reading Evaluation	\$ 310.00	\$ 410.00
Psychological Evaluation	\$ 690.00	\$ 890.00
Behavioral Rating Scale	\$ 200.00	\$ 200.00
Neuropsychological Evaluation	\$ 5,000.00	\$ 5,000.00
Psychological/Education Evaluation	\$ 890.00	\$ 1,150.00
Assistive Technology Evaluation	\$ 1,500.00	N/A
Augmentative and Alternative Communication Evaluation (AAC)	\$1,500.00	\$1,600.00
Annual Review Protocol	\$ 60.00	\$ 60.00
ADOS	\$ 710.00	\$ 810.00

Participation at CSE/TEAM Meetings/Program Reviews:

To be prorated by the individual rate for all services

Remote Sessions:

Remote sessions to be billed at the same rate as in-person sessions for all services

Absent Student:

To be billed at the scheduled session rate when sufficient notice (24-hours) is not provided

Scheduling Sessions:

A scheduling session will be billed at \$35.00 per child one time at the onset of the service. This includes meeting and consulting with the student/teacher/staff in order to prepare an appropriate schedule for students.

Daily Rates:

For inquiries regarding a daily rate for any of the services outlined in this rate sheet, please contact us for a personalized quote. We will work collaboratively to accommodate the needs of your district

RESOURCE ROOM/ HOME TUTORING/SPECIAL INSTRUCTION

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$55.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$60.00	\$35.00 per student

READING SPECIALIST

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

TEACHER OF THE DEAF/HARD OF HEARING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$60.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$65.00	\$35.00 per student

PARENT TRAINING

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate Per Group)
By Special Educator	\$55.00	N/A
By Master's Level Clinician	\$55.00	N/A
Parent Training by BCBA	\$75.00	N/A

COUNSELING (By LCSW/LMHC)

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$65.00	\$35.00 per student
Child Seen at Home or at Private or Parochial School	\$70.00	\$35.00 per student

COUNSELING (By PSYD/PhD)

Service Location	30 Min. Individual (Rate Per Session)	30 Min. Group (Rate per Student)
In District	\$75.00	\$40.00 per student
Child Seen at Home or at Private or Parochial School	\$80.00	\$40.00 per student

BEHAVIORAL SERVICES

Service	Rate Per Hour
ABA homebased by TA	\$ 55.00
ABA homebased by RBT	\$ 65.00
1:1 home/school based by TA	\$ 55.00
1:1 home/school based by RBT	\$ 65.00
Special Educator ABA homebased	\$ 110.00
Behavior Intervention Services (Home/School based) by Master's Level Clinician with ABA/BIS Experience	\$ 95.00
Behavior Intervention Services (Home/School based) by BCBA	\$150.00
BCBA Supervision	\$150.00
Behavioral Consultation (BCBA)	\$150.00
ABA by BCBA	\$150.00
FBA/BIP	\$150.00
Autism Consultation/Training by BCBA	\$150.00

AFTER SCHOOL/EXTENDED DAY PROGRAM

TYPE OF SERVICE	Rate Per Hour Up to 12 Students per group 2025-2026
BCBA/Special Education Group Behavioral Services	\$275.00
Paraprofessional/Registered Behavior Technicians	\$75.00
Parent Training for Group Participants by Special Education Teacher	\$175.00
Parent Training for Group Participants by BCBA	\$275.00

ADDITIONAL BEHAVIORAL STAFF TRAINING & BEHAVIORAL SUPPORT PROGRAMS

TYPE OF SERVICE	Rate Per Hour
Center Based ABA After School Support (Port Jefferson Location)	\$150.00 BCBA \$58.00 RBT
ABA Staff Training by BCBA	\$175.00
40 Hour RBT Training to Staff	\$150.00 per participant
Competency Assessment	\$50.00 per exam

TRANSLATIONS

Virtual/Phone Translations	In-Person Translations
\$95.00 Flat Fee up to 1 hour	\$110.00 up to 1 hour
\$45.00 per 30 minutes after 1 hour	\$55.00 per 30 minutes after 1 hour
Written Translations	\$28.00 Per Page

EDUCATIONAL STRATEGIES TASK FORCE

Includes professional development seminars and workshops. Staff training, consultation and coaching options

WORKSHOPS

½ Day Workshops (Up to 3 Hours)	Full Day Workshops (3 Hours+)
\$1,000.00 up to 75 participants	\$2,000.00 up to 75 participants
\$1,200.00 75+ participants	\$2,200.00 75+ participants

NOTES

1. Sessions in excess of 30 minutes will be prorated based on the 30-minute rate.
2. Students that have a group recommendation on their IEP but lack an appropriate group due to age, functioning, scheduling issues, or prescription issues will default to an individual session until an appropriate group becomes available.

CONSULTANT SERVICES CONTRACT

This Agreement is entered into this **9th** day of **June 2025** by and between the Board of Education of the WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at 340 Mill Road, Westhampton Beach, NY 11978, and **Out East Therapy of New York for OT, PT, SLP, RN and Psychology Services, PLLC** (hereinafter the "CONSULTANT"), having a principal mailing address of **130-F Montauk Highway, East Moriches, NY 11940**.

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

1. The CONSULTANT shall provide services set forth in this Agreement. CONSULTANT shall provide a variety of consulting activities, as follows:
 - 1) To provide services per **APPENDIX A**.

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.



- c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3.
 - a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.
 - b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.
4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. Commercial General Liability Insurance
 - \$1,000,000 per Occurrence/\$2,000,000 Aggregate
 - \$2,000,000 Products/Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Sexual Misconduct and Assault
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 Coverage for sexual misconduct must be affirmed. Sub-limits below the policy limits for sexual misconduct coverage are acceptable solely at the discretion of the District.
 - b. Automobile Liability
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. Worker's Compensation and NYS Disability Insurance
 - Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS Workers' Compensation Board. ACCORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.
 - d. Professional Errors and Omissions Insurance
 - \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the effective date must pre-date the inception of

the contract or agreement. Coverage shall remain in effect for three years following the completion of work.

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

- 6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

Initials 

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

L. OTHER

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

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



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

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

Out East Therapy of New York
130-F Montauk Hwy.
East Moriches, NY 11940

WESTHAMPTON BEACH UFSD

By:  _____

By: _____

Print Name: __ Krista Debler, OTR/L __

Print Name: __ Elizabeth T. Lanni-Hewitt __

Title: _____ Owner _____

Title: __ President, Board of Education __

Date: 4/30/25

Date: _____

Initials 

**Supplemental Agreement between the WESTHAMPTON BEACH UFSD
and
Out East Therapy**

Supplemental Agreement dated this 9th day of **June 2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Out East Therapy of New York for OT, PT, SLP, RN and Psychology Services, PLLC** (the "Contractor") located at **130-F Montauk Highway, East Moriches, NY 11940**.

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

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

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

1. 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.

Out East Therapy of New York
130-F Montauk Hwy.
East Moriches, NY 11940

WESTHAMPTON BEACH UFSD

By:  _____

By: _____

Print Name: __ Krista Debler, OTR/L __

Print Name: _ Elizabeth T. Lanni-Hewitt _

Title: _____ Owner _____

Title: __ President, Board of Education __

Date: 4/30/25

Date: _____

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

Consultant Services Contract

This Agreement is entered into this 9th day of June 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 Ro Health, LLC. (hereinafter the "CONSULTANT"), having a principal mailing address of 353 Lexington Avenue, 4th Floor, Suite 400, New York, NY 10016.

A. TERM

1. The term of this Agreement shall be from 7/1/25 through 6/26/26, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. 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.

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

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Alexandria Oleson

Print Name: Elizabeth T. Lanni-Hewitt

Title: Contract Manager

Title: Board of Education, President

Date: 4/30/2025

Date: _____

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

Supplemental Agreement dated this 9th day of June 2025, between the Westhampton Beach UFSD (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and Ro Health, LLC (the "Contractor") located at 353 Lexington Avenue, 4th Floor, Suite 400, New York, NY 10016.

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

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

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

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

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

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

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

- d. "Student Data" means Personally Identifiable Information of a "Student."
- e. "Eligible Student" means a Student who is eighteen years or older.
- f. "Parent" means a parent, legal guardian, or 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

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- b. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the Westhampton Beach School District.
- c. State and Federal Laws protect the confidentiality of personally identifiable student information, and safeguards associated with industry standards and best practices,

including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.

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

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

The list may also be obtained by writing to:

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

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

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

OR

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

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

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

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

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

d. Any challenges concerning the accuracy of Student Data and/or Principal Data shall be handled directly between the District and the Parent, Student, Eligible Student, Teacher

or Principal. The Contractor agrees to abide by the outcome of such challenges and make any corrections and/or changes to the applicable Student Data and/or Principal or Teacher Data as determined by the District.

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

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

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

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

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

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

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

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

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

6. Breach and unauthorized release of Personally Identifiable Information:

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

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

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

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

7. Miscellaneous:

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

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

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

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

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

WESTHAMPTON BEACH UFSD

By: 

By: _____

Print Name: Alexandria Oleson

Print Name: Elizabeth T. Lanni-Hewitt

Title: Contract Manager

Title: Board of Education, President

Date: 4/30/2025

Date: _____



APPENDIX A

PERSONNEL HOURLY RATES FOR CLIENT

Staff Rates 25-26	
Administrative Assistant	\$35.00
CNA / MA / Health Office Asst	\$55.00
LPN (1:1)	\$85.00
LPN (with Multiple Students)	\$85.00
Registered Nurse (RN)	\$95.00
Transportation LPN	\$90.00
Transportation RN	\$110.00
Physical Therapist	\$105.70
Occupational Therapist	\$105.70
Certified Occupational Therapy Asst	\$58.30 - \$68.90
Speech Language Pathologist	\$106 - \$116.60
Speech Language Pathology Asst	\$58.30 - \$68.90
Licensed Clinical Social Worker	\$87.90 - \$103.35
Licensed Marriage Family Therapist	\$87.90 - \$103.35
Paraeducator/ISA	\$55.00
Behavioral Class Aide	\$60.00
Registered Behavioral Tech	\$59.00
Board Certified Behavior Analyst	\$120.00
School Psychologist	\$95.00

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

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

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

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

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

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



1. URGENT PERSONNEL REQUESTS.

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

2. MINIMUM BILLABLE HOURS AND SHIFT CANCELTION.

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

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

3. CONVERSION FEE.

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

4. INDEMNIFICATION.

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



CLIENT

RO HEALTH

Printed Name

Printed Name

Alexandria Oleson

Signature

Signature

Alexandria Oleson

Date

Date

4/30/2025

Automobile Liability Disclosure

By signing below, under penalty of perjury, Ro Health, LLC (hereinafter referred to as RO HEALTH) certifies to the Westhampton Beach Union Free School District's governing board the following:

RO HEALTH shall not be required to obtain Type 1 automobile insurance coverage for "Owned Autos" due to the fact that RO HEALTH does not own any company automobiles;

RO HEALTH shall only procure and maintain automobile liability insurance coverage for "Hired Autos" and "Non-Owned Autos" with a combined single limit of two million dollars (\$2,000,000); and

In the event that RO HEALTH obtains or purchases an automobile, RO HEALTH will also obtain "Owned Autos" insurance coverage.

RO HEALTH further certifies that any RO HEALTH employees are obligated to comply with all state and local laws regarding their personal vehicle(s) and any corresponding personal automobile insurance obligations.

RO HEALTH



4/30/2025

Signature and Date

Alexandria Oleson, Contract Manager

Name and Title

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

Consultant Services Contract

This Agreement is entered into this **9th** day of **June 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 **Elizabeth Scheiner-Hoppe, Licensed Behavior Analyst, PC** (hereinafter the "CONSULTANT"), having a principal mailing address of **5 Kara Court, Centereach, NY 11720**.

A. TERM

1. The term of this Agreement shall be from **7/1/25** through **6/26/26** inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS

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

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

C. SERVICES AND RESPONSIBILITIES

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

D. COMPENSATION

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

E. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the professional consultant hereby agrees to effectuate the naming of the District as an Additional Insured on the professional consultant's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A-rated or better insurer, licensed to conduct business in NY State. A NY licensed and admitted insurer is strongly

preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District including workers Compensation.

c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

3. a. The certificate of insurance must describe the services provided by the professional consultants that are covered by the liability policies.

b. At the District's request, the professional consultant shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the professional consultant will provide a copy of the policy endorsements and forms.

4. The professional consultant agrees to indemnify the District for applicable deductibles and self-insured retentions.

5. Minimum Required Insurance:

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

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

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

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

d. Professional Errors and Omissions Insurance

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

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

- 6. The Professional Consultant acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The professional consultant is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any rights held by the District.

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

F. TERMINATION

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

G. SUCCESSORS AND ASSIGNS

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

H. WAIVER OF RIGHTS

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

I. SEVERABILITY

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

J. GOVERNING LAW

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

K. ENTIRE AGREEMENT

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

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

Elizabeth Scheiner-Hoppe
5 Kara Court
Centereach, NY 11720

WESTHAMPTON BEACH UFSD

By: Elizabeth Scheiner-Hoppe

By: _____

Print Name: Elizabeth Scheiner-Hoppe

Print Name: Elizabeth T. Lanni-Hewitt

Title: Licensed Behavior Analyst, PC

Title: President, Board of Education

Date: 5/13/25

Date: _____

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

Supplemental Agreement between the WESTHAMPTON BEACH UFSD

and

Elizabeth Scheiner-Hoppe

Supplemental Agreement dated this **9th** day of **June 2025** between the **Westhampton Beach UFSD** (the "District"), located at 340 Mill Road, Westhampton Beach, NY 11978, and **Elizabeth Scheiner-Hoppe** (the "Contractor") located at **5 Kara Court, Centereach, NY 11720**.

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.

Elizabeth Scheiner-Hoppe
5 Kara Court
Centereach, NY 11720

WESTHAMPTON BEACH UFSD

By: *Elizabeth Scheiner-Hoppe*

By: _____

Print Name: __ Elizabeth Scheiner-Hoppe __

Print Name: __ Elizabeth T. Lanni-Hewitt __

Title: __ Licensed Behavior Analyst, PC __

Title: __ President, Board of Education __

Date: 5/13/26

Date: _____

Elizabeth Scheiner-Hoppe Licensed Behavior Analyst, P.C.
2025-2026 Rates

Service	Rate
Consultation with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$134.00 per hour
Parent Counseling & Training with BCBA (Licensed Behavior Analyst/Board Certified Behavior Analyst)	\$134.00 per hour
Functional Behavior Assessment (Licensed Behavior Analyst/Board Certified Behavior Analyst) Functional Behavior Assessment (10 hr minimum): Includes initial consultation, record review, direct observations, interviews with relevant parties (teachers, parents, etc.) and data collection. Written FBA report (10 hours is allocated): Includes the compilation and analysis of collected data, development of a comprehensive written report outline the function of behavior and recommendations for behavior intervention strategies. Behavior Intervention Plan (10 hours is allocated): Includes the development and writing of a comprehensive Behavior Intervention Plan (BIP) based on the findings of a Functional Behavior Assessment (FBA). Includes the creation of measurable goals, proactive strategies, teaching replacement behaviors, and reactive strategies. Includes collaboration with stakeholders (teachers, parents, etc.) to ensure plan implementation.	Assessment: \$134.00 per hour FBA report: \$134.00 per hour Behavior Intervention Plan: \$134.00 per hour
Report Writing (Licensed Behavior Analyst/Board Certified Behavior Analyst) Inclusive of: progress reports, behavior intervention plan progress monitoring reports, systematic aide fade plans and reports.	\$134.00 per hour
Staff Training/Presentation Preparation (Licensed Behavior Analyst/Board Certified Behavior Analyst) 1:1 or 2:1 preparation-to-presentation ratio.	\$134.00 per hour

21A

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

Requestor: Gwen Gaines

G-G.

Date of Request: 5/14/2025

Budget Code to Transfer TO:

Code Number: A1621-490-05-00

Code Title: Maintenance of Plant - BOCES Services

Amount to Transfer: \$ 5,803.12

Budget Code to Transfer FROM:

Code Number: A2110-490-00-08

Code Title: BOCES Services - DW

Reason for Transfer: To cover Mitel Shore Care Support (Telephones) and LANRover computer/network services through ES BOCES for the 24-25 SY.

☒ Back-up attached

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

[Signature]
Asst. Supt for Business

5/14/2025
Date

Superintendent

Date

Transfer #

Transfer Made By

Transfer Date

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

Date of BOE Approval _____

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 05/14/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
2110-490-00-08	BOCES Services	1,000.00	32,630.00	4,473.59	22,353.29	5,803.12	0.00	5,803.12
Total GENERAL FUND		1,000.00	32,630.00	4,473.59	22,353.29	5,803.12	0.00	5,803.12

WESTHAMPTON BEACH UFSD

Budget Status Report As Of: 05/14/2025

Fiscal Year: 2025

Fund: A GENERAL FUND

Budget Account	Description	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	Pending Encumbrance	Available Balance
1621-490-05-00	BOCES Services	5,150.00	34,728.75	16,403.13	13,175.62	5,150.00	0.00	5,150.00
Total GENERAL FUND		5,150.00	34,728.75	16,403.13	13,175.62	5,150.00	0.00	5,150.00

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

Requestor: J. Pirro

Date of Request: 5/28/2025

Budget Code to Transfer TO:

Code Number: Various (attached)

Code Title: Various (attached)

Amount to Transfer: \$ 42,770

Budget Code to Transfer FROM:

Code Number: Various (attached)

Code Title: Various (attached)

Reason for Transfer:

To fund Bond Anticipation Notes borrowing expenses in connection with capital project financing.

☒ Back-up attached

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

J. Pirro
Asst. Supt for Business

5/28/2025
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 6/9/2025
FOR: Bond Anticipation Note Borrowing

FROM

BUDGET CODE	DESCRIPTION	AMOUNT
A1430.400.00.05	School Attorney Fees	\$ 35,000
A9760.710.00.05	TAN Interest Costs	\$ 7,770

\$ 42,770

TO

BUDGET CODE	DESCRIPTION	AMOUNT
A1380.400.00.05	Fiscal Agent Fees, Moody's Financial	\$ 7,750
A1380.400.00.05	Fiscal Agent Fees, Munistat	\$ 17,185
A1325.400.00.05	Finance/Bond Counsel	\$ 17,835

\$ 42,770

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

Requestor: J. Pirro

Date of Request: 5/28/2025

Budget Code to Transfer TO:

Code Number: Various (attached)

Code Title: Instructional Salaries

Amount to Transfer: \$ 916,216

Budget Code to Transfer FROM:

Code Number: A9089.800.00.05

Code Title: Other Employee Benefits

Reason for Transfer:

To fund instructional salary increases per contractual agreements.

☒ Back-up attached

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

J. Pirro 5/28/25
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 6/9/2025**FOR: Contractual Salary Increases - Instructional Staff****FROM**

BUDGET CODE	DESCRIPTION	AMOUNT
A9089.800.00.05	Other Employee Benefits	\$ 916,216

\$ 916,216

TO

BUDGET CODE	DESCRIPTION	AMOUNT
A2110.130.00.01	Instruction Sal 7-12 HS	\$ 153,697
A2110.130.00.02	Instruction Sal 7-12 MS	\$ 152,695
A2110.123.00.02	Teacher Salaries Gr 6 MS	\$ 32,203
A2110.123.00.03	Teacher Salaries Gr 4/5 ES	\$ 3,556
A2110.150.00.05	Home Tutoring Salaries	\$ 30,000
A2250.150.00.03	Instructional Sal - ES	\$ 85,249
A2250.150.00.05	Instructional Salaries	\$ 2,173
A2610.150.00.01	Instructional Sal - HS	\$ 5,648
A2820.150.00.02	Instructional Salaries	\$ 66,904
A2825.150.00.01	Instructional Sal - HS	\$ 43,134
A2825.150.00.01	Instructional Sal - MS	\$ 107,017
A2825.150.00.03	Instructional Sal - ES	\$ 135,261
A2850.151.00.05	Club Advisorships - DW	\$ 19,809
A2855.150.00.02	Instructional Sal - MS	\$ 1,959
A2855.153.00.05	Athletic Contest Supervision	\$ 1,781
A2110.140.00.05	Substitute Teaching Salaries	\$ 75,000
A2250.155.00.05	Teacher Assistant Salaries	\$ 130

\$ 916,216

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

Requestor: J. Pirro

Date of Request: 5/28/2025

Budget Code to Transfer TO:

Code Number: Various (attached)

Code Title: Non-Instructional Salaries

Amount to Transfer: \$ 197,874

Budget Code to Transfer FROM:

Code Number: A9089.800.00.05

Code Title: Other Employee Benefits

Reason for Transfer:

To fund instructional salaries per contractual agreements.

☐ Back-up attached

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

J. Pirro 5/28/25
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 6/9/2025**FOR: Contractual Salary Increases - Non Instructional Staff****FROM**

BUDGET CODE	DESCRIPTION	AMOUNT
A9089.800.00.05	Other Employee Benefits	\$ 197,874

\$ 197,874

TO

BUDGET CODE	DESCRIPTION	AMOUNT
A1620.160.00.05	Non-Instructional Sal - DW	\$ 10,260
A1620.168.00.05	Overtime	\$ 32,000
A1621.160.00.05	Non-Instructional Sal - DW	\$ 600
A1621.168.00.05	Overtime	\$ 20,000
A2010.160.00.05	Non-Instructional Sal	\$ 1,000
A2020.160.00.01	Non-Instructional Sal	\$ 30,826
A2020.160.00.03	Non-Instructional Sal - ES	\$ 2,839
A2110.160.00.01	Secretarial Salaries - HS	\$ 1,414
A2110.160.00.03	Secretarial Salaries - ES	\$ 3,096
A2110.160.00.05	Secretarial Salaries	\$ 764
A2110.163.00.01	Security - HS	\$ 500
A2110.163.00.05	Security	\$ 86,000
A2250.160.00.05	Clerical Salaries	\$ 1,515
A2810.160.00.01	Non-Instructional Sal - HS	\$ 3,956
A2815.160.00.01	Non-Instructional Sal - HS	\$ 328
A2815.160.00.02	Non-Instructional Sal - MS	\$ 321
A2815.160.00.03	Non-Instructional Sal - ES	\$ 2,455
		\$ 197,874

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

Requestor: J. Pirro

Date of Request: 6/4/2025

Budget Code to Transfer TO:

Code Number: A2110.500.51.01

Code Title: Supplies - Foreign Language

Amount to Transfer: \$ 14,720.00

Budget Code to Transfer FROM:

Code Number: Various (See attached)

Code Title: Various Supplies (See attached)

Reason for Transfer:

To fund instructional classroom supply purchases for foreign language department at the high school.

☒ Back-up attached

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

Jacqueline Pirro 6/4/2025
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 6/9/2025**FOR: Foreign Language HS Classroom Supplies (small furniture)****FROM**

BUDGET CODE	DESCRIPTION	AMOUNT
A2020.500.00.01	HS Principal Supplies	\$1,100
A2110.500.00.01	Office Supplies - HS	\$4,300
A2110.500.05.05	Supplies ESL	\$1,520
A2250.500.00.05	Supplies	\$1,500
A2110.501.00.01	Testing Supplies - HS	\$1,200
A2250.501.00.05	Testing Supplies	\$3,000
A2810.500.00.05	Supplies	\$1,600
A2810.501.00.05	Testing Supplies - Guidance	\$500
		<hr/>
		\$ 14,720

TO

BUDGET CODE	DESCRIPTION	AMOUNT
A2110.500.51.01	Supplies - Foreign Language	\$ 14,720

Westhampton Beach Union Free School District

Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business

Date: June 5, 2025

Re: RFP 25-01, Universal Pre-Kindergarten Services

The district recently solicited request for proposals for Universal Pre-Kindergarten services for the 2025-2026 school year. Three responses were received and evaluated.

At this time it is in the best interest of the District to award the RFP to Bright Beginnings and Sunshine Academy.

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

2025-26 UPK RFP Analysis									
Provider	Cost: Per student/month	Cost: Per student/year	NYSED Reimburse/year	District Expense/year	Curriculum	Staff Qualifications	Insurance	# Student Guarantee	Max Capacity
SCOPE*	\$580	\$5,800	\$5,350	\$450	Yes	Yes	Yes	Yes	18
Bright Beginnings	\$620	\$6,200	\$5,350	\$850	Yes	Yes	Yes	No	21
Sunshine Academy	\$800	\$8,000	\$5,350	\$2,650	Yes	Yes	Yes*	No	37
*SCOPE costs reflect a guarantee of 18 students for an annual class rate of \$104,400									

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
GIFT DONATION FROM THE PUBLIC

Name of individual or organization donating: Westhampton Ambulance

Address: 3 Hazelwood Ave

Contact Person: Robert Bancroft

Business Phone: 631-288-1760 Home Phone: N/A

Email Address: Chief@WesthamptonAmbulance.org

Donor's relation to the Westhampton Beach UFSD: Suppliers

Please specify the exact nature of this donation and estimated value: \$3300.00

Do you have a specific way you would like to see this donation used? Yes* ☒ No ☐ If yes, how
would you like to see this donation used? The purchase of AED's for
the Sports Programs

*If yes, and the school district cannot use this donation in the way you specify, do you want to
be notified? Yes ☐ No ☒

If you wish your name to remain confidential, meaning your name will not appear on the Board
of Education Agenda when your donation is accepted, please check here: ☐

[Signature]
Signature

6/4/2025
Date

Westhampton Beach District employee accepting donation: _____

Budget code (if applicable) for donation use: A2855-200-00-05

Signature indicates acceptance of the above donation:

President - Board of Education

Superintendent of Schools

BOE Meeting Date: _____



WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

June 9, 2025

A - CERTIFIED STAFF

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

1. Appointment

NAME	TENURE AREA	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
*Mario Rivera	Music	Middle School	Step 1-A1, BA	\$54,379	9/1/25	8/31/29
*Emily Anderson	Science	Middle School	Step 1D, MA	\$63,577	12/1/25	11/30/29
*Marissa Diveris	Social Studies	High School	Step 3B, BA+15	\$62,383	9/1/25	8/31/29
*Jared Zenie	Physical Education	High School	Step 2-A1, BA	\$57,350	9/1/25	8/31/29
*Lindsay Karl	Science	High School	Step 1D, MA	\$63,577	9/1/25	8/31/29
*Christopher Strohsnitter	Science	High School	Step 4D, MA	\$72,481	9/1/25	8/31/29
**Ashley Zilnicki	Special Education	Elementary School	Step 5G, MA+30	\$81,075	9/1/25	8/31/28

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

NAME	POSITION	EFFECTIVE DATE	REASON
Sandra Flores	HS Foreign Language Teacher	6/30/25	Resignation
Jenna Lin	HS Mathematics Teacher	8/25/25	Resignation
Gina Kneisel	HS Math Teacher	~9/19/25 - 6/30/26	Request for Childcare Leave of Absence

3. Appointment of Substitutes

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

NAME	POSITION	RATE OF PAY
Emily Anderson	MS Permanent Substitute Teacher	\$160/day (8/28/25-11/25/25)

NEW APPOINTMENT LANGUAGE

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

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

Date Submitted to the Board of Education: _____

B - CIVIL SERVICE STAFF

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

1. Change in Employment Status Appointment

NAME	POSITION/STEP	EFFECTIVE DATE
Marie Kampfer	ES Office Assistant/Step 5, \$41,768	7/1/2024

2. Appointment

NAME	POSITION	SALARY	EFFECTIVE DATE
Marie Kampfer	MS Senior Office Assistant	Step 5, \$45,887 (prorated)	6/23/25

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

NAME	POSITION	EFFECTIVE DATE	REASON
Mary Tuttle	Food Service Worker	5/2/25	Resignation
Anthony Martino	Director of Facilities	6/30/25	Resignation
Marie Kampfer	ES Office Assistant	6/20/25	Resignation

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2025-2026 District-Wide Staff**

NAME	POSITION	RATE OF PAY
Speech, Language, Psychological and Educational Evaluators	Special Education Summer Testing	\$51.99/hour
Taylor Gallarello	Uncertified Per Diem Substitute Teacher	\$125/day
Erik Petersen	Art/Business/Technology Coordinator	\$3,483.38
Melissa Tunstead	English Coordinator	\$3,483.38
Monica Van Essendelft	ENL Coordinator	\$3,483.38
Kristy Mitsos	Mathematics Coordinator	\$3,483.38
Eric Becker	Music Coordinator	\$3,483.38
Dianna Berry Gobler	Science Coordinator	\$3,483.38
Jason Rupertus	Social Studies Coordinator	\$3,483.38
JoAnne Williams	Special Education Coordinator	\$3,483.38
Denizzie Kearns	World Language Coordinator	\$3,483.38

Date Submitted to the Board of Education:_____

**The Superintendent of Schools Recommends Appointment of the Following
2025-2026 Coaching Staff**

NAME	SCHOOL	SPORT	SALARY
Ryan Hernandez	High School	Boys Basketball - Varsity	\$9,073.00

Date Submitted to the Board of Education: _____