

TYPE: Board Meeting

DATE: 6/26/2023 **TIME:** 7:00 PM

LOCATION: High School Library

DETAILS:

1. CALL TO ORDER

- 1. Call to Order Info

2. PLEDGE OF ALLEGIANCE

- 1. Pledge of Allegiance Info

3. EDUCATIONAL PRESENTATIONS

4. PUBLIC PARTICIPATION

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

5. MINUTES

- 1. Approval of the minutes of the June 5, 2023 Board of Education meeting Action

6. SPECIAL EDUCATION

- 1. Approval of CSE recommendations from the following meeting dates: 3/22, 4/20, 5/22, 5/31, 6/5, 6/6, 6/7 and CPSE 4/4, 6/1 and 6/2. Action

7. FINANCIALS

- 1. Fund Balance Projection Action

8. SUPERINTENDENT'S REPORT

- 1. SEQRA Resolution - Type II determination - ES Projects Action
- 2. Resolution reaffirming District reserve funds Action
- 3. Resolution authorizing the execution of instruction contracts with two (2) sending districts (SA-10 form) Action
- 4. Resolution authorizing participation in the LI School Nutrition Directors Cooperative Bid for Food Service Commodities, Food and Food Service Supplies for the 2023/24 school year Action
- 5. RFP Award - Financial Services Action
- 6. RFP Award - Driver & Traffic Safety Education 2023/24 school year Action
- 7. RFP Award - Accounting Services for the 2023/24 school year Action
- 8. RFP Award - Special Counsel Action
- 9. Bid Extension - Food Service Equipment Repairs for the 2023/24 school year Action
- 10. Resolution authorizing the execution of a consulting agreement with CMDI for the 2023/24 school year Action
- 11. Resolution authorizing the execution of a consulting agreement with Complete Rehab for the 2023/24 school year Action
- 12. Resolution authorizing the execution of a consulting agreement with Family Service League for the 2023/24 school year Action

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| 13. | Resolution authorizing the execution of a consulting agreement with Norah B. Lasorsa, LCSW, CMHIMP for the 2023/24 school year | Action |
| 14. | Resolution authorizing the execution of a consulting agreement with Metro Therapy for the 2023/24 school year | Action |
| 15. | Resolution authorizing the execution of a consulting agreement with Zycron Industries for the 2023/24 school year | Action |
| 16. | Resolution authorizing the execution of four (4) Universal Pre-K provider contracts for the 2023/24 school year | Action |
| 17. | Resolution authorizing the execution of an agreement with the Swordfish Club for the Summer of 2023 | Action |
| 18. | Resolution authorizing a change to the District's APPR Educator Evaluation Plan | Action |
| 19. | Confirmation of the appointment of an Impartial Hearing Officer | Action |
| 20. | Resolution authorizing the execution of Individual Contract Agreements | Action |

9. PERSONNEL

- | | | |
|-----|--|--------|
| 1. | Tenure Date Amendment | Action |
| 2. | Abolishment of position | Action |
| 3. | Excess/Elementary Teacher | Action |
| 4. | Resignation/HS Teacher Aide | Action |
| 5. | Appointment/HS Teaching Assistant | Action |
| 6. | Resignation/MS Monitor | Action |
| 7. | Resignation/HS Food Service Worker | Action |
| 8. | Appointment/ES Senior Office Assistant - Provisional | Action |
| 9. | Appointment/HS Social Studies Teacher | Action |
| 10. | Appointment/HS 0.8 FTE Special Education Teacher, 0.2 FTE Permanent Substitute | Action |
| 11. | Appointment/HS-MS 0.8 FTE Social Studies Teacher | Action |
| 12. | Appointment/HS 0.7 FTE Physical Education Teacher | Action |
| 13. | Appointment/HS Foreign Language Leave Replacement Teacher | Action |
| 14. | Appointment/MS WIN and ENL Academy Staff | Action |
| 15. | Appointment/MS-HS After School Detention Program | Action |
| 16. | Appointment/Services for Students with Disabilities (SSD) Support | Action |
| 17. | Appointment/Coaching Recommendations | Action |

10. REPORTS

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

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. ADJOURNMENT

June 5, 2023

A regular meeting of the Board of Education of the Westhampton Beach Union Free School District, Suffolk County, New York, was held in the High School Library on June 5, 2023.

Board of Education members present: Ms. Suzanne M. Mensch, Ms. Dawn Arrasate, Ms. Joyce Donneson, Mr. George R. Kast, Ms. Elizabeth Lanni-Hewitt, Mr. Halsey C. Stevens, and Ms. Heather A. Wright.

Also Present: Carolyn J. Probst, Superintendent of Schools; Judy Iannone, District Clerk; Bill Fisher, Assistant Superintendent for Personnel & Instruction; Jacqueline I. Pirro, Assistant Superintendent for Business; Chris Herr, High School Principal; Jeremy Garritano, Elementary School Principal; and approximately 30 attendees.

The meeting was called to order by Ms. Suzanne M. Mensch, President, at 7:00 PM.

The pledge was conducted.

EDUCATIONAL PRESENTATIONS

NEWLY TENURED STAFF

This year's newly tenured staff members were recognized: MaryAnn Ambrosini, Danielle Bergh, Cynthia Griffin, Kimberly Hall, Jenna Lin, Caitlin Mancuso, Thomas O'Leary, Melissa Tunstead, Caitlynn Webber, and Samantha Zegel.

STAFF RETIREES

This year's retirees were recognized for their years of service to the District: Linda Kommer and Kathleen Walsh.

HS STUDENT RECOGNITION

Dr. Herr introduced Megan Sitzmann, Valedictorian, and Daniel Gosnell, Salutatorian, of the Class of 2023 and spoke about their accomplishments during their tenure at Westhampton Beach High School. Ms. Mensch presented the students with certificates of recognition for their outstanding academic achievements.

SCHOOL SAFETY PLAN

Dr. Probst gave a presentation on the School Safety Plan. The plan is posted on the District's website and can be viewed under the "District" tab, "Important Information and Required Notifications, "School Safety Plan".

PUBLIC PARTICIPATION

Topics raised:

- Student safety walking/biking to school

APPROVAL OF MINUTES

On motion of Mr. Kast, second by Ms. Arrasate, the minutes of the May 8, 2023, Budget Hearing, to be and hereby are approved.

Vote: Yes 7 No 0

On motion of Ms. Donneson, second by Mr. Kast, the minutes of the May 8, 2023, Board of Education meeting, to be and hereby are approved.

Vote: Yes 7 No 0

On motion of Ms. Wright, second by Ms. Lanni-Hewitt, the minutes of the May 16, 2023, Annual District meeting, to be and hereby are approved.

Vote: Yes 7 No 0

SPECIAL EDUCATION

The Board reviewed the recommendations of the Westhampton Beach UFSD CSE meetings of 1/13, 2/8, 2/9, 2/13, 2/15, 2/28, 3/9, 3/14, 3/20, 3/22, 3/23, 3/24, 3/27, 3/28, 3/29, 3/30, 4/3, 4/4, 4/5, 4/17, 4/18, 4/24, 4/26, 4/27, 5/4, 5/5, 5/10, 5/12, 5/17, 5/22, 5/24 and CPSE 4/4, 4/24, 4/28, 5/1 and 5/8.

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education has no objections to the recommendations of the Committee and approves the authorization of funds to implement the special education programs and services consistent with such recommendations.

Vote: Yes 7 No 0

FINANCIAL REPORTS

On motion of Mr. Stevens, second by Ms. Donneson, the following reports to be and hereby are approved:

Report	Dates
Budget Status Report	April 30
Revenue Status Report	April 30
Trial Balance Report	April 30
Fund Balance Projection	April 30
Budget Transfer Report	March & April
Treasurers Reports/Scholarships/Collateral	March & April
Extraclass Activities ES	Feb & March
Extraclass Activities HS	March & April
Audited and Paid Claims	March-May

Vote: Yes 7 No 0

REORGANIZATIONAL MEETING

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the following resolution setting the date and time of the Annual Reorganizational Meeting, to be and hereby is adopted:

BE IT RESOLVED that the Annual Reorganizational Meeting for the Westhampton Beach Board of Education be held on Tuesday, July 11, 2023, at 7:00 p.m. in the High School Library.

Vote: Yes 7 No 0

BUDGET TRANSFERS

On motion of Ms. Wright, second by Mr. Stevens, the following budget transfers, five (5) total, to be and hereby are approved:

1.

From	To	Amount
A2110.490.00.08	A2110.436.19.01	\$11,895.00

2.

From	To	Amount
A2855.400.00.05	A2855.490.00.05	\$13,400.00

3.

From	To	Amount
A2250.470.00.05	A2110.400.00.01	\$35,000.00

4.

From	To	Amount
A1621.400.00.02	A1621.400.00.01	\$4,790.00

5.

From	To	Amount
A1620.413.00.05	A1620.416.00.01	\$8,000.00

EXTERNAL AUDITOR ADDENDUM

On motion of Mr. Kast, second by Ms. Arrasate, the resolution authorizing execution of an addendum to the External Auditor’s engagement letter for financial statement preparation for the fiscal year end June 30, 2023 , as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

SHARED SERVICES CONTRACT WITH BOCES

On motion of Mr. Kast, second by Ms. Wright, the resolution authorizing the execution of a Shared Services Contract with Eastern Suffolk BOCES for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

EDUCATIONAL DATA SERVICES

On motion of Mr. Kast, second by Ms. Lanni-Hewitt, the resolution authorizing the execution of a renewal contract with Educational Data Services for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

OMNI & TSACG

On motion of Mr. Stevens, second by Ms. Wright, the resolution authorizing the execution of a renewal contract with Omni & TSACG Compliance Services for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

EAST QUOGUE CONTRACT

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution authorizing the execution of a tuition contract with the East Quogue School District for an individual student for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

CSDNET

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing the execution of a subscription renewal with CSDNET for SureNet maintenance for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing the execution of a subscription renewal with CSDNET for Security maintenance for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

LIVING ARTS AQUARIUM

On motion of Ms. Lanni-Hewitt, second by Mr. Stevens, the resolution authorizing the execution of a contract with Living Arts Aquarium for the HS Science WetLab for the 2023/24 school year, as submitted, to be and hereby is approved.

Vote: Yes 7 No 0

CONSULTING AGREEMENTS

On motion of Mr. Stevens, second by Ms. Donneson, the resolution authorizing the execution of the following agreements for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

1. NYSARC
2. Betsy Chappell
3. CJI Consultants
4. Community Care Companions
5. Laura Grable
6. Health Source Group
7. Horizon Healthcare
8. Elizabeth Scheiner-Hoppe
9. Serene Home Nursing Agency

Vote: Yes 7 No 0

VOLZ & VIGLIOTTA

On motion of Ms. Donneson, second by Mr. Kast, the resolution authorizing the execution of a 2-d supplemental agreement with Volz & Vigliotta, PLLC, for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

CUSTODIAL HOLIDAY SCHEDULE

On motion of Ms. Lanni-Hewitt, second by Mr. Kast, the resolution approving the Custodial Holiday Schedule for the 2023/24 school year, as submitted, to be and hereby is adopted.

Vote: Yes 7 No 0

KEN MILLER

On motion of Mr. Kast, second by Mr. Stevens, the request from Ken Miller for a medical leave of absence from his position as a MS PE/Health Teacher effective April 17 through June 23, 2023, to be and hereby is approved.

Vote: Yes 7 No 0

NICHOLAS ATTARDI

On motion of Mr. Stevens, second by Ms. Arrasate, the appointment of Nicholas Attardi as a 1.0 FTE MS PE/Health Teacher, effective April 22 through June 23, 2023 at \$150/day, to be and hereby is approved.

Vote: Yes 7 No 0

SUMMER SPECIAL EDUCATION TESTING

On motion of Ms. Lanni-Hewitt, second by Ms. Arrasate, the following appointments for Summer Special Education Testing from July 1, 2023 through August 30, 2023 at the professional rate of pay, \$50.22/hr., to be and hereby are approved:

Diana Dautzenberg	Speech Testing
Jennifer Cucinotta	Educational Testing
Lauren Gomez	Educational Testing
Kaleigh Locke	Educational Testing
Allaine King	Psychological Testing
Elizabeth Martrano	Psychological Testing

Vote: Yes 7 No 0

SUMMER RECREATION / ACADEMY STAFF

On motion of Ms. Donneson, second by Mr. Stevens, the following 2023 Summer Recreation/Academy staff members to be and hereby are approved:

Recreation Staff		
Position	Staff	Salary
Director	Anthony Cappiello	\$6,180
Asst Director	Kim Mercready	\$3,135
Nurse	Rebecca Capatosto - New	\$2,800
Monitor	Anna Farlow	\$1,000
Monitor	Andrea Gaynor	\$1,000
Monitor	Louis Peruso - New	\$1,000
Kindergarten	Sarah Fabian	\$1,800
Kindergarten	Victoria Blydenburgh	\$1,800
1 st Grade Recreation	Layne Walther	\$1,800
1 st Grade Recreation	Jackie DeCiccio	\$1,800
2 nd Grade Recreation	Katie Sheehan	\$1,800
2 nd Grade Recreation	Danielle Kerr	\$1,800
3 rd Grade Recreation	Alyssa Bertolino	\$1,800
3 rd Grade Recreation	Erin Albanese	\$1,800
Computer Lab	Kristine Delguidice	\$1,800
Sports	Jillian Galovic	\$1,800
Sports	Jenny Price	\$1,800
Game Room	Pam Hubbard	\$1,800
Game Room	Carol Braithwaite	\$1,800
Art Room	Laurette Schaumloffel - New	\$1,800
Undecided 4 th -5 th Activity	Taylor Gallarello - New	\$1,800
American Sign Language	Jessica Nicholson	\$900 - (2 weeks)
	Total Salary	\$43,015
Swordfish Staff		
Position	Staff	Salary
WSI	Elizabeth Scott Pothier	1375
WSI	Lizzie Kneiriemen	1000
WSI	Will Zaffuto	1000
WSI	Eleanor Kast	1375
WSI	Jack Santora	1000
Lifeguard	Molly Skorobohaty	800
Lifeguard	Riley Smith	800
	Total Salary	\$7,350
Academy Staff		
Position	Staff	Salary
Special Education	Chrissy Mazura	2710.92
Kindergarten	Tom O'Leary	2710.92
1st Grade	Lauren Gomez	2710.92
2nd Grade	Heidi Kalmus	2710.92
3rd Grade	Gabriella Thomasch	2710.92
Grades 4-6/AIS Reading	Jill Stevens	2710.92
4th Grade	Kerri Beaver	2710.92
5th Grade	Carson White	2710.92
Grade 6	Caitlin Montpetit	2710.92
ENL	Brooke Russell	2710.92
Grades 1-3/AIS Reading	Yolanda Hollander	2710.92
Substitute	Meaghan Moran	TBD
Substitute	Kaleigh Locke	TBD
	Total Salary	\$29,820.23
	Recreation/Pool Staff	\$50,365.00
	Academy Staff	\$29,820.12
	Total Salary	\$80,185.12

Vote: Yes 5 No 0
(Mr. Kast & Mr. Stevens abstained)

HANNA SCHLOSBERG

On motion of Ms. Arrasate, second by Ms. Donneson, the appointment of Hanna Schlosberg as an office assistant assigned to the High School, effective June 6, 2023 at Step 1, \$35,850 (prorated), with a twenty-six week probationary period through December 8, 2023, as per civil service rules & regulations, to be and hereby is approved.

Vote: Yes 7 No 0

SUPPORT STAFF RATES OF PAY

On motion of Mr. Kast second by Mr. Stevens, the following daily/hourly rates of pay for support staff for the 2023/24 school year, to be and hereby are approved:

Substitute Pay	<u>2022/23</u>	<u>2023/24</u>
<u>Daily:</u>		
Permanent Substitute (Certified Teacher)	\$150.00	\$150.00
Certified Teacher	\$125.00	\$130.00
Uncertified Teacher	\$110.00	\$116.00
Nurse LPN	\$110.00	\$116.00
Nurse RN	\$150.00	\$150.00
Teacher Aide Subs	\$110.00	\$116.00
<u>Hourly:</u>		
Clerical Subs	\$15.00	\$17.50
Custodial Subs	\$15.00	\$17.50
Guard Subs	\$15.79	\$25.00
Sub Cook	\$15.25	\$16.25
Sub Assistant Cook	\$15.00	\$16.00
Sub Food Service Worker	\$15.00	\$16.00
Sub Monitor	\$15.00	\$16.00
<u>Other Positions Hourly:</u>		
Title I	\$25.00	\$30.00
Tutor	\$30.00	\$30.00
Detention	\$25.00	\$25.00
Driver Ed Teacher	\$55.35	\$60.00
We Care Director	\$21.00	\$22.00

Vote: Yes 7 No 0

SUBSTITUTES

On motion of Ms. Lanni-Hewitt, second by Ms. Donneson, the appointment of the following substitutes, to be and hereby are approved:

Emily Ingraffia Uncertified Teacher

Vote: Yes 7 No 0

REPORTS

The personnel postings were noted.

OLD BUSINESS

There were no Old Business items on the agenda for discussion.

NEW BUSINESS
BOARD POLICIES

Board Policy 2000 (Board Operational Goals)

The first reading of this revised policy was held.

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the policy, as revised, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 2110-R (School Board Powers & Duties Regulation)

The first reading of this revised policy was held.

On motion of Mr. Kast, second by Mr. Stevens, the resolution to waive the second and third readings and adopt the policy, as revised, to be and hereby is adopted.

Vote: Yes 7 No 0

Board Policy 8211 (Access to Buildings)

The first reading of this revised policy was held.

On motion of Mr. Stevens, second by Ms. Arrasate, the resolution to waive the second and third readings and adopt the policy, as revised, to be and hereby is adopted.

Vote: Yes 7 No 0

EXECUTIVE SESSION

On motion of Mr. Stevens, second by Mr. Kast, the Board of Education to convene to Executive Session at 7:40 p.m. to discuss ongoing special education litigation, to be and hereby is approved.

Vote: Yes 7 No 0

On motion of Mr. Stevens, second by Ms. Arrasate the Board of Education to reconvene from Executive Session at 8:55 p.m., to be and hereby is approved.

Vote: Yes 7 No 0

ADJOURNMENT

On motion of Mr. Kast, second by Mr. Stevens, all business being completed, Ms. Mensch declared the meeting adjourned at 8:55 p.m.

Judy Iannone, District Clerk

June 5, 2023

WESTHAMPTON BEACH UFSD - FUND BALANCE
Projection - June 2023

EXPENDITURE BUDGET SUMMARY	
Adopted 2022-2023 Budget	61,544,294
Add: Budget Revisions	139,715
Add: Prior Year Encumbrances	26,463
Adjusted 2022-2023 Budget	61,710,472
Actual Expenditures (unaudited)	60,072,169
Add: Current Year Encumbrances	26,463
2022-2023 Exp. + Encumbrances	60,098,632
Proj.Expenditure Budget Balance 6/30/23	1,611,840

REVENUE BUDGET SUMMARY	
2022-2023 Revenue Budget	59,863,694
Budget Revisions	113,252
Adjusted 2022-2023 Revenue Budget	59,976,946
Actual Revenues	59,998,777
Revenue Budget Balance 6/30/23	21,831

RESERVE SUMMARY	
Reserve for Retirement (ERS)	1,173,199
Activity - Usage	(305,600)
Activity - Interest	1,700
Activity - Increase	-
Balance 6/30/23	869,299
Reserve for Employee Benefits	2,436,068
Activity - Usage	(175,000)
Activity - Interest	4,500
Activity - Increase	-
Balance 6/30/23	2,265,568
Worker's Compensation Reserve	979,889
Activity - Usage	-
Activity - Interest	2,450
Activity - Increase	-
Balance 6/30/23	982,339
Unemployment Insurance Reserve	390,530
Activity - Usage	-
Activity - Interest	650
Activity - Increase	-
Balance 6/30/23	391,180

Tax Levy - Looking Ahead	
Tax Levy - Looking Ahead	2023-2024
Projected Budget	62,994,351
Less: Non-Tax Revenues	28,065,173
Less: Appropriated Fund Balance	950,000
Real Property Tax Levy Estimate	33,584,341
Tax Levy Estimate Increase	2.24%
% of Unreserved/Unappropriated	4.00%

Unappropriated Fund Balance	
Unassigned Fund Balance July 1, 2022	2,461,772
Add: Actual Revenues	59,998,777
Less: Actual Expenditures	(60,072,169)
Less: Increase in Encumbrances	-
Add: Designated Fund Balance Activity	-
Add: Retirement Reserve (ERS) Expenditures	305,600
Add: Employee Benefit Reserve Expenditures	175,000
Add: Worker's Compensation Reserve Expenditures	-
Add: Unemployment Insurance Reserve Expenditures	-
Less: Increase to Retirement Reserve (ERS)	-
Less: Increase to Reserve for Employee Benefits	-
Less: Increase to Worker's Compensation Reserve	-
Less: Increase to Unemployment Insurance Reserve	-
Less: Change to non spendable	205,975
Less: Increase to Appropriated Fund Balance	-
Less: Increase to Reserves - Interest	(9,300)
Unappropriated Fund Balance June 30, 2023	3,065,655
2023-2024 Projected Expenditure Budget	62,994,351
4% of Next Years Budget	2,519,774
Under/(Over) 4%	(545,881)
	0

**Westhampton Union Free School District
Proposed Improvements at the Westhampton Beach Elementary School**

WHEREAS, the Board of Education of the Westhampton Beach Union Free School District (Board of Education) had considered the following projects at the Westhampton Beach Elementary School: the removal of the portable classroom wing; updating instructional spaces, cafeteria and hallways with new HVAC units, new lighting, ceilings, flooring, casework, paint and eight (8) classroom restroom refurbishment; roof replacement; electrical service upgrades, and replacement of the fire alarm system; and

WHEREAS, the project also included window and curtain wall replacement and the installation of new rooftop HVAC unit for the cafeteria, but were omitted from the list; and

WHEREAS, pursuant to 6 NYCRR §§617.5(c)(1) and (2), the "*maintenance or repair involving no substantial changes in an existing structure or facility*"; and "*replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes*"; are Type II actions;

THEREFORE, BE IT RESOLVED, that the Board of Education hereby determines that the projects are classified as Type II, and will, therefore, by definition, have no significant adverse impact on the environment.

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent
From: Jacqueline Pirro, Assistant Superintendent for Business
Date: June 22, 2023
Re: Reaffirming Reserves



As our external auditors have advised, the Board of Education should reaffirm Westhampton Beach UFSD's reserves as prescribed under General Municipal Law. Reserves currently booked on the district's accounts as of June 30, 2022 are as follows:

Reserve for Workers Compensation	\$ 979,889
Reserve for Unemployment Insurance	\$ 390,530
Reserve for Employee Benefits & Accrued Liabilities	\$ 2,436,068
Reserve for Retirement Contribution (ERS)	\$ 1,173,199

In order to reaffirm the above mentioned reserves, I respectfully request that the Board approve the following resolutions:

RESOLVED, the Board of Education hereby reaffirms the authorization for the following reserve accounts as prescribed under General Municipal Law, Workers Compensation Reserve, Unemployment Insurance Reserve, Employee Benefits & Accrued Liabilities Reserve, and Employee Retirement Contribution Reserve.

BE IT FURTHER RESOLVED, the Board of Education authorizes the increased funding of these reserves for the fiscal year ended June 30, 2023 not to exceed \$1,500,000. Final amounts to be placed in each reserve will be determined on or before the setting of the tax levy.



INSTRUCTION CONTRACT

2023-2024 School Year

SA-10 (6/23)

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

District Code: 580901 County: Suffolk

Number of Teachers Employed in the Home School: _____

THIS AGREEMENT made this 1st day of July, 2023, between Remsenburg-Speonk UFSD
School District, County of Suffolk, New York, party of the first part, and
Westhampton Beach UFSD School District, County of Suffolk, New York, party of the second part.

Witnesseth, That whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 7 to 12 residing in the school district of the party of the first part shall be entitled to be taught in the school district of the party of the second part during the school year commencing July 1, 2023, pursuant to the applicable provisions of the Education Law.*

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

* Education Law, Sections 2040 through 2045.

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

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

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

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

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

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

¹Signatures required as follows:

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

APPROVAL OF SUPERINTENDENT

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

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

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



INSTRUCTION CONTRACT

2023-2024 School Year

SA-10 (6/23)

School District Name: East Moriches UFSD School District
(District receiving instruction services to be entered above – party of the first part)

District Code: 580234 County: Suffolk

Number of Teachers Employed in the Home School: _____

THIS AGREEMENT made this 1st day of July, 2023, between East Moriches UFSD School District, County of Suffolk, New York, party of the first part, and Westhampton Beach UFSD School District, County of Suffolk, New York, party of the second part.

Witnesseth, That whereas the party of the first part is duly empowered to enter into a contract with the party of the second part as trustee of his/her school district whereby all, or part, of the children of school age in grades 9 to 12 residing in the school district of the party of the first part shall be entitled to be taught in the school district of the party of the second part during the school year commencing July 1, 2023, pursuant to the applicable provisions of the Education Law.*

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

* Education Law, Sections 2040 through 2045.

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

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

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

East Moriches UFSD
9 Adelaide Avenue
East Moriches, NY 11940

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

(Post Office Address)

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978

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

(Post Office Address)

¹Signatures required as follows:

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

APPROVAL OF SUPERINTENDENT

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

(District) Superintendent of Schools

Date

First
Supervisory District

Suffolk
County

*Education Law, Sections 2040 through 2045.

APPROVAL OF COMMISSIONER OF EDUCATION

Commissioner of Education

Date

To Trustees and Boards of Education:

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

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 15, 2023

Re: Long Island School Nutrition Cooperative Bid 2023-2024

I am recommending the Board of Education approve the annual membership for participation in the Long Island School Nutrition Cooperative Bid. This membership allows the district to bid jointly on food service commodities, food and food service supplies, providing a significant savings.

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

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2023-2024 School Year**

LICOOP Member Agreement

Participating districts must be a member in good standing of the Long Island School Nutrition Directors Association (LISNDA) and have a School Lunch Manager, or Director, operating their program.

Districts must provide a signed LICOOP Member Agreement annually before September 1st.

Districts must provide a signed LICOOP District Resolution annually before September 1st. The Resolution requires school board approval; granting the district permission to participate in the cooperative, and authority for the cooperative to recommend bid awards to the school board. The Resolution should be passed at the yearly reorganization meeting for school districts.

Districts participating in the LICOOP must remit payment of \$500 by September 1st to the LICOOP Treasurer. This fee includes administrative, meetings, website, attorney, and advertising costs.

If the Agreement, Resolution or Annual Fee are not received by September 1st, the district will be unable to participate in the bid cycle for the next school year.

There are two (2) **MANDATORY** meetings each year, which **must** be attended by a representative of the school district. If a district is not represented at these meetings, without prior acceptable notification to the LICOOP Coordinator, they will be unable to participate in the bid cycle for the next school year.

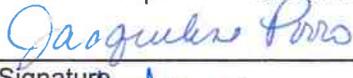
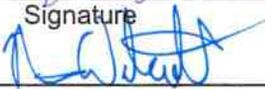
A member from each district **must** work on at least one bid team, or administrative position, to assist the LICOOP in meeting its goal of competitive and fair bidding. It is required that **all** members contribute by taking active roles in organizing, preparing, distributing, and analyzing bids, or any other tasks as necessary.

It is the district's responsibility to actively participate in the bid process which includes, but is not limited to, bid development, item specifications, district volumes, vendor communication, collection of food labels, etc. All established timelines must be met. If timelines are not met, and participation is determined to be absent, the district forfeits bid participation for the remaining bid period and will be unable to participate in the bid cycle for the next school year. There may also be an additional fee up to \$2,000 assessed to cover the cost of completing tasks assigned and not done in a timely fashion. The fee will cover the cost of personnel and time to complete the original task.

Districts must provide the names and email addresses of the Food Service Director and the Assistant Superintendent of their district. If the employees or email addresses change, the district must notify the Cooperative Coordinator and Secretary immediately.

It is the district's responsibility to submit the bids to their board of education for award and approval to conduct business with recommended vendors if required.

Westhampton Beach Union Free School District

Name of School District		Jacqueline Pirro jpirro@whbschools.org	
Naim Walcott	nwalcott@whbschools.com	Assistant Superintendent for Business - Email Address	
Food Service Director - Email Address		Assistant Superintendent for Business - Email Address	
Jacqueline Pirro			6/12/23
Assistant Superintendent for Business - Name		Signature	Date
Naim Walcott			6-12-23
Food Service Director/School Lunch Manager - Name		Signature	Date

**Long Island School Nutrition Directors Association
Participation in the LISNDA Long Island Cooperative (LICOOP)
2023-2024 School Year**

LICOOP District Resolution

WHEREAS, It is the plan of a number of public-school districts in Nassau/Suffolk Counties, New York to bid jointly on selected Food Service Commodities, Food and Food Service Supplies for the 2023-2024 school year.

WHEREAS, Westhampton Beach UFSD, is desirous of participating with other districts in Nassau/Suffolk Counties in the joint bidding of the commodities mentioned above as authorized by General Municipal Law, Section 119-0 and,

WHEREAS, Westhampton Beach UFSD, wishes to appoint a committee to assume the responsibility for drafting of specification, advertising for bids, accepting and opening bids, reporting the results to the boards of education and making recommendations thereon; therefore,

BE IT RESOLVED, that the BOARD OF EDUCATION FOR Westhampton Beach UFSD, hereby appoints Long Island School Nutrition Directors Association Long Island Cooperative to represent it in all matters related above, and,

BE IT FURTHER RESOLVED, that Westhampton Beach UFSD Board of Education authorized the above-mentioned cooperative to represent it in all matters leading up to and entering into a contract for the purchase of the above-mentioned commodities, and,

BE IT FURTHER RESOLVED, that Westhampton Beach UFSD Board of Education agrees to assume its equitable share of the costs of the cooperative bidding, and

BE IT FURTHER RESOLVED, that Westhampton Beach UFSD Board of Education agrees (1) to abide by majority decisions of the participating districts on quality standards; (2) that unless all bids are rejected, it will award contracts according to the recommendations of the committee; (3) that after award of contract(s), it will conduct all negotiations directly with the successful bidder(s).

Westhampton Beach Union Free School District

Name of School District

Sue Mensch

President of the Board of Education - Name

Authorized Signature

Date

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 21, 2023

Re: Financial Services RFP 2023-24 School Year

The district received three proposals in response to our Request for Proposals (RFP) advertisement for financial services due in early June. Attached you will find a summary of proposal cost submissions.

I am recommending that the Board of Education award the 2023 Financial Services RFP to Munistate Services, Inc. for the 2023-2024 school year with the option to renew annually at the rates established in the RFP. Munistat has been working with the school district for many years and we have been very satisfied with the firm's service.

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

**FINANCIAL ADVISOR SERVICES RFP 2023
RESULTS**

SERVICE	Capital Markets Advisors, LLC.		Fiscal Advisors and Marketing, Inc.		Munistat Services, Inc.	
	FLAT RATE FEE	OTHER FEES	FLAT RATE FEE	OTHER FEES	FLAT RATE FEE	OTHER FEES
TAX ANTICIPATION NOTES	\$4,750	\$ -	\$4,850	\$ -	\$4,600	\$ -
SEC FILING	\$2,200	\$ -	\$2,250 annual/ \$450 per event	\$ -	\$2,500	\$ -
SERIAL BONDS	\$7,450	plus \$0.50 per each \$1,000 of bonds issued over \$3M	\$9,850	Up to \$10M - Fee increases \$375 per every \$1M above \$10M	\$8,500	plus \$0.85 per \$1,000
ENERGY PERFORMANCE CONTRACT LEASES	\$6,500	\$ -	\$9,850	Up to \$10M - Fee increases \$375 per every \$1M above \$10M	\$8,500	plus \$0.85 per \$1,000
BOND ANTICIPATION NOTES	\$4,750	\$ -	\$4,850	Up to \$10M - Fee increases \$250 per every \$1M above \$10M	\$4,500	plus \$0.85 per \$1,000
REFUNDING SERIAL BONDS	\$12,500	\$ -	\$14,500	Up to \$10M - Fee increases \$1,000 per every \$1M above \$10M	\$12,500	plus \$1.50 per \$1,000
OTHER:	\$175/per hour for special projects including state aid assistance	\$ -	\$195/per hour	Only charged upon direction and acceptance of the District	\$185/per hour	\$ -

Alternative Offer from CMA: CMA would provide all the services noted above for a \$10,000 annual retainer. CMA would not bill the district for any out of pocket expenses, including printing, mailing, travel, calls, credit rating meetings or for generating amortization schedules

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 16, 2023

Re: Driver and Traffic Safety Education RFP 2023-24 School Year

The district received one proposal in response to our Request for Proposals (RFP) advertisement for driver and traffic safety education due in early June. Attached you will find a summary of proposal cost submission.

I am recommending that the Board of Education award the 2023 Driver and Traffic Safety Education to All Suffolk Auto School for the 2023-2024 school year with the option to renew up to four additional years at the 2023-24 submitted rate. However, in the event the vendor incurs additional expenses that require a price increase in subsequent years they may request a percentage increase not to exceed two percent.

The district has been very satisfied working with All Suffolk Auto School in previous years and is looking forward to partnering with them in the future.

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

**DRIVER AND TRAFFIC SAFETY EDUCATION RFP 2023
RESULTS**

2023-2024	All Suffolk Driving School
	HOURLY RATE
	\$510.00

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 16, 2023

Re: Accounting Services RFP 2023-24 School Year

The district received two proposals in response to our Request for Proposals (RFP) advertisement for district accounting services due in early June. Attached you will find a summary of proposal cost submissions.

I am recommending that the Board of Education award the 2023 Accounting Services RFP to Keeping Your Books for the 2023-2024 school year with the option to renew annually at the rates established in the RFP. Keeping Your Books has been working in the district for the past several months and we are very satisfied with the service.

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

**ACCOUNTING SERVICES RFP 2023
RESULTS**

2023-2024		Keeping Your Books	PKF O'Connor Davies
	SERVICE	HOURLY RATE	HOURLY RATE
	PARTNER	\$150.00	\$350.00
	MANAGER	\$150.00	\$275.00
	SUPERVISOR	\$150.00	\$225.00
	ACCOUNTANT SENIOR	\$100.00	\$200.00
	ACCOUNTANT STAFF	\$100.00	\$150.00
	ADMINISTRATIVE	\$100.00	\$104.00

2024-2025		Keeping Your Books	PKF O'Connor Davies
	SERVICE	HOURLY RATE	HOURLY RATE
	PARTNER	\$150.00	\$364.00
	MANAGER	\$150.00	\$286.00
	SUPERVISOR	\$150.00	\$234.00
	ACCOUNTANT SENIOR	\$100.00	\$208.00
	ACCOUNTANT STAFF	\$100.00	\$156.00
	ADMINISTRATIVE	\$100.00	\$108.00

2025-2026		Keeping Your Books	PKF O'Connor Davies
	SERVICE	HOURLY RATE	HOURLY RATE
	PARTNER	\$150.00	\$378.00
	MANAGER	\$150.00	\$297.00
	SUPERVISOR	\$150.00	\$243.00
	ACCOUNTANT SENIOR	\$100.00	\$216.00
	ACCOUNTANT STAFF	\$100.00	\$162.00
	ADMINISTRATIVE	\$100.00	\$112.00

2026-2027		Keeping Your Books	PKF O'Connor Davies
	SERVICE	HOURLY RATE	HOURLY RATE
	PARTNER	\$150.00	\$393.00
	MANAGER	\$150.00	\$308.00
	SUPERVISOR	\$150.00	\$253.00
	ACCOUNTANT SENIOR	\$100.00	\$225.00
	ACCOUNTANT STAFF	\$100.00	\$168.00
	ADMINISTRATIVE	\$100.00	\$116.00

2027-2028		Keeping Your Books	PKF O'Connor Davies
	SERVICE	HOURLY RATE	HOURLY RATE
	PARTNER	\$150.00	\$409.00
	MANAGER	\$150.00	\$320.00
	SUPERVISOR	\$150.00	\$263.00
	ACCOUNTANT SENIOR	\$100.00	\$234.00
	ACCOUNTANT STAFF	\$100.00	\$175.00
	ADMINISTRATIVE	\$100.00	\$120.00

Westhampton Beach Union Free School District Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 22, 2023

Re: Special Legal Services RFP 2023-24 School Year

The district received one proposal in response to our Request for Proposals (RFP) advertisement for special legal services due to the district in early June. Attached you will find a summary of proposal cost submissions.

I am recommending that the Board of Education award the 2023 Special Legal Counsel RFP to Anne Leahey Law, LLC for the 2023-2024 school year.

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

**SPECIAL LEGAL COUNSEL SERVICES
RFP RESULTS - 2023**

ANNE LEAHEY LAW, LLC		
SERVICE PERIOD	FEEES	OTHER FEES
2023-2024	\$250 per hour	\$ -

Westhampton Beach Union Free School District
Business Office

To: Dr. Carolyn Probst, Superintendent

From: Jacqueline Pirro, Assistant Superintendent for Business



Date: June 5, 2023

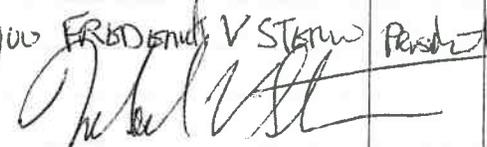
Re: Food Service Equipment Repair Bid Extension 2023/2024

Attached please find a letter from F.V. Stern & Sons, Inc. stating they will extend their current pricing agreement for the 2023-2024 school year. The district has been very pleased with the services F.V. Stern & Sons, Inc. provides. Therefore, I am recommending the Board of Education extend the current agreement for the 2023-2024 school year.

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

F.V. STERN & SONS, INC.

Commercial Kitchen Repairs
 Master Plumbers Lic.#33497MP
 P.O. Box 564 Yaphank, NY 11980
 Office (631) 924-5106 Fred's Cell (631) 897-0417
 James' Cell (631) 484-1448

CUSTOMER'S ORDER NO.		PHONE		DATE		
NAME						
ADDRESS						
WESTHAMPTON BEACH SCHOOL DIST WESTHAMPTON NY 2023-2024 School Season						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QTY.	DESCRIPTION				PRICE	AMOUNT
	FV STERN & SONS INC 2023-2024 School Season Our Rates will stay THE SAME Service call with labor ADD Labor at mark up on Parts 25%				Above 75hr 25%	150 00 75 00 25%
Thank you FRED Stern, F.V. Stern President 						
RECEIVED BY					TAX	
					TOTAL	

All claims and returned goods MUST be accompanied by this bill.

12712

Thank You



THIS SERVICE AGREEMENT dated this 5th of March, 2023

BETWEEN:

Westhampton Beach UFSD
340 Mill Road
Westhampton Beach, NY 11978
(the “Customer”)

- AND -

Consulting That Makes A Difference, Inc.
1070 Middle Country Road
Suite 7, Box 223
Selden, NY 11784
(the “Service Provider”)

Service Agreement

BACKGROUND:

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Engagement and Scope of Services

1. Service Provider shall provide educational consulting services during the 2023-2024 school year. These services may include, but are not limited to, workshops, classroom visitations and team meeting attendance and facilitation.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect from July 3, 2023 until June 28, 2024.

Phone: 631-680-8470
Email: Diane.Ripple@cmdi.us

1070 Middle Country Road
Suite 7, Box 223
Selden, NY 11784



Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation and Payment Schedule

4. See attached "Fees and Services" schedule for full disclosure of all services and fees. SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty days from receipt of invoice from SERVICE PROVIDER.

Cancellation Policy

5. CUSTOMER must notify SERVICE PROVIDER of a cancellation of a scheduled workshop or consultation date in advance of 20 calendar days of scheduled date. If CUSTOMER cancels a scheduled workshop or consultation date within less than 20 calendar days from scheduled date, CUSTOMER agrees to pay for cancelled date in full according to the compensation and payment schedule set forth in this agreement.

Modification of Agreement

6. This Agreement may only be altered, amended, or modified by written assignments signed by all the parties hereto.

Independent Contractor

7. SERVICE PROVIDER acknowledges that she will not hold herself as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and the extent set forth in this Agreement, and her/his relationship to SCHOOL DISTRICT shall, during the periods of her services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon her other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

Phone: 631-680-8470
Email: Diane.Ripple@cmdi.us

1070 Middle Country Road
Suite 7, Box 223
Selden, NY 11784



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

CONSULTING THAT MAKES A DIFFERENCE, INC.

By *Diane Ripple*
DIANE RIPPLE,
President

WESTHAMPTON BEACH UFSD

By _____ (signature)

(printed name)

(title)

Phone: 631-680-8470
Email: Diane.Ripple@cmdi.us

1070 Middle Country Road
Suite 7, Box 223
Selden, NY 11784

www.cmdi.us

Rate Sheet for 2023-2024

In-Person Services

Service	Details	Fee
Coaching	Up to 3 hours	\$475
Coaching	3-6 hours	\$900
Workshop	Up to 1 hour	\$775
Workshop	1-3 hours	\$1350
Workshop	3-6 hours	\$2325

Virtual Services

Service	Details	Fee
Coaching	Up to 3 hours	\$425
Coaching	3-6 hours	\$825
Workshop	Up to 1 hour	\$525
Workshop	1-3 hours	\$1100
Workshop	3-6 hours	\$2100

Other Services

Service	Details	Fee
Attending Team Meeting	Hourly Rate (in-person or virtual)	\$165
Attending CSE Meeting	Hourly Rate (in-person or virtual)	\$165
Individual Student Consultation	Hourly Rate (in-person or virtual)	\$165
Home Services	Hourly Rate (in-person or virtual)	\$165
Program Evaluation	Hourly Rate (in-person or virtual)	\$165



Complete Rehabilitation PT OT SLP
Post Office Box 622
Center Moriches, NY 11934
T 631.325.6963 | F 631.325.2941
www.completerehab.net

Trusted partner for school therapy services.

RELATED SERVICES PROVIDER CONTRACT

***Occupational Therapy, Physical Therapy, Speech Therapy
And
Special Education Home Instruction Services
2023-2024 School Year***

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT

Agreement made and entered into this 1st day of July 2023, by and between Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC., a corporation registered in the State of New York (hereinafter referred to as the "Agency" and the Westhampton Beach Union Free School District (hereinafter referred to as the "District").

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

- 1. The Agency is in the business of providing the services of licensed and qualified Occupational Therapists, Physical Therapists, Speech Pathologists, and Special Educators and the District desires to have the Agency provide such services.***
- 2. The Agency will provide the District with licensed and qualified therapists, with services and rates provided according to the attached Fee Schedule (See Attached).***
- 3. The District agrees that during the term of this Agreement and for a period of two years following the termination of this Agreement, the District will not enter into a separate agreement with any therapist utilized by the Agency to perform services for any contracted District without first obtaining prior written approval from the Agency.***
- 4. The Agency will submit an invoice for services rendered on a monthly basis and the District agrees to make full payment within sixty (60) days after receipt of said invoice.***
- 5. The parties hereto contemplate that this Agreement will run for the term of the contracted service option. Either party upon thirty (30) days prior written notice to the other may cancel this Agreement. Any notice required to be provided to any party to this Agreement shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the parties at the following addresses:***

Complete Rehab: PO BOX 622, Center Moriches, NY 11934

District: _____

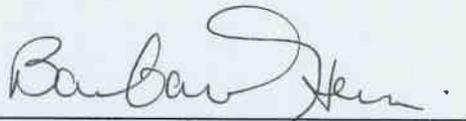
RELATED SERVICES PROVIDER CONTRACT

6. *The District will not incur any charges, should any therapist placed by the Agency with the District be absent for any reason whatsoever. However, should a student be absent, with prior notice, the District will not be responsible for payment of the fee for the therapist as if said student were present.*
7. *It is understood between the agency and the District that the substance of this Agreement is highly confidential and shall not be revealed in any manner with any personnel of the Agency nor any therapists placed by the Agency, except as required by law.*
8. *Neither party may assign or otherwise transfer its rights, privileges, or obligations under this Agreement without the prior written consent of the other party.*
9. *It is expressly understood that the Agency is being engaged strictly as an independent contractor, with all the incumbent tax and legal implications that flow from such relationship. However, the District retains final professional and administrative responsibility for any services rendered.*
10. *It is also expressly understood the District is not an employer of the Agency or its therapists and, consequently, the agency and the therapist it assigns to the District shall not be eligible for any additional benefits from the District including, but not limited to, social security, New York State Worker's Compensation Insurance, Unemployment Insurance, etc.*
11. *Each therapist assigned by the Agency to provide services to the District shall carry professional liability (malpractice) insurance. The District reserves the right to require that the Agency provide written proof of the existence of such insurance.*
12. *The Agency will perform any required background checks and fingerprinting of all staff directly providing services to students and comply with all provisions of Project SAVE legislation.*
13. *The Agency represents that the Agency and/or its employees and /or Independent Contractors are not currently charged, nor in the past been charged, with any criminal or professional misconduct or incompetence.*
14. *The Agency further agrees that it shall defend, indemnify and hold harmless the District, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorney's fees, judgments, fines and amounts paid in settlement in connection with threatened, pending or completed action, suit or proceeding, arising from any act, error, omission, misstatement, misleading statement, neglect or breach of duties by the Agency or any of its officers, directors, agents (including Independent Contractors) or employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect of this agreement.*
15. *All therapists providing services hereunder shall be subject to the approval of the school, which approval shall not be unreasonably withheld. The District specifically reserves the right to reject and/or request replacement of any individual therapist.*
16. *The Agency will follow the school calendar. Compensation will not be approved for services provided on a Saturday or Sunday unless directed by and with prior authorization by the director of special education.*
17. *The District shall retain responsibility for obtaining consent for related services and medical prescriptions from Parent/Guardian of students referred to the Agency for related services. The District shall be responsible for advising the Agency of the specific mandated services to be provided. The District and Agency shall maintain prescriptions on file and forward copies upon request of the Agency or District. All services will comply with pertinent provisions of Federal, State and local statutes, rules and regulations.*

RELATED SERVICES PROVIDER CONTRACT

18. *The Agency at its sole expense shall procure and maintain such policies of comprehensive general liability and such other insurance as shall be necessary. The Agency shall maintain professional liability in the amount of no less than Two Million (\$2,000,000) Dollars and general liability insurance in a single limit amount of no less than Two Million (\$2,000,000) Dollars.*
19. *The Agency agrees to submit to the School District proof of certification and/or professional licensing as well as NPI number of all Independent Contractors providing services to Medicaid eligible, school age students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes.*

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



Barbara A. Heim, OTR/L
Executive Director
Complete Rehabilitation PT, OT, SLP
of the Hamptons, PLLC

3/13/23

Date

Westhampton Beach Union Free School District

Date

RELATED SERVICES PROVIDER CONTRACT

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC

Fee Schedule: Westhampton Beach Union Free School District
2023-2024 School Year

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC shall provide services as defined in the District's referral and/or the student's IEP in accordance with Federal and State Laws regulating the practice of such educational services.

Provision of Related Services: **Occupational Therapy, Physical Therapy, Speech Therapy and Special Education services** will be through service options listed below:

Service Option: Evaluations	Fee*
Evaluations performed may include: Initial Evaluations and Re-Evaluations for Occupational Therapy, Physical Therapy and Speech Therapy when approved by the CSE or 504 Plan Coordinator. Evaluations may include administration of formal, standardized assessment tools and clinical assessment of performance areas to determine the need for therapy services and models of related service options. The procedure may include: <ul style="list-style-type: none"> • observation of student in the educational environment • record review • parent/teacher interview • administration and interpretation of test data • submission of written report 	\$250
Service Option: Direct Services (OT, PT, ST, SE)	Fee*
Direct Individual Treatment May include pull-out sessions, annual assessment for IEP development and review, classroom-based push-in sessions, and consultation as support to school personnel. <i>(per 30-minute session)</i>	\$44
Direct Group Treatment May Include pull-out sessions and classroom-based push-in sessions. <i>(per 30-minute session, per student)</i>	\$33
Home-Based Related Services: OT/PT/ST Services. On behalf of home-based students, services may include attendance at CSE meetings, teacher meetings, parent meetings, unnotified absences, IEP meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session)</i>	\$55
District Students Attending Programs Outside of District (i.e., cross-contracted with another district): Receiving Related Services (OT/PT/ST); On behalf of cross-contracted students, services may include attendance at CSE/504 meetings, teacher meetings, parent meetings, Re-Evaluation meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session, per student)</i>	\$55
District and Non-District Students Attending Private/Parochial Schools: Receiving Related Services (OT/PT/ST); On behalf of private and parochial school students, services may include attendance at CSE/504 meetings, teacher meetings, parent meetings, Re-Evaluation meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session, per student)</i>	\$55
District Students Parentally Placed in Charter Schools: Receiving Related Services (OT/PT/ST); On behalf of charter school students, services may include attendance at CSE/504 meetings, teacher meetings, parent meetings, Re-Evaluation meetings and annual review meetings or unspecified meeting requests. <i>(per 30-minute session, per student)</i>	\$55
Service Option: Indirect Services (OT, PT, ST, SE)	Fee*
Rtl (MTSS) Support: Tier 1 District Wide Kindergarten Support <i>(per 30-minute session)</i>	\$48
Tier 1: OT/PT Support <i>(per 30-minute session)</i>	\$48
Tier 2: OT/PT Support <i>(per 30-minute session)</i>	\$48
OT/PT/ST Classroom Support: this consultant model is provided to specified special education classes; therapists provide consultation which supports all students' performance within the classroom setting. <i>(per 30-minute session)</i>	\$48
Consultation (non-mandated): May include time spent meeting between school personnel and OT/PT/ST/SE, provided periodically to teachers throughout the school year as needed to discuss student schedules, review IEP goals, discuss progress marks and in preparation for annual review meetings. Additionally, Consultation (non-mandated) is provided to assess student needs for adaptive equipment including specifications and ordering information. <i>(per 30-minute session)</i>	\$44
Attendance at Meetings by Related Service Providers (OT/PT/ST/SE): Attendance at meetings may include: CSE/504 meetings, teacher meetings, parent meetings, Re-Evaluation meetings and annual review meetings or unspecified meeting requests authorized by the <i>School District's Special Education department or Non-Special Education Committees such as 504, IST or MTSS/Rtl district wide.</i> <i>(per 30-minute session)</i>	\$44
Professional Development-OT/PT/ST: provided to district staff/paraprofessionals at the request of the Director of Special Education. To provide ongoing Embedded Support for administrators, teachers, special area teachers, and paraprofessionals through, training may include development of motor skills, sensory strategies in the school- based setting and proper lifting and transfer techniques. <i>(per 30-minute session)</i>	\$150

*this rate includes therapist and administrative fees.

RELATED SERVICES PROVIDER CONTRACT

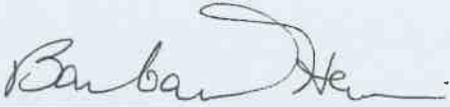
Payment Schedule

Westhampton Beach Union Free School District is to make payment(s) once an invoice is submitted for payment. Invoice to include total treatment sessions by hours, dates that the invoice covers, and total amount due for the period specified.

Complete Rehabilitation PT, OT, SLP of the Hamptons, PLLC will submit an invoice for services rendered on a monthly basis and the school district agrees to make full payment within sixty (60) days after receipt of said invoice.

Termination of Contract

Any contract agreed to under this request for proposal is subject to termination by either party within sixty (60) days written notice. In the event of termination of contract, the *Westhampton Beach Union Free School District* responsibility to pay for any unpaid services performed and authorized by the District.



Barbara A. Heim, OTR/L
Executive Director
Complete Rehabilitation PT, OT, SLP
of the Hamptons, PLLC

3/13/23

Date

Westhampton Beach Union Free School District

Date

CONTRACT/CONSULTING AGREEMENT

THIS AGREEMENT is made this 27th day of March, 2023,
between WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT,
located at 340 Mill Road, Westhampton Beach, NY 11978, hereinafter the Company,
and **Family Service League, Inc.**, hereinafter the Contractor/Consultant, whose mailing address
is **790 Park Avenue, Huntington, NY 11743.**

The Contractor/Consultant and The Company agree as follows:

1. TERM

This agreement shall commence 7/3/23 and terminate 6/28/24.
The agreement may be renewed at the option of The Company, up until the day that the original
agreement herein expires. This agreement may be terminated by either party without the consent
of the other party but only upon thirty (30) days notice. Such notice must be made in writing and
sent first class mail to the following:

The Company: Westhampton Beach UFSD
340 Mill Road
Westhampton Beach NY 11978

The Contractor/Consultant: **Family Service League, Inc.**
790 Park Avenue
Huntington, NY 11743

2. PAYMENT

In consideration of the services provided by The Contractor/Consultant to The Company,
services shall be paid in the following manner: (please include rates by hours, session, or month
according to the services being provided)

\$500 per psychiatric evaluation to be billed to the school on a monthly basis.

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

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.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts it's business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

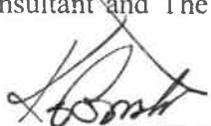
This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 3/9/23



The Contractor/Consultant
Tax ID No.: 11631827

Date: _____

Westhampton Beach UFSD
By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

One hour in person counseling sessions. Duties limited to direct counseling services to the student. The nature of the services will remain confidential and no progress reports, assessments or notes will be supplied to the district.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 5/19/23



The Contractor/Consultant
Tax ID No.: 87-3157344

Date: _____

Westhampton Beach UFSD
By: _____

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SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2023, by and between Metro Therapy, Inc. (the “SERVICE PROVIDER”) as the party of the first part, having its principal place of business located at 1363-8 Veterans Memorial Highway, Hauppauge, New York 11788 and the Board of Education, Westhampton Beach UFSD, as the party of the second part, having its principal place of business located at 340 Mill Road, Westhampton, NY 11978.

WITNESSETH:

WHEREAS, Metro Therapy, Inc. is in the business of providing the services of licensed and qualified occupational therapists, occupational therapy assistants, physical therapists, speech pathologists, special educators, social workers and psychologists, vision teachers and teachers of the deaf or hearing impaired.

WHEREAS, the Westhampton Beach UFSD is authorized by law to contract for the provision of related services for its students with handicapping conditions; and

WHEREAS, Metro Therapy, Inc. warrants that it has reviewed the individualized education program (“IEP”) of each pupil services by it, and represents that it will provide the level of services identified in the IEP to meet the needs of such children with handicapping conditions; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This agreement shall be in effect for the period July 1, 2023 to June 30, 2024, unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:**
 - a. Metro Therapy, Inc. shall provide therapy services during the school year for those children covered by the terms of this Agreement. The therapy provided by Metro Therapy, Inc. shall be appropriate to the mental ability and physical condition of the children, and in accordance with the Commissioner’s Regulations, currently approved methods and practices of the profession. Metro Therapy, Inc. shall provide the following services at no additional charge unless otherwise indicated, consisting of, but not limited to, the following:
 - i. The implementation of goals and objectives for the educational services provided as per each individual student’s IEP;
 - ii. The completion of progress reports regarding student achievement of objectives as per report card schedules.
 - iii. Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student’s CSE meeting;
 - b. All services shall be provided in strict compliance with the student’s IEP.
 - c. The Westhampton Beach UFSD agrees that during the term of this Agreement and for twenty four (24) months thereafter, directly or indirectly, not to hire or contract with any individual that has been assigned by Metro Therapy, Inc. to the Westhampton Beach UFSD.
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by Metro Therapy, Inc. to Westhampton Beach UFSD for the term of this Agreement, Westhampton Beach UFSD agrees to pay Metro Therapy, Inc. per the RATE SCHEDULE A attached to and made a part of this AGREEMENT. Any change in the rate schedule must be made in writing in the form of an Amendment which is to be signed by both parties.

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4. **INVOICE DUE ON MONTHLY BASIS:** Metro Therapy, Inc. will submit an invoice for services rendered on a monthly basis, and payment to Metro Therapy, Inc. shall be made within thirty (30) days from receipt of invoice from Metro Therapy, Inc. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by Westhampton Beach UFSD, shall identify the names of the students who received services. Westhampton Beach UFSD shall give Metro Therapy, Inc. notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of Westhampton Beach UFSD’s rights prevent Westhampton Beach UFSD from availing itself of any remedy or course of action it has in law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR:** All employees and/or agents of Metro Therapy, Inc. shall be deemed employees and/or agents of Metro Therapy, Inc. for all purposes and Metro Therapy, Inc. alone shall be responsible for their work, personal conduct, direction and compensation. Metro Therapy, Inc. acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of Westhampton Beach UFSD. Metro Therapy, Inc. is retained by Westhampton Beach UFSD only for the purposes and to the extent set forth in this Agreement, and its relationship to Westhampton Beach UFSD shall, during the periods of its services hereunder, be that of an independent contractor. Metro Therapy, Inc. shall not be considered as having employee status and shall not be entitled to participate in any of Westhampton Beach UFSD’s worker’s compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, Metro Therapy, Inc., its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment status for the purposes of any other rights, privileges or benefits derived from employment by Westhampton Beach UFSD. Metro Therapy, Inc. shall not assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between Westhampton Beach UFSD and its employees.
6. **EXPENSES OF SERVICE PROVIDER:** Metro Therapy, Inc. shall be responsible for all costs and expenses incurred by Metro Therapy, Inc. that are incident to the performance of services for Westhampton Beach UFSD, including, but not limited to, all tools, vehicles, or other equipment to be provided by Metro Therapy, Inc., all fees, fines, licenses, bonds or taxes required of or imposed against Metro Therapy, Inc. and all other of Metro Therapy, Inc.’s costs of doing business.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** Westhampton Beach UFSD shall not withhold from sums payable to Metro Therapy, Inc. under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. Metro Therapy, Inc. agrees that any tax obligation of Metro Therapy, Inc. arising from the payments made under this Agreement will be Metro Therapy, Inc.’s sole responsibility.
8. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
 - a. No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. Metro Therapy, Inc. and its employees and/or agents shall not share or accept any fee or gratuity from the student or student’s family for service provided pursuant to this Agreement.
 - b. Westhampton Beach UFSD shall not incur any charges should Metro Therapy, Inc., its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the Westhampton Beach UFSD shall be responsible for payment of the cost associated with the cancelled session on the condition that the service provider agrees to use the cancelled session’s time to do required paperwork or other student-related work for the Westhampton Beach UFSD.
9. **SCHOOL DISTRICT’S RIGHT TO EXAMINE ACCOUNTING RECORDS:** Westhampton Beach UFSD shall have the right to examine any and all accounting records as they pertain to the services to be provided pursuant to this Agreement.

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10. **LICENSE AND AUTHORIZATION:** Metro Therapy, Inc. warrants that it will provide Westhampton Beach UFSD with licensed/certified and qualified individuals. Metro Therapy, Inc. further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. Metro Therapy, Inc. shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, Metro Therapy, Inc. agrees to submit to Westhampton Beach UFSD proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. Metro Therapy, Inc. further agrees to complete and submit, upon the request of Westhampton Beach UFSD, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of Westhampton Beach UFSD. Westhampton Beach UFSD reserves the right to reject the placement of any individual. The Westhampton Beach UFSD agrees that during the term of this Agreement and for twenty four (24) months thereafter, directly or indirectly, not to hire or contract with any Contractor Service Provider that has been assigned by Metro Therapy, Inc. to the Westhampton Beach UFSD
11. **SAVE LEGISLATION:** Metro Therapy, Inc. understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. Metro Therapy, Inc. shall adhere to all requirements and protocols as established by Westhampton Beach UFSD and the State Education Department of New York: to wit, but not limited to, fingerprinting. Metro Therapy, Inc. further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to Westhampton Beach UFSD. Metro Therapy, Inc. must submit a complete roster of names and license numbers for all service providers who will be or may be providing services to the Westhampton Beach UFSD pursuant to this Agreement, for Westhampton Beach UFSD'S verification of such providers' clearance status. In the event that Metro Therapy, Inc. utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, Westhampton Beach UFSD shall have the right to immediately terminate the contract.
12. **ATTENDANCE RECORDS:** Metro Therapy, Inc. shall maintain monthly attendance records which shall be submitted to Westhampton Beach UFSD at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
13. **REPORTS TO Westhampton Beach UFSD:** Metro Therapy, Inc. hereby agrees to furnish written reports of each pupil's educational progress to Westhampton Beach UFSD. Metro Therapy, Inc. will render such reports to Westhampton Beach UFSD at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the Westhampton Beach UFSD. At a minimum, all reports shall be furnished at the Annual Review. Any and all reports shall be furnished upon termination of the Agreement. Metro Therapy, Inc. shall provide such additional information concerning the pupil's progress as may be required by Westhampton Beach UFSD.
14. **AUTHORIZATION OF Westhampton Beach UFSD:** Metro Therapy, Inc. shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of Westhampton Beach UFSD.
15. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, Metro Therapy, Inc., its employees and/or agents shall obey all Westhampton Beach UFSD rules and regulations and must follow all reasonable directives of Westhampton Beach UFSD's administrators and employees.

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16. **PHOTO I.D.**: Metro Therapy, Inc. shall furnish each individual providing services hereunder with a photo identification badge to be worn at all times while the individual is on-site providing services to Westhampton Beach UFSD.
17. **STUDENT REMOVAL**: Westhampton Beach UFSD shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
18. **STUDENT PRESCRIPTIONS**: Where applicable, Westhampton Beach UFSD shall obtain all medical prescriptions from the parent/guardian of students referred to Metro Therapy, Inc. Westhampton Beach UFSD shall forward copies of these prescriptions to Metro Therapy, Inc. upon its request.
19. **TERMINATION**: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to Metro Therapy, Inc. for services rendered. Metro Therapy, Inc. will not incur any additional expenses upon receipt of Westhampton Beach UFSD's notification that Metro Therapy, Inc.'s services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to Westhampton Beach UFSD must be completed by Metro Therapy, Inc. within thirty (30) days of the termination date.
20. **CONFIDENTIALITY**: Metro Therapy, Inc., its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Metro Therapy, Inc., its employees and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Metro Therapy, Inc. further agrees that any information received by Metro Therapy, Inc., its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the Westhampton Beach UFSD, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. It is further understood between the Westhampton Beach UFSD and Metro Therapy, Inc. that the substance of this Agreement is highly confidential and shall not be revealed in any manner with any personnel of Metro Therapy, Inc. or any therapists placed by Metro Therapy, Inc. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
21. **HIPAA**: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
22. **INDEMNIFICATION AND HOLD HARMLESS PROVISION**: Metro Therapy, Inc. further agrees that it shall defend, indemnify and hold harmless Westhampton Beach UFSD, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Metro Therapy, Inc. or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
23. **INSURANCE PROVISION**: Metro Therapy, Inc. shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect Metro Therapy, Inc. and Westhampton Beach UFSD from claims set forth below for which Metro Therapy, Inc. may be legally liable, whether such operations be by Metro Therapy, Inc. or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties. Metro Therapy, Inc. hereby agrees to effectuate the naming of Westhampton Beach UFSD as an unrestricted additional insured on Metro Therapy, Inc.'s insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive

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date must precede the date of the contract. The policy naming Westhampton Beach UFSD as an additional insured shall include:

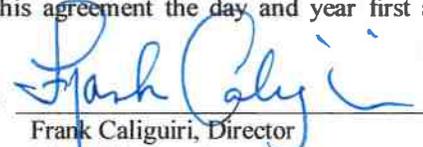
- a. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - b. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. Worker’s Compensation and N.Y.S. Disability: Statutory Worker’s Compensation, Employers’ Liability and N.Y.S. Disability Benefits insurance for all employees.
 - d. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for Westhampton Beach UFSD. If written on a “claims made” basis, the retroactive date must predate the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - e. In the event that any of the insurance coverage to be provided by Metro Therapy, Inc. contains a deductible, Metro Therapy, Inc. shall indemnify and hold Westhampton Beach UFSD harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of Metro Therapy, Inc.
 - f. Metro Therapy, Inc. shall provide the Westhampton Beach UFSD with evidence of the above insurance requirements upon execution of the within Agreement. Metro Therapy, Inc. further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects Metro Therapy, Inc. to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages Westhampton Beach UFSD sustains as a result of this breach. In addition, Metro Therapy, Inc. shall be responsible for the indemnification to Westhampton Beach UFSD of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys’ fees.
 - g. Prior to commencement of its services, Metro Therapy, Inc. shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
24. **NOTICES**: Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:
- To: Metro Therapy, Inc.
P O Box 6005
Hauppauge NY 11788-9005
- From: Westhampton Beach UFSD
340 Mill Road
Westhampton NY 11978
25. **ASSIGNMENT OF AGREEMENT**: Metro Therapy, Inc. shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of Westhampton Beach UFSD.
26. **DISCRIMINATION**: Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
27. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State of New York.
28. **SEVERABILITY**: If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

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- 29. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between Westhampton Beach UFSD and Metro Therapy, Inc., and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
- 30. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. **REPRESENTATIONS AND WARRANTIES:** Metro Therapy, Inc represents and warrants: 1) that Metro Therapy, Inc. has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that Metro Therapy, Inc. has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
- 32. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
- 33. **NONWAIVER:** No action or failure to act by Metro Therapy, Inc. or Westhampton Beach UFSD shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- 34. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of Metro Therapy, Inc. hereby represents and warrants that the undersigned is an officer, director, or agent of Metro Therapy, Inc. with full legal rights, power and authority to enter into this Agreement on behalf of Metro Therapy, Inc. and bind Metro Therapy, Inc. with respect to the obligations enforceable against Metro Therapy, Inc. in accordance with its terms.

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

Date: 3/7/23

By: 
Frank Caliguiri, Director
Metro Therapy, Inc.

Date: _____

By: _____
NAME
Westhampton Beach UFSD

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SCHEDULE A – Page 1 of 2
PROPOSED RATES FOR Westhampton Beach UFSD
(July 1, 2023-June 30, 2024)

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)		\$43.00	\$45.00	\$45.00	\$43.00
30- Minute Group Session (up to 5 students) (Includes push-ins, pull-outs)		\$65.00	\$65.00	\$65.00	\$65.00
Whole Classroom Push-Ins – 30 minutes		\$70.00			
Handwriting Groups (up to 8 students)		\$65.00			
<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 \$50.00 per half hour session per child.</i>					

	OT	PT	ST	Bilingual ST
SCREENINGS	\$43.00	\$45.00	\$100.00	\$150.00

EVALUATION	Monolingual	Bilingual
Occupational Therapy	\$185.00	\$200.00
Physical Therapy	\$185.00	\$200.00
Speech Therapy	\$250.00	\$350.00
Neuropsychological	\$3600.00	
A-DOS	\$550.00	
Psychological	\$500.00	\$600.00
Psychological/Education	\$750.00	\$900.00
Social History	\$100.00	\$175.00
Educational by Psychologist	\$350.00	\$450.00
Educational by Special Educator	\$250.00	\$350.00
Classroom Observation with report	\$100.00	
Assistive Technology/AAC	\$1800.00	
Vision and Hearing	\$325.00	
Central Auditory Processing (CAP)	\$1750.00	

BEHAVIOR INTERVENTION SERVICES (Per Hour)	BCBA	Non-BCBA
Classroom Consultation	\$150.00	\$125.00
ABA Skills Assessment	\$150.00	\$125.00
FBA/BIP	\$150.00	\$125.00
BIS/Family Training (In-home)	\$150.00	\$125.00
BIS Technician Supervision (In-home)	\$150.00	\$125.00
BIS Technician -Registered (In-home)		\$55.00
BIS Technician - non-Registered (In-home)		\$45.00

“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	\$45.00
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)	\$50.00
Vision Services	\$64.00
Teacher of the Deaf Services	\$64.00
Teaching Assistant	\$20.00
Assistive Technology/AAC Consults (including meeting participation)	\$100.00

	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	\$1500.00	\$750.00	\$250.00

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, annual review testing 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 – CSE/CPSE Chairperson Consulting: \$95.00 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.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:
The Consultant is responsible for Medicaid reimbursement, submission and reconciliation.
Completion of Annual Cost Report for a set price of \$1424.50.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 7/1/23


The Contractor/Consultant
Tax ID No: 83-2733234

Date: _____

Westhampton Beach UFSD
By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Provide Full-Day (5 hour) Universal Pre-Kindergarten Program for eligible students.

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 6/9/23

Devin Stewart St Mark's Episcopal
 The Contractor/Consultant
 Tax ID No.: 11-1816358 *Church warden*

Date: _____

 Westhampton Beach UFSD
 By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Provide Full-Day (5 hour) Universal Pre-Kindergarten Program for eligible students

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

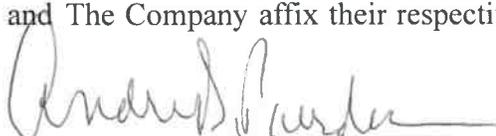
This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 6/6/23



 The Contractor/Consultant
 Tax ID No.: 11-3534383

Date: _____

 Westhampton Beach UFSD
 By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Provide Full-Day (5 hour) Universal Pre-Kindergarten Program for eligible students

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: June 7, 2023



 The Contractor/Consultant
 Tax ID No.: 824878085

Date: _____

 Westhampton Beach UFSD
 By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Provide Full-Day (5 hour) Universal Pre-Kindergarten Program for eligible students

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts its business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 6/12/23

Theresa Caponi
The Contractor/Consultant
Tax ID No.: 81-3597849

Date: _____

Westhampton Beach UFSD
By: _____

3. CONTRACT

This contract shall be terminated by any of the following conditions:

- a. The contract period expires without renewal as provided under Article 1.
- b. The contract is terminated by either party pursuant to Article 1.
- c. The death of The Contractor/Consultant.

4. DUTIES OF THE CONTRACTOR/CONSULTANT

The Contractor/Consultant shall be responsible for the following:

Use of pool 7:15 a.m. to 9:00 a.m. Monday – Friday

5. NON-DISCLOSURE

The Contractor/Consultant agrees that he/she will not at any time during or after the term of this agreement reveal, divulge, or make known to any person, corporation or entity of any kind the contents of any method or manner in which The Company conducts it's business, without the express permission of The Company. All information garnered during the duration of this agreement is considered privileged and proprietary and may not be revealed by The Contractor/Consultant without the express permission of The Company. The client list of The Company is agreed to be a trade secret of The Company.

6. NON-ASSIGNABILITY

Except as provided herein, this contract may not be assigned by either party without the express written permission of the other party.

7. AMENDMENT

This agreement may be amended at any time by a written instrument agreed to by both The Contractor/Consultant and The Company, and properly executed therewith.

8. GOVERNANCE

This contract is governed by the laws of the State of New York.

IN WITNESS WHEREOF, The Contractor/Consultant and The Company affix their respective marks herewith:

Date: 6/20/23



The Contractor/Consultant
Tax ID No.: _____

Date: _____

Westhampton Beach UFSD
By: _____

WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
Westhampton Beach, New York

R E S O L U T I O N
APPR – EDUCATOR EVALUATION PLAN UPDATE

BE IT RESOLVED, that the Board of Education of the Westhampton Beach Union Free School District, upon the recommendation of the Superintendent of Schools, hereby approves the submission of an updated APPR Educator Evaluation Plan application to the New York State Education Department and hereby authorizes the Superintendent of Schools and the Board President to execute and submit such application on behalf of the District.

Adopted:

Board of Education
Westhampton Beach Union Free School District

AGREEMENT OF TERMS, CONDITIONS, AND SALARY

**Lisa Hannaford
Confidential Secretary
July 1, 2023 – June 30, 2026**

This agreement made _____ by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Lisa Hannaford.

Compensation:	2023/24	\$77,605
	2024/25	\$79,739
	2025/26	\$81,932

Vacation: As a 12-month employee, Ms. Hannaford is entitled to 15 vacation days.

Holidays: Ms. Hannaford shall receive the Christmas, Winter and Spring recesses as time off with pay. In addition, Ms. Hannaford is entitled to all other district observed holidays.

Sick Leave: As a 12-month employee, Ms. Hannaford is entitled to twelve sick days per year. Annual sick days will be cumulative to a total of 180 days.

Upon resignation or retirement, possessing an age of at least fifty-five, Ms. Hannaford will be entitled to 100% of her accumulated sick days.

Personal Days: Ms. Hannaford is entitled to three personal days, with prior approval, per year. Unused personal days will convert to unused sick time.

Summer Hours: Three weeks after the close of school in June, until two weeks prior to Labor Day, Ms. Hannaford's workday shall be five hours in length.

Health Insurance:

District will provide 85% of the premium for coverage of health insurance, individual or family coverage. Ms. Hannaford shall contribute 15% towards the health insurance premium. The district agrees to pay an additional 10% contribution to the district's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement.

Ms. Hannaford shall have the option of receiving an amount in lieu of enrolling in the district's health plan. The amount received will be one half (50%) of the amount saved by the district by election of this option (whether it be single or family plan). Ms. Hannaford may, if need be, re-enroll in the health plan.

Moreover, Ms. Hannaford will receive dental, life and disability coverage as per the clerical contract.

Additionally, the Board of Education agrees to provide Ms. Hannaford with any, and all of the benefits detailed in the existing clerical contract that are not mentioned above.

Lisa Hannaford

Suzanne M. Mensch
President, Board of Education

AGREEMENT OF TERMS, CONDITIONS, AND SALARY

Carole Hillman
Confidential Secretary
July 1, 2023 – June 30, 2026

This agreement made _____ by and between the Westhampton Beach UFSD, Westhampton Beach, NY and Carole Hillman.

Compensation:	2023/24	\$77,485
	2024/25	\$79,616
	2025/26	\$81,805

Vacation: As a 12-month employee, Ms. Hillman is entitled to 15 vacation days.

Holidays: Ms. Hillman shall receive the Christmas, Winter and Spring recesses as time off with pay. In addition, Ms. Hillman is entitled to all other district observed holidays.

Sick Leave: As a 12-month employee, Ms. Hillman is entitled to twelve sick days per year. Annual sick days will be cumulative to a total of 180 days.

Upon resignation or retirement, possessing an age of at least fifty-five, Ms. Hillman will be entitled to 100% of her accumulated sick days.

Personal Days: Ms. Hillman is entitled to three personal days, with prior approval, per year. Unused personal days will convert to unused sick time.

Summer Hours: Three weeks after the close of school in June, until two weeks prior to Labor Day, Ms. Hillman's workday shall be five hours in length.

Health Insurance:

District will provide 85% of the premium for coverage of health insurance, individual or family coverage. Ms. Hillman shall contribute 15% towards the health insurance premium. The district agrees to pay an additional 10% contribution to the district's share of the premium cost of health insurance upon retirement; said 10% "additional contribution" is to be made for a period of ten (10) years from date of retirement.

Ms. Hillman shall have the option of receiving an amount in lieu of enrolling in the district's health plan. The amount received will be one half (50%) of the amount saved by the district by election of this option (whether it be single or family plan). Ms. Hillman may, if need be, re-enroll in the health plan.

Moreover, Ms. Hillman will receive dental, life and disability coverage as per the clerical contract.

Additionally, the Board of Education agrees to provide Ms. Hillman with any, and all of the benefits detailed in the existing clerical contract that are not mentioned above.

Carole Hillman

Suzanne M. Mensch
President, Board of Education

WESTHAMPTON BEACH SCHOOL DISTRICT PERSONNEL ACTION REPORT

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

June 26, 2023

A - CERTIFIED STAFF

THE SUPERINTENDENT OF SCHOOLS RECOMMENDS ACCEPTANCE OF THE FOLLOWING IN ACCORDANCE WITH THE PROVISIONS OF EDUCATION LAW:

1. Appointment

NAME	TENURE AREA	CERTIFICATION	BUILDING	LEVEL/STEP	SALARY	DATE OF APPOINTMENT	END OF PROBATIONARY APPOINTMENT
Thomas Volk	Teaching Assistant	Teaching Assistant	High School	—	\$25,000	9/5/2023	8/31/2027
Matthew Andrew	Social Studies	Social Studies 7-12	High School	Step 2D, MA	\$64,276	9/5/2023	8/31/2027

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

NAME	POSITION	EFFECTIVE DATE	REASON
Caitlynn Webber	MS Sixth Grade Teacher	6/30/2023	Excessed Due to 1.0 FTE Elementary Abolishment

3. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATE
Peter DeTore	HS 0.7 FTE Physical Education Teacher	Step 2A, BA, \$55,395 (prorated)	9/5/2023 - 6/30/2024
	HS 0.3 FTE Permanent Substitute	\$150/day (prorated)	9/5/2023 - 6/30/2024
Marissa Diveris	HS-MS 0.8 FTE Social Studies Teacher	Step 1A, BA, \$52,525 (prorated)	9/5/2023 - 6/30/2024
Emily Isselbacher	HS 0.8 FTE Special Education Teacher	Step 2G, MA+30, \$69,710 (prorated)	9/5/2023 - 6/30/2024
Kaitlyn Guteres	HS Foreign Language Leave Replacement	Step A1, BA, \$52,525	9/5/2023 - 6/30/2024
Carrie Bender	Services for Students with Disabilities (SSD) Support	\$50.22/hour	7/1/2023 - 6/30/2024

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. Temporary Employment

NAME	POSITION	SALARY	EFFECTIVE DATE
Laura Hansen	ES Senior Office Assistant - Provisional	Step 19, \$67,670	7/1/2023

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

NAME	POSITION	EFFECTIVE DATE	REASON
Thomas Volk	HS Teacher Aide	6/30/2023	Resignation
Rocio Argote Linares	HS Food Service Worker	6/30/2023	Resignation
Thomas Moscatiello	MS Monitor	6/6/2023	Resignation

Date Submitted to the Board of Education: _____

C - CO-CURRICULAR APPOINTMENTS

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 District-Wide Staff**

NAME	POSITION	RATE OF PAY
All District Teaching/Professional Staff	MS/HS After School Detention Program	\$25/hour
All District Teaching/Professional Staff	MS WIN Academy and ENL Academy	\$50.22/hour

Date Submitted to the Board of Education: _____

**The Superintendent of Schools Recommends Appointment of the Following
2023-2024 Fall Coaching Staff**

NAME	SCHOOL	SPORT	SALARY
Hannah Martin	High School	Cross Country - Varsity Boys	\$5,655.32
Randall Lein	High School	Soccer - Varsity Boys	\$7,259.03

Date Submitted to the Board of Education: _____

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 52

2023/24 HIGH SCHOOL VACANCIES

- 0.2 FTE Introduction to Science Research Teacher
- 0.2 FTE Marine Science Teacher
- 0.2 FTE Business Management Teacher
- 0.2 FTE ENL Teacher

Please apply by June 16, 2023 to:

Dr. Christopher Herr
High School Principal
Westhampton Beach UFSD
631-288-3800

June 2, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 53

**ANTICIPATED OPENINGS
2023-24 School Year**

Coaches

(Please see attached for additional Assistant Coach positions)

Up-to-date CPR, First Aid & NYS coaching certificate required

See attached

Please apply by June 16, 2023 to:

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

June 2, 2023

2023-24 FALL		2023-24 WINTER		2023-24 SPRING	
SPORT	LEVEL	SPORT	LEVEL	SPORT	LEVEL
Football Cheer	Varsity	Boys Basketball	Varsity	Baseball	Varsity
Girls X-Country	Varsity	Boys Basketball	V Asst	Baseball	Var Asst
Boys X-Country	Varsity	Girls Basketball	Varsity	Baseball	JV
B&G X-Country	MS	Girls Basketball	V Asst	Baseball	MS
Football	Varsity	Boys Basketball	JV	Baseball	MS
Football	Var Asst	Girls Basketball	JV	Boys Lacrosse	Varsity
Football	Var Asst	Comp. Cheer	Varsity	Boys Lacrosse	Var Asst
Football	Var Asst	Wrestling	Varsity	Boys Lacrosse	JV
Football	JV	Wrestling	V Asst	Boys Lacrosse	JV
Football	JV	Wrestling	JV	Boys Lacrosse	MS
Football	JV	Track G	Varsity	Girls Lacrosse	Varsity
Football	MS	Track G	Var Asst	Girls Lacrosse	Var Asst
Football	MS	Track B	Varsity	Girls Lacrosse	JV
Football	MS	Track B	Var Asst	Girls Lacrosse	JV
Golf	Var	Boys Basketball	MS	Girls Lacrosse	MS
Golf	JV	Boys Basketball	MS	Softball	Varsity
Boys Soccer	Varsity	Girls Volleyball	MS	Softball	Var Asst
Boys Soccer	V. Asst.	Girls Volleyball	MS	Softball	JV
Boys Soccer	JV	Girls Basketball	MS	Softball	MS
Boys Soccer	MS	Girls Basketball	MS	Boys Tennis	Varsity
Girls Soccer	Varsity	Boys Volleyball	MS	Boys Tennis	JV
Girls Soccer	V Asst.	Boys Volleyball	MS	Boys Tennis	MS
Girls Soccer	JV	Wrestling	MS	Boys Track	Varsity
Girls Soccer	MS			Boys Track	Var Asst
Girls Tennis	Varsity			Boys Track	MS
Girls Tennis	JV			Girls Track	Varsity
Girls Tennis	MS			Girls Track	Var Asst
Boys Volleyball	Varsity			Girls Track	MS
Boys Volleyball	V Asst.				
Boys Volleyball	JV				
Girls Volleyball	Varsity				
Girls Volleyball	V Asst.				
Girls Volleyball	JV				
Athletic Trainer					
Equipment Mgr.					

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 54

23/24 ANTICIPATED VACANCIES

Middle School Team Leaders (5)
Grades 6-8

Please apply by June 27, 2023 to:

Charisse Miller
Middle School Principal
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 55

2023/24 VACANCIES

Middle School After School Support Teachers/Staff (W.I.N. Academy)
(Math, Science, English, ENL, Mental Health)

Monday - Thursday from 2:45 - 5:00 PM
October 2, 2023 - June 13, 2023

Compensation at Professional Rate \$50.22 per hour

Please apply by June 27, 2023 to:

Charisse Miller
Middle School Principal
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 56

**ANTICIPATED OPENING
2023/24 SCHOOL YEAR**

We Care Director

Please apply by June 27, 2023 to:

William A. Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 57

2023/24 ANTICIPATED VACANCIES

Instructional Coordinators

Special Education
English
Music
ENL
Science

Please apply by June 27, 2023 to:

William A. Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 58

2023/24 ANTICIPATED VACANCY

Records Management Clerk

Please apply by June 27, 2023 to:

William A. Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 59

2023-24 ANTICIPATED VACANCIES

FALL SPORTING EVENT SUPERVISION

Sports Supervision Rate of pay

Please apply by June 27, 2023 to:

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

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 60

2023/24 ANTICIPATED VACANCIES

MS/HS Detention

Please apply by June 27, 2023 to:

William A. Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 61

2023/24 VACANCY

Elementary School Winter Recreation Director

Please apply by June 27, 2023 to:

William A. Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 62

2023/24 VACANCY

Elementary School Homework Club ELL

Please apply by June 27, 2023 to:

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

June 12, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 63

VACANCIES

(4) SCHOOL MONITORS

(Monday - Friday, 3.5 hours per day)

Apply by June 28, 2023 to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 13, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 64

2023/24 ANTICIPATED VACANCY

0.7 FTE Physical Education Teacher - District Wide

Apply by June 28, 2023 to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach School District
631-288-3800

June 13, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
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631-288-3800**

Bulletin No. 22/23 – 65

2022/23 VACANCY

Middle School Special Education Teaching Assistant

Please apply by June 28, 2023 to:

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

June 13, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
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WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 66

2023/24 VACANCY

Services for Students with Disabilities (SSD) Support

(Assist/manage requests for student accommodations related to
ACT and College Board examinations)

Compensation at the hourly professional rate of pay (\$50.22/hour)

Please apply June 28, 2023 to:

Dr. Robert Finn
Director of Guidance
Westhampton Beach School District
631-288-3800

June 13, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 67

VACANCY

MS/HS ENL Leave Replacement Teacher
September 5, 2023 - November 21, 2023

Please apply by July 5, 2023 to:

William Fisher
Assistant Superintendent for Personnel & Instruction
Westhampton Beach UFSD
631-288-3800

June 16, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 68

ANTICIPATED PART-TIME VACANCY

0.8 FTE HS Special Education Teacher

Please apply by July 5, 2023 to:

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

June 16, 2023

**WESTHAMPTON BEACH UNION FREE SCHOOL DISTRICT
340 MILL ROAD
WESTHAMPTON BEACH, NY 11978
631-288-3800**

Bulletin No. 22/23 – 69

2022/23 VACANCY

Special Education Teacher Aide

Please apply by July 5, 2023 to:

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

June 16, 2023