

EAST HAMPTON UNION FREE SCHOOL DISTRICT

**REGULAR MEETING
OF THE BOARD OF EDUCATION
Board Conference Room
at 6:30 p.m.**

Tuesday, October 15, 2019

AGENDA

1. Executive Session (5:30 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. Presentation: JMMES Wellness Foundation
5. News of the Schools
6. Public Comments (Agenda Items Only)
The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:
 1. *Each speaker is permitted three minutes for their comments.*
 2. *The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.*
 3. *The Board is not permitted to address personnel or individual student matters in open session.*
7. Consent Agenda
8. Superintendent's Report and Recommendations
9. Old Business
 1. Update – Contract Agreement of Land Purchase for New Transportation Depot
10. New Business
 1. Facilities Committee Update
11. Public Comments
12. Adjournment

Superintendent's Report and Recommendations:

1. Recommended: That the Board accept the Minutes of October 1, 2019 and October 8, 2019 as written and place on file.
2. Recommended: That the Board approve the following Resolution, to wit: RESOLVED, Jamie Hansen, is, upon the recommendation of the Superintendent of Schools, appointed to a Teaching Assistant position for a probationary period of four years to commence on October 16, 2019 and expire on October 15, 2023 at an annual salary of \$34,305.00 (Step 1, pro-rated, of the teaching assistant salary schedule attached to the teachers' association collective bargaining agreement).
3. Recommended: That the Board approve the following appointments for the 2019-2020 school year:

Substitute Teachers

Linda Schlichter-Reiser at the certified substitute daily rate of \$150.00

Michael Sandler at the certified substitute daily rate of \$125.00

Substitute Paraprofessional – Vanesa Tacuri

(at the hourly rate of \$17.94)

Middle School After School Program – Miguel Adrover

(Grant funded – at hourly rate of \$17.94)

4. Recommended: That the Board accept the letter of resignation, for the purpose of retirement, from Cornelius Brosnan, Science Teacher, effective at the close of business day, January 15, 2020.
5. Recommended: That the Board approve the Facility Use Agreement between East Hampton Union Free School District and The American National Red Cross for the purpose of providing disaster relief services and shelter during a disaster for the 2019-2020 school year in accordance with the terms and conditions set forth in said Facility Use Agreement.
3. Recommended: That the Board accept the second and final reading of the following new District policies: Non-Discrimination and Equal Opportunity (Policy #6119), and Recognition and Acceptance of Memorials (Policy #5231).
4. Recommended: That the Board approve the Tax Levy for the East Hampton Union Free School District for the 2019-2020 school year in the amount of \$53,184,682.60 (this amount includes the East Hampton Library Tax Levy of \$1,411,479.60 for the 2019-2020 school year).
5. Recommended: That the Board approve the disposal of the following damaged and obsolete equipment:

1 5'x6' computer table, Tag# 103976, and
6 TI 84 Plus Graphing Calculators (Tag #s 108930, 108896, 108925, 108392, 108899, 108890)

October 2019 Committee Schedule

October 10th – Facilities Committee – 9:15 a.m.
 Academic Committee – 1:00 p.m.
 Policy Committee – following Academic Committee
October 17th – Athletic Committee – 1:00 p.m.
October 24th – Personnel Committee – 1:00 p.m.



Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	East Hampton Union Free School District
Address	4 Long Lane East Hampton, NY 11937
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Richard Burns, Superintendent (631) 329-4103 [REDACTED]
Address for Official Notices (only if different from above address)	

Red Cross:

Chapter Name	American Red Cross on Long Island
Chapter Address	195 Willis Avenue Mineola, NY 11501
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Elizabeth Barker, Senior Disaster Program Manager Office – (516) 747-3500 [REDACTED]
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.
East Hampton High School 2 Long Lane, East Hampton, NY 11937 East Hampton Middle School 76 Newtown Lane, East Hampton, NY 11937 John Marshall Elementary School 3 Gingerbread Lane, East Hampton, NY 11937



Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)	N/A	N/A
Storage of supplies		EB <i>JB</i>
Parking of vehicles	N/A	N/A
Disaster Shelter		EB <i>JB</i>

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility.
 Owner initials: _____ Red Cross initials: EB *EB*
- b. The Red Cross will pay \$ 0 per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: _____ Red Cross initials: EB *EB*

10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		<i>EB</i>
Gas		<i>EB</i>
Electricity		<i>EB</i>
Waste Disposal		<i>EB</i>

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
11. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability,



Facility Use Agreement

including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

- 13. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (Legal Name)

By (Signature)

Name (Printed)

Title

Date

The American National Red Cross

(Legal Name)

Elizabeth Barker

By (Signature)

Elizabeth Barker

Name (Printed)

Senior Disaster Program Manager

Title

8/21/19

Date

SUBJECT: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Board of Education, its officers, and employees, shall not discriminate in its programs and activities on the basis of legally protected classes, such as, but not limited to: race, color, national origin, creed, religion, marital status, sex (including pregnancy, childbirth, or related medical condition), age, sexual orientation, disability (physical or mental), predisposing genetic characteristic, military work or status, domestic violence victim status, or use of a guide dog, hearing dog, or service dog, as applicable. The district will provide notice of this policy in accordance with federal and state law and regulation.

This policy of nondiscrimination includes access by students to educational programs, counseling services for students, course offerings, and student activities, as well as recruitment and appointment of employees and employment pay, benefits, advancement and/or terminations.

The Board of Education, its officers and employees shall not discriminate against students on the basis of actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression).

A finding that an individual has engaged in conduct in violation of this policy may result in disciplinary action and/or filing of a report with third parties in the manner prescribed by the district code of conduct, the law or applicable contract.

Nothing in this policy shall be construed to prohibit a denial of admission into, or exclusion from, a course of instruction or activity based on a person's gender that would be permissible under the law, or to prohibit, as discrimination based on disability, actions that would be permissible under the law.

Annual Notification

At the beginning of each school year, the district shall publish a notice of the established grievance procedures for resolving complaints of discrimination to parents/guardians, employees, students, and the community. The public notice shall:

1. inform parents, employees, students and the community that education programs, including but not limited to vocational programs, are offered without regard to actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sex; sexual orientation, or gender (including gender identity and expression);
2. provide the name, address and telephone number of the person designated to coordinate activities concerning discrimination; and
3. be included in announcements, bulletins, catalogs, and applications made available by the district.

The Assistant Superintendent for Business has been designated to handle inquiries regarding the district's non-discrimination policies. Contact information for the Assistant Superintendent for

SUBJECT: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Business is available on the district's website. Complaints of sexual harassment or discrimination are covered by policy 0110.

All complainants and those who participate in the investigation of a complaint in conformity with state law and district policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

The Board authorizes the Superintendent of Schools to establish such rules, regulations, and procedures necessary to implement and maintain this policy.

Cross-ref: 0110, Sexual Harassment
5030, Student Complaints and Grievances
5300, Code of Conduct
9140.1, Staff Complaints and Grievances

Ref: Age Discrimination in Employment Act of 1967 29 U.S.C. §§621 *et seq.*
Americans with Disabilities Act, 42 U.S.C. §§12101 *et seq.*
Title VI, Civil Rights Act of 1964, 42 U.S.C. §§2000d *et seq.* (nondiscrimination based on race, color, and national origin in federally assisted programs)
Title VII, Civil Rights Act of 1964, 42 U.S.C. §§2000e *et seq.* (nondiscrimination based on race, color, and national origin in employment)
Title IX, Education Amendments of 1972, 20 U.S.C. §§1681 *et seq.* (nondiscrimination based on sex)
§504, Rehabilitation Act of 1973, 29 U.S.C. §794
Individuals with Disabilities Education Law, 20 U.S.C. §§1400 *et seq.*
Genetic Information Nondiscrimination Act of 2008 P.L. 110-233
34 C.F.R. §§ 100.6; 104.8; 106.9; 110.25
Executive Law §§290 *et seq.* (New York State Human Rights Law)
Education Law §§10-18 (The Dignity for All Students Act)
Education Law §§313(3); 3201; 3201-a
ADA Best Practices Tool Kit for State and Local Governments, Website Accessibility Under Title II of the ADA (see Chapter 5 and Chapter 5-Addendum checklist),
www.ada.gov/pcatoolkit/toolkitmain.htm

Adoption date:

Non-Instructional/Business
Operations

SUBJECT: RECOGNITION AND ACCEPTANCE OF MEMORIALS

The Board of Education is solely responsible for naming or changing the name of any facility. Requests to memorialize an individual shall be directed to the Board in writing. A special committee of the Board will be appointed by the president to evaluate the request.

Naming or Renaming a School Facility

The Board shall use the following criteria in naming or renaming a school facility:

- Long-standing service to the district.
- Outstanding contribution to a school or district.
- Significant contribution to the education of youth.
- A significant accomplishment in the profession locally or on the state or national level.

In lieu of naming facilities, the Board in its discretion may find an appropriate or suitable alternative to recognize an individual. This recognition may be in the form of a plaque, memorial, or dedication as designated by the Board.

Acceptance of Memorials

The Board of Education will consider requests for memorials and memorial scholarships in honor of deceased students, employees or other members of the community on an individual basis. The Board of Education may appoint an ad hoc committee of Board members to recommend to the full Board an appropriate course of action. Furthermore, the Board reserves the sole right to determine the nature of any memorial it accepts.

In determining whether to accept a memorial respecting deceased employees or other adult members of the community, the Board of Education will consider the same criteria as described above (naming or renaming a school facility).

In determining whether to accept a memorial respecting deceased students, the Board will consider the appropriateness of the memorial's effect on the health, safety, and welfare of current and future students.

In all cases, the Board of Education reserves the right in determining whether to accept a memorial to consider the following factors:

- The cost to the school district of initial installation of the memorial and associated maintenance expenses.
- Size of the memorial.
- Placement of memorial.

Adoption date: