

EAST HAMPTON UNION FREE SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION BOARD ROOM at 6:30 p.m.

Tuesday, May 17, 2016

AGENDA

1. Call Meeting to Order
2. Pledge
3. Music Department Recognition – Adam Fine
4. 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.*
5. Consent Agenda
6. Superintendent's Report and Recommendations
7. Old Business
8. New Business
9. News of the Schools
10. Public Comments
11. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of May 3, 2016 and May 9, 2016 as written and place on file.
2. Recommended: That the Board accept the February 2016 Treasurer's Report as written and place on file.
3. Recommended: That the Board approve a medical leave for Julio Lopez, Custodial Worker I, effective May 9, 2016 through June 1, 2016.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following Resolution: RESOLVED, Christopher Mandato, is, upon the recommendation of the Superintendent of Schools, appointed to a Music Education teaching position within the Music tenure area, who holds a valid New York State certification in the aforesaid tenure area for a probationary term of four years to commence September 1, 2016 and expire as of August 31, 2020 at an annual salary of \$73,897.00 (Step 4/F of the salary schedule attached to the teachers' association's collective bargaining agreement).
2. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, the Board does hereby appoint Russell Morgan to the administrative position of Elementary School Assistant Principal, who holds a valid New York State certification in the aforesaid area for a probationary term of four years, to commence July 1, 2016 and expire on June 30, 2020, and to be paid at an initial annual salary of \$125,000.00.
3. Recommended: That the Board approve the employment change of the following bus drivers from part-time positions to full-time positions effective May 9, 2016, and shall be paid based on the following pro-rated annual salaries: (1) Nancy Sarris, \$47,017.00, (Step 10/L); (2) Great Williams, \$37,292.00 (Step 4/L); (3) Joyce Daniels, \$40,533.00 (Step 6/L); and (4) Angel Farez, \$35,667.00 (Step 3/L).
4. Recommended: That the Board approve the following the following appointments for the 2016 Summer School Program:

Elementary/Middle School Program

Teachers: Debora Anderson, Kristen Tulp, Marcela Cardona, Alison Flynn, Mary Fasanella, Jeff Tupper, and Christine Fromm, Substitute.

Elementary/Middle School Special Education Program

Teachers: Anthony Roza and Amanda Poissant
TAs: Alisa Sanabria and Karen DeFronzo

High School Program

Social Studies: William Barbour and Arthur Goldman
English: Arthurine Dunn and Joshua Odom
Math: Theresa Kraycar and Michelle Barbaretti
Science: Renee McGuire
Special Education: Michael Vitulli
Physical Education: James Stewart

Substitutes: Trisha Notaro and Jason Menu

K-12 ESL Program

Teachers: Kylie Tekulsky and Alexandra McCourt, Nina Santacroce
TA: Nidia Pretto-Cebulski

K-12 Related Services

Speech & Language: Lynette Marichal
Occupational Therapy: TBD

K-12 Librarian

TBD

K-12 Nurse

Lorraine Talmage

HS Regents Review

Social Studies: William Barbour and Arthur Goldman
English: Tiffany Lamprecht
Science: Renee McGuire
Math: Michelle Barbaretti

Regents Proctors/Graders

Social Studies: Arthur Goldman, William Barbour, Jill Collins, and Devon Parkes
English: Katherine Butts, Megan Macnish, Matthew Ward, Meredith Hasemann,
and Robin Jahoda
Math: Christopher Beardsley, Theresa Kraycar, Lisa Butler, and Patty Conigliaro
Science: Renee McGuire, Kevin Lubbe, Christopher Toole, and Richard Klein
ESL: Eva Iacono and Loren Bennett

5. Recommended: That the Board appoint Collette Clancy for Home Teaching services at the hourly rate of \$55.00 per hour for the 2015-2016 school year.
6. Recommended: That the Board approve the disposal of the following obsolete equipment: Pro Team XP 1500 Vacuum, Serial #67-020743, Tag #101330.
7. Recommended: That the Board accept a donation, with gratitude, from the Wellness Foundation, courtesy of Bridgehampton National Bank, in the amount of \$500.00 to be utilized by the middle school's Bonac on Board to Wellness program.
8. Recommended: That the Board accept a donation, with gratitude, from the Wellness Foundation, courtesy of Bridgehampton National Bank, in the amount of \$500.00 to be utilized by the elementary school science department's wellness program.
9. Recommended: That the Board accept amended policy, #7330: Searches and Interrogations of Students.
10. Recommended: That the Board approve the Health and Welfare Services Agreement between East Hampton Union Free School District and Southampton Union Free School District in the amount of \$11,446.60 (\$1,144.66 @ 10 students) for the 2015-2016 school year.

11. Recommended: That the Board approve the following Budget Transfer:
 - a) Instruction: Home Teaching, \$10,000.00 : From A2110.1300-12 to A2110.1430-14 (additional funding for home teaching services)
12. Recommended: That the Board approve remuneration in the amount of \$5,150.00 to Elizabeth Reveiz, Director of ESL for ESL services pertaining to the East End ESL Academy for the 2015-2016 school year.
13. Recommended: That the Board approve the Field Supervision Services provided by Architect Michael Guido in the amount of \$75.00 per hour for summer 2016 facility projects.
14. Recommended: That the Board accept the Driver Education, In-Car Instruction Bid (16-17-1). As per the Bid requirement, a contract will be executed annually, and include student charges for each school year as follows:
 - The per student charge for the 2016-2017 school year: \$450.00
 - The per student charge for the 2017-2018 school year: \$450.00
 - The per student charge for the 2018-2019 school year: \$450.00
 - The per student charge for the 2019-2020 school year: \$460.00
 - The per student charge for the 2020-2021 school year: \$460.00
15. Recommended: That the Board authorize the Assistant Superintendent for Business to make year-end budget transfers for the school year ending June 30, 2016.

East Hampton Union Free School District

TREASURER'S REPORT

REPORT PERIOD: February 29, 2016

GENERAL FUND 'A' and TA-200 Trust and Agency

MONEY MARKET
 B.N.B. General Fund B.N.B. Trust & Agency
 B.N.B. B.N.B.

BEGINNING ACCOUNT BALANCES: 27,146,618.16 1,501,866.60 123,876.01 191.77

DEPOSITS/RECEIPTS:
 Town Taxes (Sched #1) 1,740,000.00
 State & Federal Revenue (Sched #2) 56,085.76
 Interest Revenue (Sched #3) 2,201.26
 Other Receipts (Sched #4) 244,832.67
 TOTAL RECEIPTS 2,043,119.69

TRANSFERS IN:
 From Money Market 4,400,000.00
 From General Fund Gross PR 2,983,120.21
 From Scholarship Fund 2,983,311.99
 from General/T&A
 Transformed from Capital
 Trans. Other funds

TOTAL TRANSFERS IN 29,189,737.85
 OPENING BALANCE PLUS DEPOSITS & TRANSFERS 4,400,000.00
 TOTAL DISBURSEMENTS (SCHED #5) 4,692,740.23

TRANSFERS OUT:
 To General Fund/MM 4,400,000.00
 To Capital Fund
 To Trust & Agency, Lunch
 Library tax funds wife
 To Special Aid fund
 Private Trust fund
 To Debt Service

TOTAL DISBURSEMENTS & TRANSFERS OUT 4,692,740.23 2,983,120.21

JOURNAL ENTRIES:
 sales tax online n/Vision error

ENDING BALANCES:
 RECONCILIATION TO BANK:

BANK BALANCE	24,789,737.85	1,501,930.38	4,135.32	191.77
LESS:	24,789,737.85	1,501,930.38	302,734.70	7,637.44
			298,611.94	7,445.67
PLUS:	24,789,737.85	1,501,930.38	4,122.82	191.77
			12.50	
BOOK BALANCE	24,789,737.85	1,501,930.38	4,135.32	191.77
			4,135.32	191.77
			(0.00)	0.00
			0.00	(0.00)

TRIAL BALANCE ACCOUNTS PROOF (0.00)
 PROOF (0.00)

I certify that the above balances are in agreement with the bank statements, as reconciled.



East Hampton Union Free School District

TREASURER'S REPORT

REPORT PERIOD: February 29, 2016

	AGENCY FUNDS		CAPITAL FUNDS		TAZ/4		AGENCY FUNDS
	PAYROLL	B.N.B.	OPER. CAP. FND	Cap. MM	Flexible Spending	Capital One	
	GL# 110	GL# H204	B.N.B.	GL# H201	GL# H204	GL# H204	GL# 110
BEGINNING ACCOUNT BALANCES:							
DEPOSITS/RECEIPTS:							
State & Federal Revenue (Sched #5)							
Interest Revenue (Sched #6)			1.41	0.02	89.38		
Other Receipts (Sched #7)						6,460.00	
Interest on CD						6,460.00	
TOTAL RECEIPTS			1.41	0.02	89.38	6,460.00	
TRANSFERS IN:							
From Money Market/NYCL							
From Capital Money Market							
From CD							
From T&A/General							
From General							
From Capital							
TOTAL TRANSFERS IN							
OPENING BALANCE PLUS DEPOSITS & TRANSFERS							
	17,431.78		33,296.66	1,881.25	2,104,850.41	23,175.15	1,677,426.69
TOTAL DISBURSEMENTS (SCHED # 8)							
TOTAL NET PAYROLL FOR THIS MONTH							
	21,895.04					8,168.74	1,677,426.69
TRANSFERS OUT:							
To Certificate of Deposit							
To Capital Operating							
To Capital Money Market							
To Payroll							
To Operating T&A							
To Op. School Lunch							
To Debt Service							
To General/operating							
TOTAL TRANSFERS OUT							
TOTAL DISBURSEMENTS & TRANSFERS OUT							
	21,895.04					8,168.74	1,677,426.69
JOURNAL ENTRIES:							
ENDING BALANCES:							
RECONCILIATION TO BANK:							
BANK BALANCE	21,142.59		33,296.66	1,881.25	2,104,850.41	21,466.41	
LESS:							
OUTSTANDING CHECKS	30,980.68						10,184.61
MISCELLANEOUS ITEMS	9,848.09						10,184.61
PLUS:							
DEPOSITS IN TRANSIT	21,142.59						
MISCELLANEOUS ITEMS							
BOOK BALANCE	21,142.59		33,296.66	1,881.25	2,104,850.41	21,466.41	
TRIAL BALANCE ACCOUNTS							
PROOF	21,142.59		33,296.66	1,881.25	2,104,850.41	21,466.41	
PROOF							

Richard A. J.

I certify that the above balances are in agreement with the bank statements, as reconciled.

Actual/Estimated

2015-2016 Monthly Cash Flow

Actual
(000's omitted)

	12,265	12,179	10,638	6,467	1,275	9,459	9,975	27,270	Mar.	Apr.	May	June	Total
Beg. Balance	12,265	12,179	10,638	6,467	1,275	9,459	9,975	27,270	24,794	23,076	20,082	17,024	12,265
Receipts:													
Property Tax	-	-	-	-	-	5,150	19,300	1,740	670	700	3,524	17,229	48,313
STAR Payment + PILOT	-	-	-	-	-	-	413	-	-	-	-	95	508
State Aide	4	216	153	245	248	396	44	57	801	36	39	95	2,394
Other Receipt	3,111	49	109	659	720	1,232	1,774	417	1,031	986	1,685	1,704	13,487
TAN Proceeds	-	-	-	-	13,500	-	-	-	-	-	-	-	13,500
Total Receipt	3,115	265	262	904	14,468	6,778	21,531	2,214	2,502	1,732	5,248	19,123	78,142
Balance/ Rec	15,380	12,444	10,900	7,371	15,743	16,237	31,506	29,484	27,296	24,808	25,330	36,147	90,407
Disbursements:													
Salaries/Bent	1,051	1,362	2,498	5,748	2,998	4,303	3,691	3,668	3,470	3,226	3,125	8,772	43,912
Operating EX	2,150	444	193	883	1,228	696	545	1,022	750	750	750	750	10,161
TRSERS paid out	-	-	1,742	-	1,523	1,263	-	-	-	750	4,431	1,353	4,528
Trans to other Funds	-	-	-	(535)	535	-	-	-	-	-	-	-	6,594
Trans TAN Pay Act	-	-	-	-	-	-	-	-	-	-	-	-	13,500
TAN Interest	-	-	-	-	-	-	-	-	-	-	-	-	128
Total Disburs	3,201	1,806	4,433	6,086	6,284	6,262	4,236	4,690	4,220	4,726	8,306	24,503	78,763
Balance end of													
June 30, 16	12,179	10,638	6,467	1,275	9,459	9,975	27,270	24,794	23,076	20,082	17,024	11,644	11,644
unclassified	12,179	10,638	6,467	1,275	9,459	9,975	27,270	24,794	23,076	20,082	17,024	11,644	11,644

East Hampton Union Free School District

TREASURER'S REPORT SUPPLEMENTAL SCHEDULE

REPORT PERIOD: February 29, 2016

FUND "A"

SCHEDULE #1 TOWN TAX RECEIPTS	
Real Property Taxes & Tax Items	
Non-Property Taxes	
Town of East Hampton wire	1,300,000.00
Town of East Hampton #wire	440,000.00
Town of East Hampton wire	
Town of East Hampton-PILOT	
Town of East Hampton interest	
Town of East Hampton wire	
General	
Money Market	1,740,000.00
TOTAL SCHEDULE #1	\$ 1,740,000.00

SCHEDULE #2 STATE & FEDERAL REVENUES	
State Aid	
Federal Aid	
Erale	
STATE AID combined	58,085.76
EXCESS COST AID / TCTMT ref.	
FED. BRK/ LUN AID DUE TO C FUND	
ST. BR/LU AID DUE TO LUNCH FUND	
STATE AID - LOTTERY GRANT/ARRA	
STATE AID - BOCES FINAL PAYMENT	
FED GRANTS DUE TO SPECIAL AID FUND	
TOTAL SCHEDULE #2	\$ 58,085.76

SCHEDULE #3 INTEREST AND OBLIGATIONS	
Use of Money & Property	
Proceeds of Obligations	
INT. EARNED ON MM	2,201.26
INT. EARNED ON new res. MM	63.78
Interest on General Fund NOW	11.05
TOTAL SCHEDULE #3	\$ 2,276.09

SCHEDULE #4 MISCELLANEOUS RECEIPTS	
Charges for Services	
Other Districts & Governments (NYS)	
Districts In Other States	
Forfeitures	
Sale of Property & Compensation for Loss	
Miscellaneous	
FOIL FEES	
TUITION PAYMENTS	244,832.67
MISCELLANEOUS, AP	58.50
MEDICAL, HOSP. & DENTAL	27,999.04
Ins and TRS	
Pilot	
transfer Drivers ed funds for payroll, SAT	
Payroll Exchange	124,024.10
Refunds MM/ Medicare/Ins/BOCES	
TA TRS/ERS refunds, scholarship donations	
Dental Receipts/Retirees, Cobra Fitzharris Bills	25,605.85
Tuition dep. General Fund, BOCES ref.	20,906.85
Exchange Debt Service Fund-LIPA rebate	
Insurance Refunds	
TAN	
General	172,988.49
MM	244,832.67
TOTAL SCHEDULE #4	\$ 443,427.01

SCHEDULE #5 DISBURSEMENTS	
Payroll	
Accounts Payable	
Debt Service - Principal	
Debt Service - Interest	
Transfers to Other Funds	
WARRANTS #11	4,692,740.23
WARRANT# 8 TR Agency -	2,983,120.21
CK RETURNED FOR NSF	
STOP PAYMENT FEE CHARGED	
Transfer to TE200 for drivers ed payroll	
Medicare Checks WN#9	
Medical Payments/dental flex Fitzharris Disb. Net	21,895.04
Sales Tax Paid Out TA online	
TOTAL SCHEDULE #5	\$ 7,697,755.48

**EAST HAMPTON UNION FREE SCHOOL DISTRICT
COLLATERAL TEST
REPORT PERIOD: February 29, 2016**

**Prepared by
Deirdre Herzog**

GL#	Fund	Book Balances 2/29/2016	Bank Balances		Less: FDIC Coverage		Amount Not Covered By FDIC	Collateral Required	Eligible Collateral Pledged by Bank	Over (Under)
			Interest Bearing	Non-Interest Bearing	Interest	Non-Int.				
C200	C	29,312.03	-	29,312.03	29,312.03	29,312.03	-	-	-	-
		29,312.03	-	29,312.03	29,312.03	29,312.03	-	-	-	-
EX200	EX	-	-	-	-	-	-	-	-	-
A200	A	-4,135.32	-	-	-	-	52,734.76	55,371.50	-	-
A201	A	24,789,737.85	24,789,737.85	302,734.76	24,789,737.85	250,000.00	24,789,737.85	26,029,224.74	-	-
FA200	FA	12,507.61	21,147.66	-	21,147.66	-	21,147.66	22,203.04	-	-
H204	H	2,104,850.41	2,104,850.41	-	2,104,850.41	-	2,104,850.41	2,210,092.93	-	-
H201	H	1,881.25	1,881.25	-	1,881.25	-	1,881.25	1,975.31	-	-
TA200	TA	191.77	7,637.44	-	7,637.44	-	7,637.44	8,019.31	-	-
TE200	TE	44,385.80	44,485.70	-	44,485.70	-	44,485.70	46,709.99	-	-
V203	V	277,614.15	0.00	0.00	277,614.15	-	277,614.15	291,494.86	-	-
TE203	TE	33,296.66	33,296.66	0.00	33,296.66	-	33,296.66	34,961.49	-	-
A212	A	1,501,930.38	1,501,930.38	-	1,501,930.38	-	1,501,930.38	1,577,026.90	-	-
T10	TA	28,770,531.20	28,730,458.36	365,042.51	29,095,500.87	250,000.00	28,845,500.87	30,287,775.91	31,426,356.23	1,138,760.32
TA210	TA	21,142.59	21,142.59	-	21,142.59	21,142.59	21,142.59	21,142.59	-	-
TA214	TA	21,466.41	30,990.68	-	30,990.68	30,990.68	30,990.68	30,990.68	-	-
		42,609.00	52,133.27	-	52,133.27	52,133.27	52,133.27	52,133.27	-	-
		\$ 28,842,452.23	\$ 28,730,458.36	\$ 446,487.81	\$ 29,176,946.17	\$ 331,445.30	\$ 28,845,500.87	\$ 30,287,775.91	\$ 31,426,356.23	\$ 1,138,760.32
		28,842,452.23	-	-	-	-	-	-	-	-

SUFFOLK COUNTY NATIONAL BANK
 Collateral (Interest) Fund

BRIDGEHAMPTON NATIONAL BANK
 Extra Curricular Activities
 General Fund
 Money Market
 Federal Funds-Special Aid N.O.W.
 Capital Funds Money Market
 Capital Fund Checking N.O.W
 Trust and Agency
 Expendable Trust Fund
 Debt Service MM Fund
 Expendable Trust Fund MM
 General Fund MM Reserves
 Payroll Account

CAPITAL ONE
 Fitzharris Flex Account-Dental
 Fitzharris Flex Account

District Total

East Hampton Union Free School District

TREASURER'S REPORT SUPPLEMENTAL SCHEDULE

REPORT PERIOD: February 29, 2016

	FUND "C"	FUND "FA"	FUND "H"	FUND "TA"	FUND "TE"	FUND "V"
SCHEDULE #5 STATE & FEDERAL REVENUES						
TOTAL SCHEDULE #5						
SCHEDULE #6 INTEREST AND OBLIGATIONS			0.02		1.41	
		1.00	89.38		0.84	11.79
TOTAL SCHEDULE #6	0.00	1.00	89.40	0.00	2.25	11.79
SCHEDULE #7 MISCELLANEOUS RECEIPTS						
Interfund Revenue Interfund Transfers						
CAFETERIA CASH SALES/ACH/HRT	30,859.32					
DONATIONS Mini Grants						
Bounced Checks, fees refunded						
Flex Receipts				6,480.00		
Exc. Sales Tax from Store/ Misc Rev					28,650.00	
Drivers Ed/ AP funds/ENL Programs						
Bond Premium amortization						
TOTAL SCHEDULE #7	\$ 30,859.32				\$ 28,650.00	
SCHEDULE #8 DISBURSEMENTS						
Warrant #7 Lunch Fund	76,832.21					
WARRANT# 8 Special Aid		54,817.75				
WARRANT# 8 Expendable Trust(Grant)					4,525.90	
WARRANT# CAPITAL FUND						
Transfer to checking/Paid Scholarships						
SCHOLARSHIPS Camanae, misc						
Employee Flex paid outs				8,168.74		
Bond/Interest Payments						
Returned checks/ fees						
Scholarships- Cangloli						
Sales Tax						
TOTAL SCHEDULE #8	\$ 76,832.21	\$ 54,817.75	\$ -	\$ 8,168.74	\$ 4,525.90	\$ -

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS

Students are protected by the Constitution from unreasonable searches and seizures. A student may be searched and contraband/prohibited items seized on school grounds or in a school building by an authorized School District official (as designated below) only when the School District official has reasonable suspicion to believe the student has engaged in or is engaging in proscribed activity which is in violation of the law and/or the rules of the school (i.e., the District Code of Conduct).

Factors to be considered in determining whether reasonable suspicion exists to search a student include; but are not necessarily limited to:

- a) The age of the student;
- b) The student's school record and past history;
- c) The predominance and seriousness of the problem in the school where the search is directed;
- d) The probative value and reliability of the information used as a justification for the search;
- e) The school official's prior knowledge of and experience with the student; and
- f) The urgency to conduct the search without delay.

The Superintendent, Building Principals, Assistant Principals, and School Nurse are authorized to conduct searches of students and their belongings if the authorized school official has reasonable suspicion to believe that the search will produce evidence that the student has violated or is violating the law and/or the Code of Conduct. The Board of Education has determined that the health and safety of the students and staff may require the use of dogs trained to detect illegal substances when deemed necessary by the Superintendent of Schools in consultation with building administration.

If reasonable suspicion exists to believe that a student has violated or is violating the law and/or school rules, it is permissible for an authorized school official to search that student or the student's property. The search may include, but is not limited to, the student's outer clothing such as a jacket or coat, pockets, backpack, and/or purse. Searches will be conducted by a staff member of the same sex as the student. Whenever possible, another staff member, also of the same sex, will be present as a witness.

(Continued)

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)**Searches and Seizure of School Property**

Student desks, lockers, textbooks, computers, and other materials, supplies or storage spaces loaned by the school to students remain the property of the school, and may be opened and inspected by school employees at any time. Students have no reasonable expectation of privacy with respect to school property; and school officials retain complete control over such property. This means that student desks, lockers, textbooks, computers, and other materials, supplies or storage spaces may be subject to search and/or seizure of contraband/prohibited items at any time by school officials, without prior notice to students and without their consent.

Questioning of Students by School Officials

School officials have the right to question students regarding any violations of school rules and/or illegal activity. In general, administration may conduct investigations concerning reports of misconduct which may include, but are not limited to, questioning students, staff, parents/guardians, or other individuals as may be appropriate and, when necessary, determining disciplinary action in accordance with applicable due process rights.

Should the questioning of students by school officials focus on the actions of one particular student, the student will be questioned, if possible, in private by the appropriate school administrator. The student's parent/guardian may be contacted; the degree, if any, of parental/guardian involvement will vary depending upon the nature and the reason for questioning, and the necessity for further action which may occur as a result.

The questioning of students by school officials does not preclude subsequent questioning/interrogations by police authorities as otherwise permitted by law. Similarly, the questioning of students by school officials does not negate the right/responsibility of school officials to contact appropriate law enforcement agencies, as may be necessary, with regard to such statements given by students to school officials.

School officials acting alone and on their own authority, without the involvement of or on behalf of law enforcement officials (at least until after the questioning of students by school authorities has been conducted) are not required to give the so-called "Miranda warnings" (i.e., advising a person, prior to any custodial interrogations as defined in law, of the right to remain silent; that any statement made by the individual may be used as evidence against him/her; and that the individual has the right to the presence of an attorney, either retained or appointed) prior to the questioning of students.

If deemed appropriate and/or necessary, the Superintendent/designee may also review the circumstances with School District legal counsel so as to address concerns and the course of action, if any, which may pertain to and/or result from the questioning of students by school officials.

(Continued)

Students

SUBJECT: SEARCHES AND INTERROGATIONS OF STUDENTS (Cont'd.)**Law Enforcement Officials**

It shall be the policy of the School District that a cooperative effort shall be maintained between the school administration and law enforcement agencies. Law enforcement officials may be summoned in order to conduct an investigation of alleged criminal conduct on school premises or during a school-sponsored activity, or to maintain the educational environment. They may also be summoned for the purpose of maintaining or restoring order when the presence of such officers is necessary to prevent injury to persons or property.

Administrators have the responsibility and the authority to determine when the assistance of law enforcement officers is necessary within their respective jurisdictions.

Interrogation of Students by Law Enforcement Officials

If police are involved in the questioning of students on school premises, whether or not at the request of school authorities, it will be in accordance with applicable law and due process rights afforded students. Generally, police authorities may only interview students on school premises without the permission of the parent/guardian in situations where a warrant has been issued for the student's arrest (or removal). In all other situations, unless an immediate health or safety risk exists, if the police wish to speak to a student without a warrant they should take the matter up directly with the student's parent/guardian.

Whenever police wish to question a student on school premises, administration will attempt to notify the student's parent/guardian.

If possible, questioning of a student by police should take place in private and in the presence of the Building Principal/designee.

Child Protective Services' Investigations

From time to time, Child Protective Services may desire to conduct interviews of students on school property. Such interviews generally pertain to allegations of suspected child abuse and/or neglect. The Board encourages cooperation with Child Protective Services in accordance with applicable Social Services Law.

Education Law Sections 1604(9), 1604(30), 1709(2), 1709(33) and 2801
Family Court Act Section 1024
Social Services Law Sections 411-428
8 New York Code of Rules and Regulations (NYCRR) Section 100.2(l)

Adopted: 5/21/13 and Amended: 5/17/16

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this **15 day of April, 2016** by and between the Board of Education of the **Southampton Union Free School District** (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 70 Leland Lane, Southampton, NY 11968 and the Board of Education of the **East Hampton Union Free School District** (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 4 Long Lane, East Hampton, New York 11937.

WHEREAS, PROVIDER and SENDER are authorized pursuant to Section 912 of the Education Law, to enter into a contract with SENDER for the purpose of having PROVIDER provide health and welfare services to children residing in SENDER and attending a non-public school located in PROVIDER,

WHEREAS, certain students who are residents of SENDER are attending non-public schools located in PROVIDER,

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

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

1. **The term of this Agreement shall be from September 9, 2015 through June 24, 2016 inclusive.**
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

- a. annual medical inspection, school nursing services, examination for employment certificates, notification of parents regarding defects and follow-up, instructions for the first aid care for school emergencies;
- b. The PROVIDER will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school: scales, vision and hearing testing devices, health record forms, first aid supplies.

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

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$ **1144.66** per eligible pupil for the **2015/2016** school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.

12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).
13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

PROVIDER: Interim Superintendent of Schools
Dr. Nicholas J. Dyno
Southampton Union Free School District
70 Leland Lane
Southampton, New York 11968

SENDER: Superintendent of Schools
Richard J Burns
East Hampton Union Free School District
4 Long Lane
East Hampton, New York 11937

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

PROVIDER School District

SENDER School District



Heather McCallion
President, Board of Education
Southampton Union Free School District

President, Board of Education
East Hampton Union Free School District