

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, September 18, 2018

AGENDA

1. Executive Session (6:00 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 6:00 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. News of the Schools
5. 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.*
6. Consent Agenda
7. Superintendent's Report and Recommendations
8. Old Business
 - Enrollment Update
 - Facilities Committee – Grounds Update
 - Board Goals Workshop – second meeting in October (10/16/18)
9. New Business
10. Public Comments
11. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of September 4, 2018 as written and place on file.
2. Recommended: That the Board approve the disposal of the following Sanitaire Quiet Clean Vacuum Cleaners: EHHS – Serial #s SU111133012826 (tag 108186), SU111133528993 (tag 105460)
3. Recommended: That the Board accept Anny Nava's request for a paid leave of absence for child rearing purposes effective on or about November 8, 2018 through on or about December 10, 2018 using all of her accrued sick and vacation time, and a leave without pay on or about December 11, 2018 through on or about February 4, 2019.
4. Recommended: That the Board approve an amended leave of absence for child rearing purposes for Jessica Neal effective on or about August 31, 2018 through on or about October 29, 2018 using all of her accrued sick and vacation time and a leave without pay on or about October 30, 2018 through on or about December 26, 2018.
5. Recommended: That the Board approve a medical leave for Diane Tutino, Paraprofessional, which became effective May 31, 2018 through on or about October 26, 2018 without pay.
6. Recommended: That the Board accept the resignation from Lillian Bryant, effective September 12, 2018, as Varsity Assistant Dance Coach for Fall season 2018.
7. Recommended: That the Board approve the following Resolution: RESOLVED, that Resolution #4 under the Superintendent's Report and Recommendation, adopted at the August 21, 2018 Board meeting regarding Kristopher Rudzikewycz, Bus Driver, be and hereby is rescinded.
8. Recommended: That the Board approve the following Resolution: RESOLVED, that Resolution #7 under the Superintendent's Report and Recommendation, adopted at the September 4, 2018 Board meeting regarding the amended 2017-2018 Eastern Suffolk BOCES Contract for Cooperative Educational Services, be and hereby is rescinded.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk county Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Abigail Downs to the position of Paraprofessional for a probationary period of 26 weeks that commenced September 6, 2018, and is to be paid at an annual salary based on \$25,698.00 (Step 1, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
2. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk county Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Nicole Fierro to the position of Paraprofessional for a probationary period of 26 weeks that commenced September 11, 2018, and is to be paid at an annual salary based on \$25,698.00 (Step 1, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).

3. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk county Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Catherine Carlson to the position of Paraprofessional for a probationary period of 26 weeks commencing on September 20, 2018, and is to be paid at an annual salary based on \$25,698.00 (Step 1, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
4. Recommended: That the Board approve the following Resolution: RESOLVED, Dora Romero, is upon the recommendation of the Superintendent of Schools, appointed to a Bilingual Social Worker position as a leave replacement commencing on September, 24, 2018 through on or about November 20, 2018 at a per diem rate based on BA/Step 1 (\$273.33 per day).
5. Recommended: That the Board approve the following appointments for the 2018-2019 school year:

Bonac Learning Center Principal

Timothy Fromm – at an annual stipend of \$12,500.00

Bonac Learning Center Faculty @ the hourly professional rate of \$74.05 per hour

Joshua Odom, English

Nadine Jones, Social Studies

Ingrid Tejada, Special Education

Christopher Toole, Science

Virginia Hessler, Math

James Stewart, Physical Education

Samone Ritz, Guidance

William Barbour, Substitute

GED Faculty @ the hourly professional rate of \$74.05 per hour

Edward McGintee

Arthur Goldman, Substitute

After School ELL (grant funded through Title III) @ the hourly professional rate of \$74.05 per hour

Lilian Ramsey – HS Regents Science Prep

Christine Reis – HS Regents ELA Prep

Middle School Detention Supervisors @ the hourly rate of \$36.37 (on a rotation basis, limited to one supervisor per day)

Antonios Lazaris

Laura White

Daniel Hartnett

Additional Chaperones and Clock-Keepers: Single Game \$61.41, Double Game \$86.34

Norma Bushman

Marigrace Ryan

Driver Education Theory Classes @ the hourly professional rate of \$74.05

Edward Bahns

Jason Menu

6. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Meghan Finazzo, Consultant, for the purposes of providing

physical therapy services, as per student Individualized Education Plan, at the hourly rate of \$100.00 for the 2018-2019 school year.

7. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Jacqueline Rambo, Consultant, for the purposes of providing parent training and counseling as per student Individualized Education Plan, at the hourly rate of \$80.00, for the 2018-2019 school year.
8. Recommended: That the Board approve the following Resolution: BE IT HEREBY RESOLVED THAT the Board of Education of the East Hampton Union Free School District approves the terms of a Memorandum of Agreement dated September 18, 2018 between the Board of Education and the East Hampton Teachers' Association regarding the Pre-Kindergarten Transition Facilitator.
9. Recommended: That the Board approve the following 2018-2019 Bid:

<u>Bid Number</u>	<u>Type of Service</u>	<u>Awarded to:</u>
#18-19-12	Security Services DW	Arrow Security

MEMORANDUM OF AGREEMENT

This Agreement made and entered into this 18th day of September 2018 by and between the East Hampton Union Free School District ("the District") and the East Hampton Teachers' Association ("the Association").

WHEREAS, the District and Association are parties to a collective bargaining agreement covering the period July 1, 2016 through June 30, 2019 ("the CBA"); and

WHEREAS, the District has expanded its educational services to the community to include Pre-Kindergarten education; and

WHEREAS, the District and the Association agree that a Pre-K Transition Facilitator position will be created on a temporary basis and staffed by a qualified unit member of the Association; and

WHEREAS, the District and the Association have negotiated the qualifications, selection process, responsibilities and compensation of the Pre-K Transition Facilitator.

NOW, THEREFORE, the parties agree as follows:

1. The teacher who is appointed as the Pre- Kindergarten Transition Facilitator shall hold a NYS provisional or permanent certificate in Early Childhood Education and have at least five (5) years of teaching experience.
2. The position of Pre- Kindergarten Transition Facilitator shall be posted consistent with the CBA.
3. The successful candidate shall be selected by the Superintendent, upon the recommendation of the Building Principal, and appointed for the 2018-19 school year by the Board of Education.
4. The Pre- Kindergarten Transition Facilitator shall have the following responsibilities:
 - a. Be the contact person for teachers and parents with respect to curriculum, instruction, social and emotional learning and assessment, RTI and recommendations for behavior management.
 - b. Shall coordinate and be responsible for the Pre-Kindergarten curriculum and units of study.
 - c. Shall order all materials and supplies for the Pre-Kindergarten program.
5. The Pre- Kindergarten Transition Facilitator will be entitled to two hundred (200) minutes per five days of instruction to perform the duties of Pre- Kindergarten Transition Facilitator.

6. The Pre- Kindergarten Transition Facilitator shall be paid a stipend in the amount of \$1,800.00 in addition to his or her teacher salary.

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7. The Pre-Kindergarten Transition Facilitator position will be in effect for the 2018-2019 school year only unless otherwise negotiated and agreed to by the parties.

8. This Agreement is subject to the approval of the District's Board of Education and the Association.

CONSULTANT AGREEMENT

AGREEMENT made this 9th day of July, 2018, by and between Jacqueline Rambo ("Consultant"), whose principal place of business is 99 Harbor Boulevard, East Hampton, New York 11937, and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to provide Parent Training and Counseling, and

WHEREAS Consultant is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, the Consultant and the District hereby agree as follows:

1. At the District's request, the Consultant will provide the following services:

Parent Training and Counseling as per student Individualized Education Plan ("IEP") for the 2018-2019 school year.

2. The District agrees to pay the Consultant \$80 per hour. There shall be no other benefits or compensation.

3. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc. Consultant shall be solely responsible for the payment of federal and state income taxes applicable to any payments received under this agreement.

4. The "Consultant" shall be available for further consultation by telephone; to attend team, staff or CSE meetings.

5. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the Consultant at the address noted above. Upon termination, all obligations under this Agreement shall cease, and the Consultant shall be entitled to reimbursement only for services rendered as of the effective date of termination.

6. Consultant and the District will have the status of independent contractor one to the other, and, unless otherwise expressly agreed in writing, neither will constitute the agent of the other for any purpose.

7. Jacqueline Rambo, does hereby covenant and agree to defend, indemnify, and hold harmless the East Hampton Union Free School District, its Board of Education members, officers, agents and employees from and against any and all liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of East Hampton Union Free School District property, facilities and/or services, and/or in any manner from the performance of services under this Agreement by Jacqueline Rambo.

8. Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. Consultant will provide the District with documentation of such insurance coverage. If for any reason Consultant's insurance is changed or cancelled, Consultant shall provide the District with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming the District as an additional insured, shall be submitted by Consultant to the District upon execution of this Agreement.

9. Consultant shall comply with all applicable Federal, State and local statutes, rules and regulations including the New York State Safe Schools Against Violence in Education ("SAVE") legislation, including fingerprinting and clearance requirements. Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

~~10. This Agreement incorporates by reference the RFP specifications and Consultant's proposal submitted in connection with this Agreement. The Contract Documents shall consist of this Agreement, the aforementioned documents and any other documents referenced in the RFP specifications. In the event of any discrepancy, conflict or inconsistency between the terms of this Agreement and any of the Contract Documents, the language of this Agreement shall prevail, followed in priority by the language of the RFP specifications.~~

11. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.

12. This Agreement cannot be changed, modified or discharge orally, but only if consented to in writing by the parties.

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

EAST HAMPTON U.F.S.D.

BY: _____, President
Board of Education

CONSULTANT


Jacqueline Rambo

CONSULTANT AGREEMENT

AGREEMENT made this 16th day of July, 2018, by and between Meghan Finazzo, ("Consultant"), whose principal place of business is 5 South Geneva Court, Montauk, New York 11954 and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to provide Physical Therapy services, and

WHEREAS Consultant is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, the Consultant and the District hereby agree as follows:

1. At the District's request, the Consultant will provide the following services:

Physical Therapy Services as per student Individualized Education Plan ("IEP") for the 2018-2019 school year.

2. The District agrees to pay the Consultant \$100 per hour. There shall be no other benefits or compensation.

3. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc. Consultant shall be solely responsible for the payment of federal and state income taxes applicable to any payments received under this agreement.

4. The "Consultant" shall be available for further consultation by telephone; to attend team, staff or CSE meetings.

5. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the Consultant at the address noted above. Upon termination, all obligations under this Agreement shall cease, and the Consultant shall be entitled to reimbursement only for services rendered as of the effective date of termination.

6. Consultant and the District will have the status of independent contractor one to the other, and, unless otherwise expressly agreed in writing, neither will constitute the agent of the other for any purpose.

7. Meghan Finazzo, does hereby covenant and agree to defend, indemnify, and hold harmless the East Hampton Union Free School District, its Board of Education members, officers, agents and employees from and against any and all liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of East Hampton Union Free School District property, facilities and/or services, and/or in any manner from the performance of services under this Agreement by Meghan Finazzo.

8. Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. Consultant will provide the District with documentation of such insurance coverage. If for any reason Consultant's insurance is changed or cancelled, Consultant shall provide the District with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming the District as an additional insured, shall be submitted by Consultant to the District upon execution of this Agreement.

9. Consultant shall comply with all applicable Federal, State and local statutes, rules and regulations including the New York State Safe Schools Against Violence in Education ("SAVE") legislation, including fingerprinting and clearance requirements. Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

10. ~~This Agreement incorporates by reference the RFP specifications and Consultant's proposal submitted in connection with this Agreement. The Contract Documents shall consist of this Agreement, the aforementioned documents and any other documents referenced in the RFP specifications. In the event of any discrepancy, conflict or inconsistency between the terms of this Agreement and any of the Contract Documents, the language of this Agreement shall prevail, followed in priority by the language of the RFP specifications.~~ FB

11. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.

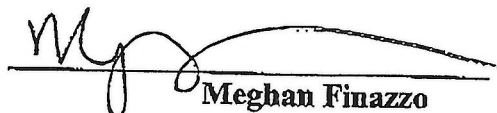
12. This Agreement cannot be changed, modified or discharge orally, but only if consented to in writing by the parties.

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

EAST HAMPTON U.F.S.D.

BY: _____,
President
Board of Education

CONSULTANT


Meghan Finazzo