EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, September 17, 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. 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
 - 1. SCBOE Polling Locations
 - 2. Cedar Street Committee v. EHUFSD
- 9. New Business
 - 1. DW Enrollment & Class Size Updates
 - 2. HMEA Hamptons Music Educators Association
- 10. Public Comments
- 11. Adjournment

Consent Agenda:

- 1. Recommended: That the Board accept the Minutes of September 3, 2019 as written and place on file.
- 2. Recommended: That the Board accept the July 2019 Treasurer's Report as written and place on file.
- 3. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Amanda Jones, to provide services as the Middle School's Vocal Director in the amount of \$1,188.00 for the 2019-2020 school year in accordance with the terms and conditions set forth in said agreement.
- 4. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Daniel Koontz, Consultant, for the purposes of providing piano accompanist services for rehearsals and performances for the District's music department at the hourly rate of \$75.35 for the 2019-2020 school year in accordance with the terms and conditions set forth in said agreement.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following appointments for the 2019-2020 school year:

JMMES Lunch Monitor – Jessica Pillco at \$17.94 per hour

Instructional Substitutes

Ashley Bates at certified substitute daily rate of \$150.00 (revised)

Edward Bahns, Jr. at certified substitute daily rate of \$150.00

Marina Katolis at certified substitute daily rate of \$150.00 (Teacher)

Marina Katolis at certified substitute daily rate of \$125.00 (Teacher Assistant)

Non-Instructional Substitutes

Dennis Palacios at paraprofessional rate of \$17.94 per hour

Marina Katolis at paraprofessional rate of \$17.94 per hour

Chaperones and Clock-Keepers

(Single Game \$62.48 and Double Game \$87.85)

William Herzog, Nicole Fierro, Summer Foley, Anita LaGrassa, Lisa Farbar, Erick Malecki, Norma Bushman, Thomas Cohill

2. Recommended: That the Board approve the following appointment to teach an additional section of instruction effective September 4, 2019 for the 2019-2020 school year:

Douglas Milano, Math Teacher - \$20,692.40

3. Recommended: That the Board approve the Tuition Agreement between East Hampton Union Free School District and residents residing in the Sag Harbor Union Free School District for the 2019-2020 school year based on the annual estimated tuition

rate of \$23,840.00 set by NYSED in accordance with the terms and conditions set forth in said agreement.

- 4. Recommended: That the Board approve the Service Provider Agreement between East Hampton Union Free School District and Success for All Foundation, Inc. for the purpose of providing professional development services, curricula materials, and yearly access fees for a total amount of \$13,478.00 encompassing the 2019-2022 school years in accordance with the terms and conditions set forth in said agreement.
- 5. Recommended: That the Board approve the Final Contract for Cooperative Educational Services between East Hampton Union Free School District and Eastern Suffolk BOCES in the amount of \$2,401,111.83 for the 2018-2019 school year in accordance with the terms and conditions set forth in said agreement.
- 6. Recommended: That the Board approve the girls varsity and junior varsity soccer teams to attend the NWSL soccer game on September 29, 2019 at Rutgers University, New Jersey. The estimated cost to the students is \$792.00 (44 students @ \$18.00 per student), and the cost to the District is \$1,210.00 for transportation.
- 7. Recommended: That the Board approve the high school's boys and girls cross country teams to compete in The Ocean State XC Invitational at Goddard Park, East Greenwich, Rhode Island on September 28, 2019. The estimated cost to the District is \$1,570.00 (admission fees and transportation costs), and other expenses including ferry fees will be off-set by student fundraising.
- 8. Recommended: That the Board approve the following Bid for the 2019-2020 school year.

Bid Number 19-20-9 Rental of Graduation Equipment New York Tent

September 2019 Committee Schedule

September 16th – Facilities Committee – 9:15 a.m.

September 19th – Athletic Committee – 1:00 p.m.

September 26th – Audit Committee – 9:15 a.m.

September 26th – Personnel Committee – 1:00 p.m.

East Bampton Union Jree 多chool Bistrict neasurers report (Adocted) REPORT PERIOD: July 31, 2019

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EH Treasurer's Report July 2019 REDACTED 8/28/2019 2

Cast Hampton Union Free School District
TREASURER'S REPORT SUPPLEMENTAL SCHEDULE
REPORT PERIOD: July 31, 2019

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int earned on NY003 UI A Fund 103.85 Medicare Checks WN# 16 return bids + bond paydown INT. EARNED ON new res.A2023 8,209.12 Dental disbursements Ameritas ACH/Fitzhamis Sales Tax Paid Out TA online	1.		Transion to 10200 for university payroll	
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INT. EARNED ON new res.A2023 8,209.12 Dental disbursements Ameritas ACH/Fitzharris int earned on NY014 ERS 5,181.68 Sales Tax Paid Out TA online		6000	RIGOUGGERG	
int earned on NY014 ERS 5,181.68 Sales Tax Paid Out TA online		423346		
ALTONOMICS OF THE PROPERTY CONTROL OF THE PROPERTY CON	I 4	183814	5009000000	
	i I		State of the state	

East Hampton Union Free School District treasurer's report supplemental schedule

REPORT PERIOD: July 31, 2019

	FUND "C"	FUND "FA"	FUND "H"	FUND "TA"	FUND "TE"	FUND "V"
SCHEDULE #5						
STATE & FEDERAL REVENUES				1 1		
1		[i			1 1	
	i i					
						1 1
1					<u> </u>	
1	1	- i - I				
i	1					
TOTAL SCHEDULE #5		—		i		
101AL SCHEDULE #5						
SCHEDULE #6						
INTEREST AND OBLIGATIONS	1 1					
	F 1		1.66			ŀ
			1	- 1 - 1	1.46	l i
			5,297.10	1		[
						299.52
	84.82] [1 1			
1		0.25				1
1			0.12			1
1					1.13	
TOTAL SCHEDULE #6	84.82	0.25	5,298.88	0.00		299.52
SCHEDULE #7						
MISCELLANEOUS RECEIPTS	1 1					
Interfund Revenue	l l		l i		l i	
Interfund Transfers	1				I I	
CAFETERIA CASH SALES/ACH/HRT	983.35		1		i l	
DONATIONS Mini Grants						l i
Bounced Checks, fees refunded	1					
Flex Receipts				2,538.20	1 1	
Exc. Sales Tax from Store/ Misc Rev						
Drivers Ed/ AP funds/ENt. Programs		1 1			8,800.00	
Bond Premium amortization	<u> </u>	[[l			1
TOTAL SCHEDULE #7	\$ 983.35				\$ 8,800.00	
SCHEDULE #8		1				
DISBURSEMENTS	50 700 00		1			
Warrant #1 Lunch Fund	58,728.29	20.470.00				
WARRANT#1 Special Aid	1 1	20,176.69			7,556.08	
WARRANT#1 Expendable Trust(Grant) WARRANT# 1 CAPITAL FUnd]]	1 1	251,077.00		1,000.08	
Transfer to checking/Paid Scholarships	1 1	1 1	201,077.00		ļ	
SCHOLARSHIPS Camanae, misc]			
Employee Flex paid outs			1	1,996.13		
Bond/Interest Payments]		
Returned checks/ fees					1 1	
Scholarships- Cangiolosi]			1	
Sales Tax		1	1		1 1	
TOTAL SCHEDULE #8	\$ 58,728.29	\$ 20,176.69	\$ 251,077.00	\$ 1,996.13	\$ 7,556.08	\$ -
						

EAST HAMPTON UNION FREE SCHOOL DISTRICT COLLATERAL TEST REPORT PERIOD: July 31, 2019

Prepared by Deirdre Herzog

			Book		Bank Balances		3	Less: FDIC Coverage		Amount Not	Collateral	Eligible Collateral	
	¢T'	Fund	Balances 7/31/2019	Interest Bearing	Non-Interest Bearing	Total	Interest	Non-Int.	Total	Covered By FDIC	Required	Piedged by Bank	Over (Under)
People's United Bank (PUB) formerly SCNB													
Cafeteria (Internal) Fund Workers Comp Reserve CD	C200	ا > ن	8,991.27	437,500.00	8,991.27	8,991.27	250.000.00	8,991.27	8,991.27	187,500,00	196.875.00	212.711	
			446,491.27	437,500.00	8,991.27	446,491,27	250,000.00	72.199,8	258,991.27	187,500.00	00:578,391	212,710.66	15,835.66
BRIDGEHAMPTON NATIONAL BANK Extra Curricular Activities	EX200	EX											
General Fund	V200	<	100 168.08	846,797.41		846 797 41		ļ		914 707 31	00 251 000		
Money Market	A201	<	146,721,22	146,721,22		146 721 22	250.000.00	,	00,000,000	101 778 781	87.751.688 (CL CLT 801)		
Federal Funds-Special Aid N.O.W.	FA200	¥	10,768.76	18,329.16		18,329.16			,	18,329,16	19,245.62		
Capital Funds Money Market	H204	Ξ	2,667.51	2,667.51		2,667.51				2.667.51	08 000 6		
Capital Fund Checking N.O.W	11201	Ξ	1,127.58	1,112.58		1,112.58				1,112.58	1,168,21		
Lrust and Agency	TA200	_≥	796.87		7,685,14	7,685.14			•	7,685,14	8,069,40		
Expendable Trust Fund	TE200	≝ ∣	38,636.29	39,136.29	0.00	39,136.29				39,136,29	41,093,10		
Expendible Little Fund Man Partell Account	115.203 T.10	≝ ≤	32,353,31	32,353,31	0.00	32,353.31			•	32,353.31	33,970.98		
			633,239.62	1,087,117.48	13,384.59	1,100,502.07	250,000.00	,	250,000.00	850,502.07	893,027.17	1,076,008,69	183,881.52
Community Bank of Syonet	TA202	Τ.	23,709.09	•	23,809.09	23.809.09		23,809.09	21,809,09				•
NYCLASS													
NYCLASS reserve ERS	177	>	2,805,038.94	2,334,857,26	0.00	2,334,857,26				2 334 857 26	7.451.600.17	2351 600 13	
NYCASS WC Fund Reserves	A212	<	415.299.57	407,017.30		407,017.30			•	407.017.30	427.368.17	427 468 17	
NYCLASS Capital	H234	=	2,623,679.51	2,623,679,51	00'0	2,623,679,51				2,623,679,51	2,754,863,49	2.754.863.49	
NYCLASS General Fund	A2023	<	3,270,565,27	5,554,856.15	0.00	5,554,856.15				5,554,856.15	5,832,598,96	5,832,598.96	
NICLASS Capital Reserve Pand	A2024	<	1,238,974.98	1,238,974,98		1,238,974,98				1,238,974.98	1,300,923.73	1,300,923.73	
NVCI ASS Provides Regers Band	A2025	< -	1,98,7	1,386,12		2,98.7				2,986.7	57,746,55	57,746.55	
NYCLASS Comp ABS Reserve Fund	A2026	< <	7 965 685 9	5 503 505 5		6 582 506 51				248,242.20	260,969,31	260,969.31	
NYCLASS Lunch	C201	i u	14 288 21	50 203 34	٠	62 107 65				40,090,090,0	15.011,216,0	15'017'716'9	
NYCLASS Repair Reserve Fund	A2022	· <	16,478.37	16,478.37		16,478,37		1	•1	16.478.37	17,302,29	17,302,29	
Debt Service Fund	10ZA) >	158,642.63	158,642.63		158,642.63		•	•	158,642.63	166.574.76	166,574.76	
			17,430,102,93	19.280.845.04		19,280,845.04	j		•	19,280,845,04	20.244,887.31	20,244,887,31	
District Total	i	211	\$ 18,533,542,91	\$ 20.805,462.52 \$	69,994,04	\$ 10,875,456.56	\$ 500,000,00	\$ 56.609.45	\$ 556,609,45	\$ 20,318,847,11	\$ 21,334,789,48	\$ 21,534,506.66 \$	199,717.18

CONSULTANT AGREEMENT

AGREEMENT made this 20th day of August, 2019, by and between Amanda Jones ("Consultant"), whose principal place of business is 18 Blue Jay Way, 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 her services as Vocal Director, 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:

Vocal Direction as needed from auditions to final performance of Middle School Musical in February 2020.

- 2. The District agrees to pay the Consultant a \$1,188.00 stipend for her services as Vocal Director. 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. 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.
- 5. 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.
- 6. Amanda Jones, 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 Amanda Jones.

- 7. [Where applicable:] 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.
- 8. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.
- 9. 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.

CONSULTANT

BY: James P. Foster, President

Board of Education

Marda 8/ms Amanda Jones

CONSULTANT AGREEMENT

AGREEMENT made this 1st day of July, 2019, by and between Dr. Daniel Koontz ("Consultant"), whose principal place of business is P.O. Box 3252, Sag Harbor, NY, 11963, 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 piano accompaniment for rehearsals and performances for the Music Department, 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:

Piano accompaniment for rehearsals and performances for the Music Department for the 2019-2020 school year.

- 2. The District agrees to pay the Consultant \$75.35 per hour for said services. There shall be no other benefits or compensation.
- 3. 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.
- 4. 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.
- 5. Consultant agrees to indemnify and hold harmless the District, its board of education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the performance of services under this Agreement by the Consultant.
- 6. 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.

- 7. 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.
- 8. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.
- 9. 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.	CONSULTANT
BY:	, President	Januar Kocco
	Board of Education	

AGREEMENT effective as of September 1, 2019 by and between the East Hampton Union Free School
District, maintaining administrative offices located at 4 Long Lane, East Hampton, NY, as the party of the
first part, and parent of student"), residing at
NY, as the party of the second part.

WHEREAS, the party of the second part desires to enroll in the East Hampton Union Free School District effective as of September 1, 2019 for the 2019-2020 school year notwithstanding the fact that they reside within the Sag Harbor Union Free School District; and

WHEREAS, the party of the first part agrees to permit the student to enroll in the East Hampton Union Free School District on certain terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of good and valuable consideration including the provisions hereof, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The term of this agreement shall be from September 1, 2019 through June 30, 2020 only.
- 2. The party of the second part agrees that the student's enrollment for the 2019-2020 school year does not confer upon the student the right to continue enrollment beyond said school year. The student will not be permitted to attend East Hampton Union Free School District schools for any subsequent school year in the absence of a further written agreement between the parties or unless the party of the second part become actual residents of the East Hampton Union Free School District.
- 3. The parties agree that the student shall be enrolled in the East Hampton High School.
- 4. The party of the second part agrees to be solely responsible for and pay the party of the first part tuition based upon the rate established by the NYS Education Department ("SED") pursuant to § 174.2 of the Commissioner's Regulations as of the date that the services herein are scheduled to begin. If rates for the 2019-2020 school year are later modified, appropriate refund or additional payment shall be due within 30 days of receipt by the party of the first part of such modified rate for the year (in the event a refund is due) or billing (if additional payment is due).
- 5. Tuition for the first semester shall be due and payable simultaneously with the execution of this agreement by the party of the second part. Tuition for the second semester shall be due and payable, in advance, on January 1, 2020.
- 6. The party of the second part shall be solely responsible for providing transportation of the student between home and school.
- 7. The party of the second part and the student agree that they and each of them will comply with all laws, policies, rules and regulations governing the education of students enrolled within the East Hampton Union Free School District including, but not limited to, its Code of Conduct. The

student, by signing below, specifically acknowledges receipt of a copy of the school district's Code of Conduct, and agrees to comply with it.

- 8. The parties expressly agree that party of the first part shall have the right to terminate this agreement (and the student's enrollment) for any reason or no reason, provided ten (10) days' notice of its intention to do so is given the party of the second part. In the event the student ceases to be enrolled in the East Hampton Union Free School District by virtue of the termination of this agreement by the party of the first part, prepaid tuition, if any, shall be prorated as of the date of termination and appropriate refund made.
- 9. In the event the student is withdrawn from enrollment in the East Hampton Union Free School District, prepaid tuition, if any, shall be prorated as of a date 30 days subsequent the withdrawal and appropriate refund made.
- 10. The party of the first part agrees that in consideration of the subject tuition payment, and except as provided herein, the student will be entitled to and shall receive like and equal instruction to that provided resident students of like age and grade, and shall be afforded all the rights and privileges enjoyed by resident students of the East Hampton Union Free School District.
- 11. The party of the second part acknowledges that this agreement is entered into voluntarily, and that s/he has had a reasonable opportunity to consult with an attorney regarding its content.

IN WITNESS WHEREOF, the parties and student have executed this agreement on the dates indicated.

المحاكة	9 <u>1 5/2019</u>
	[date]
	91 5/2019
	[date]
Board of Educat East Hampton U	ion of the nion Free School District
By:	<u>/ /2019</u>
James P. Fos	ter, President [date]

EAST HAMPTON UNION FREE SCHOOL DISTRICT SERVICE PROVIDER AGREEMENT

AGREEMENT made this day, September 03, 2019, by and between Success for All Foundation, Inc. ("Service Provider"), whose principal place of business is 300 E. Joppa Road - Suite 500 Baltimore, MD, 21286, 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 services of Success for All Foundation, Inc.

WHEREAS, Service Provider 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 introducing the FastTrack Phonics through Success for All Foundation, Inc to achieve student success.

- 1. At the District's request, the Service Provider will provide the following services: Professional Development and School Materials for the 2019 2020 school year, which includes a three year program access fee ending June 30, 2022.
- 2. The District agrees to pay Success for All Foundation, Inc. a total fee of \$13,478.00. See attached proposal. There shall be no other benefits or compensation.
- 3. The Service Provider 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. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the Service Provider 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.
- 5. Service Provider 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.
- 6. Service Provider agrees to indemnify and hold harmless the District, its board of education members, officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages arising in any manner from the performance of services under this Agreement by the Consultant.
- 7. 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.

- 8. Service Provider 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. Service Provider shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.
- 9. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.
- 10. 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 HAM	IPTON	U.F.S.D.
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CONSULTANT

BY:

Mr. James P. Foster,

President Board of Education

Ms. Nancy A. Madden

CoFounder & CEO, Success for All, Inc.

EXHIBIT A -- PROFESSIONAL DEVELOPMENT SERVICES

The following professional development services are provided for John M. Marshall Elementary School as part of this contract:

Year One On-site Professional Development	Total # of Sessions
Fast Track Phonics Training for John M. Marshall Elementary School	1
Total	1

On-site days will be scheduled by mutual consent. Cancellations of on-site days within 15 days of scheduled dates will be subject to cancellation fees.

Year One Remote Professional Development	Total # of Sessions
Fast Track Phonics Custom Remote Support Session(s) for John M. Marshall Elementary School	1
Total	1

Year One Technology Support and Other Services Covered under Online Resource License Fee

Other Services includes

- · Goal-focused achievement planning and progress monitoring
- Telephone contact for informal support

Year Two Remote Professional Development	Total # of Sessions
Fast Track Phonics Custom Remote Support Session(s) for John M. Marshall Elementary School	1
Total	1

Year Two Technology Support and Other Services Covered under Online Resource License Fee

Other Services includes

- Goal-focused achievement planning and progress monitoring
- Telephone contact for informal support

Year Three Remote Professional Development	Total # of Sessions
Fast Track Phonics Custom Remote Support Session(s) for John M. Marshall Elementary School	1
Total	1

Year Three Technology Support and Other Services Covered under Online Resource License Fee

Other Services includes

- Goal-focused achievement planning and progress monitoring
- Telephone contact for informal support

EXHIBIT B - MATERIALS AND/OR FEES

The following materials or other services for John M. Marshall Elementary School are provided as part of this contract in year one:

Success For All Poundation Inc 300 E. Joppa Road, Suite 500

Quote

QTE00000000009021

Date 7/8/2019

Page: 1

Bill To:

John M. Marshall Elementary 4 Long Lane Ship To:

John M. Marshall Elementary

3 Gingerbread Lane

Phone - (631) 329-4156 Ext. 0000 Fax - (631) 329-4157 Ext. 0000

Furchase Order No. Customer ID Cust Service Rep Shipping Method Payment Terms Req Del Date Contract No. START-UP QUOTE NY-EHAMPT-MARSH saraujo UPS Net 30 9/30/2019 Quantity Item Number Description Discount Unit Price Extended Price FTP Kit Grade 1 13 09543 EACH \$0.0000 \$460.0000 \$5,980.00

 Subtotal
 \$5,980.00

 Misc
 \$0.00

 Tax
 \$0.00

 Freight
 \$598.00

 Trade Discount
 \$0.00

 Total
 \$6,578.00

EXHIBIT C – PROGRAM PARTICIPATION FEE AND PAYMENT TERMS

The School/District shall pay the Foundation the following fees for the Work described in Exhibit A and Exhibit B:

Exhibit A and B Total Costs - Professional Development Services and Materials

Year One -2019/20

John M. Marshall Elementary School Materials

\$6,578

John M. Marshall Elementary School Yearly Access Fee Year 1

\$4,100

Total Year 1 \$10,678

<u>Year Two - 2020/21</u>

John M. Marshall Elementary School Yearly Access Fee Year 2

\$1,400

Year Three - 2021/22

John M. Marshall Elementary School Yearly Access Fee Year 3

\$1,400

Total Year Three Program Fee

\$13,478

EASTERN SUFFOLK BOCES

September 04, 2019 03:24:16 pm

201 SUNRISE HIGHWAY PATCHOGUE, NY 11772

Final Contract for Cooperative Educational Services

THIS AGREEMENT made this 1st day of July, 2018 by and between the EASTERN SUFFOLK BOCES, party of the first part, and EAST HAMPTON UFSD, party of the second part.

WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part provided to the party of the second part the following Services during the 2018-19 school year at the indicated cost:

		Basis for C	Basis for Current Contract				
Program/ Sarial No. Service	Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current
Fig.	0.000	0.0000 /	0.0000 Actual Usage	239,223.00	239,223.00	0.00	239,223.00
002.100 Rental of Facilities	0.0000	0.0000 /	0.0000 Actual Usage	100,693.00	100,693.00	00'0	100,693.00
101.100 Career and Technical Education	55.0000	13,575.0000 Student	Student	-244,350.00	746,625.00	-244,350.00	502,275.00
103.110 Special Career Education 12-1-1 103.120 Special Career Education 8-1-1	8.0000	23,702.0000 Annual 29,092.0000 Annual	Annual Annual	-33,182.80 17,455.20	189,616.00 0.00	-33,182.80 . 17,455.20	156,433.20 17,455.20
202.100 Special Education 12-1-1 (Full Day)	1.0000	50,898.0000 Student	Student	-50,898.00	50,898.00	-50,898.00 -161 622 00	0.00
202.275 Related Svc - Indivdual Aide (F1) 202.436 Orientation & Mobility	3.0000	55,674,0000 Teal 4,759,2000 Sess	5,874,0000 Teal 4,759,2000 Sess/Stud/Wk/Yr	4,759.20	4,759.20	-4,759.20	0.00
And County Education 9.4.1 (First Day)	13.0000	63,677,0000 Student	Student	-343,855.80	827,801.00	343,855.80	483,945.20
200,100 Special Education 9.1-1 (1 on Pay)	0.000	39,480,0000 Student	Student	102,648.00	0.00	102,648.00	102,648.00
203.110 Special Education of 1-1 (Fautal Da	0.0000	63,677,0000	Student	25,470.80	0.00	25,470.80	25,470.80
205.120 Objection Classified States in the control of the Control	12.0000	4,759,2000	4,759.2000 Sess/Stud/Wk/Yr	-15,229.44	57,110.40	-15,229.44	41,880.96
205.205 Related SVC - Counselling (IIII.)	6.0000	2,361,6000	2,361,6000 Sess/Stud/Wk/Yr	2,833.92	14,169.60	2,833.92	17,003.52
205.710 Related Svc - Counselling (Stock)	8.0000	4,759,2000	4,759,2000 Sess/Stud/Wk/Yr	-19,036.80	38,073.60	-19,036.80	19,036.80
205.235 Related SVC - OCC Helapy (ind.)	00000	4,759.2000	4,759.2000 Sess/Stud/Wk/Yr	-33,314,40	42,832.80	-33,314.40	9,518.40
205.245 Related Syc - FT (intrividual)	15.0000	4,759,2000	4,759,2000 Sess/Stud/WK/Yr	-28,555.20	71,388.00	-28,555.20	42,832.80
205.205 Related Over operational limp (int.)	0.0000	2,361,6000	Sess/Stud/Wk/Yr	2,361.60	0.00	2,361.60	2,361.60
205.200 Retailed over opening milk (CPV)	00000	4,759,2000	Sess/Stud/Wk/Yr	23,796.00	0.00	23,796.00	23,796.00
205.265 Related SVC - Visiotianity (into)	00000	53.874.0000 Year	Year	107,748.00	0.00	107,748.00	107,748.00
205.275 Related Svc - Individual Alue (F1)	0000	15,393,0000	15.393.0000 Student/Year	15,393.00	0.00	15,393.00	15,393.00
205.277 8-1-1 CISTM Alde Strated (9-1-1-42)	00000	23.089.0000	Student/Year	23,089.00	00.00	23,089.00	23,089.00
205.278 Cisrm Aide Snared (4-1-1 +3)r ulibay	0000	00000	0.0000 Actual Usage	26,937.00	0.00	26,937.00	26,937.00
205.280 Related Svc - Inc. Aide (Sitated)	30.000	174,9900	174,9900 Per Hour	-3,762.29	5,249.70	-3,762.29	1,487.41
205.297 Autsmittenav Farent Training 205.427 Related Svc - Vision Consult	0.0000	118,9800 Session	Session	3,450.42	0.00	3,450.42	3,450.42
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EASTERN SUFFOLK BOCES 201 SUNRISE HIGHWAY PATCHOGUE, NY 11772

September 04, 2019 03:24:16 pm

Final Contract for Cooperative Educational Services

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EASTERN SUFFOLK BOCES EAST HAMPTON UFSD	,	School Year 2018-19				
Personal control of the control of t		Basis for Current Contract			•	
Program/ Social No. Service	Quantity/ Share	Unit Cost Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Contract
elatec	0,0000	118.9800 Session	3,569.40	0.00	3,569.40	3,569.40
205.428 Related Service - Speech Consult	30.0000	118.9800 Session	2,379.60	3,569.40	2,379.60	5,949.00
205,434 Related Svc-Occ Therapy Consult	30,0000	118.9800 Session	1,558.64	3,569.40	1,558.64	5,128.04
205.436 Orientation & Mobility	0.0000	4,759.2000 Sess/Stud/Wk/Yr	9,518,40	0.00	9,518.40	9,518.40
205.450 Eval/Assess Med Screen/Physical	0.0000	218.9600 Unit	218.96	0.00	218.96	218.96
313.100 Hinerant Vision	5.0000	5,638.5200 Sess/Stud/Wk/Yr	-25,937.24	28,192.60	-25,937.24	2,255.36
313,422 Itinerant Vision Consult	140.0000	140.9600 Session	-14,941.76	19,734.40	-14,941.76	4,792.64
405 100 Evaluation Engishment-Sooid Fee	0.0000	0.0000 Actual Usage	2,167.50	1,785.00	382.50	2,167.50
405.110 Exploratory Enrichment Programs	00000	0.0000 Actual Usage	12,750.00	10,500.00	2,250,00	12,750.00
417.100 ES BOCES Mobile Safety Bus	0.0000	1,000.0000 Day	1,000.00	0.00	1,000.00	1,000.00
438.110 Outreach AC Non-Classified Students	0:0000	63,677.0000 Student	57,309.30	00:00	57,309.30	57,309.30
440.100 Arts-in-Ed Coordination Fee 440.110 Arts-in-Education Programs	0.0000	0.0000 Actual Usage 0.0000 Actual Usage	95.20 0.00	95.20 560.00	0.00	95.20
444,105 Virtual Learning Services Lite	0.0000	0.0000	12,075.50	0.00	12,075.50	12,075.50
477,490 Hospital Instruction - WSB	0.0000	0.0000 Service	3,291.25	00.00	3,291.25	3,291.25
508.100 Library Automation 508.200 Foliett, Follett Destiny & OPALS	0.0000	0.0000 0.0000 Actual Usage	1,772.00 6,178.00	0.00 6,178.00	1,772.00	1,772.00 6,178.00
509.100 Summer Spec. Ed. Supervision	0.0000	0.0000 Actual Usage	2,016.00	0.00	2,016.00	2,016.00
514.430 School Data BK Svcs-Full Service	1,893.0000	8.5900 Student 3.6000 Student	0.00	16,260.87 6,814.80	0.00	16,260.87 6,814.80
514.530 NYS Required Reporting 514.800 Apperson Scan Svc, Euip&Supplies	1,893.0000		0.00	1,192.59	0.00	1,192.59 1,410.52
516.210 Lib. Svc/Media-Virtual Ref. Collect 516.220 Library Services - Supp. Databases 516.250 Dinital Media I ibrary-PreK-12 w/VRC	0.0000	0.0000 0.0000 Actual Usage 0.0000	15,398.13 4,184.85 9,516.00	15,398.13 4,184.85 9,516.00	0.00	15,398.13 4,184.85 9,516.00
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EASTERN SUFFOLK BOCES 201 SUNRISE HIGHWAY PATCHOGUE, NY 11772

September 04, 2019 03:24:16 pm

Final Contract for Cooperative Educational Services

School Year 2018-19

EASTERN SUFFOLK BOCES
EAST HAMPTON UFSD

- Basis for Current Contract

	Quantity/	Unit Cost Basis	Current	Initial	Adjustments	Current	
Serial No. Service 516.300 Library Svc/Media Part. (50% disc)	0.0000	0000	Fixed Cost 886.00	Contract 886.00	0.00	Contract 886.00	•
531.200 My Learning Plan (MLP)	0.0000	0.0000 0.0000 Actival Teams	15,251.50	0.00	15,251.50	15,251.50	
531.440 Staff Development-Public Relations	0.0000	0.0000 Actual Usage	1,680.00	1,680.00	0.00	1,680.00	
531.510 Regional Scoring for NYSESLAT Asses	1.0000	0.0000 Actual Usage	00.0	2,957.85	-2,957.85	0.00	
531.515 Full Service Scoring for NYSED 3-8	1.0000	· 0.0000 Actual Usage	22,417.74	16,784.02	5,633.72	22,417.74	
531,525 In District Scoring Leader Request	1.0000	0.0000 Actual Usage	0.00	245.00	-245.00	0.00	
531.530 NYSAA Grades 3-HS Training for CBT	0.0000	0.0000 Actual Usage	199.00	0.00	199.00	199.00	
532.160 Model Schools Workshops	0.0000	0.0000 Actual Usage	125.00	0.00	125.00	125.00	
565.490 Staff Development-Nassau BOCES	0.0000	0.0000 Service	. 250.00	00.00	250.00	250.00	
601.150 Admin One-Time Tech. Acq.	0.0000	0.0000 Actual Usage	21,079.72	00:00	21,079.72	21,079.72	
601.200 Web Services - Public Relations	0.0000	0.0000 Actual Usage	6,100.00	6,100.00	0.00	6,100.00	
601.440 Emergency Notification Systems	0.0000	0.0000	4,983.53	5,205.02	-221.49	4,983.53	
601.455 Finance Manager	0.0000	0.0000	4,516.00	5,766.00	-1,250.00	4,516.00	
601.850 Schooltool	0.0000	0.000	45,744.86	46,654.77	-909.91	45,744.86	
601.880 Renaissance Learning	0.0000	0.0000	29,967.08	10,062.60	19,904.48	29,967.08	
601.990 Test Scanning and Reporting	0.0000	0.0000	16,825.29	16,333.15	492.14	16,825.29	
606.100 Personnel Services	1.0000	16,500.0000 Annual	0.00	16,500.00	0.00	16,500.00	
609.300 Pr Consulting Services	0.0000	0.0000 Actual Usage	4,210.00	4,210.00	0.00	4,210.00	
612.110 Cooperative Bidding	0.0000	0.0000	3,652.00	3,652.00	0.00	3,652.00	
618.110 Health & Safety Consultant	0.000	0.0000 Actual Usage	4,301.40	0.00	4,301.40	4,301.40	
618.120 Health/Safety Basic Svc Base Price	3,0000	3,933.0000 Service 415.0000 Building	0.00	3,933.00	0.00	3,933.00	
618.150 Health/Safety - Specialist	-1.0000	20.737.0000 Dav/Week/Year	-17.280.83	20.737.00	-17.280.83	3.456.17	
618.210 Global Compliance	1.0000	1,400.0000 Per District	00.0	1,400.00	0.00	1,400.00	
623.110 Nonpublic Textbk Distr - Admin Fee	45.0000	92.5800 Student	-1,944.18	4,166.10	-1,944.18	2,221.92	
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EASTERN SUFFOLK BOCES 201 SUNRISE HIGHWAY PATCHOGUE, NY 11772

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Final Contract for Cooperative Educational Services

EASTERN SUFFOLK BOCES EAST HAMPTON UFSD		School Year 2018-19		٠		
		Basis for Current Contract				
Program/ Serial No. Service	Quantity/ Share	Unit Cost Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current
nduc	45.0000	174.0000 Per Student Est	-3,654.00	7,830.00	-3,654.00	4,176.00
624.200 NYSED Pre-Service Driver Training	0.0000	0.0000 Actual Usage	300.00	190.00	110.00	300.00
624.210 NYSED Monitor/Attend Basic Training	0.0000	0.0000 Actual Usage	0.00	1.00	-1.00	0.00
624.225 NYSED Refresher Training-Drver/Mon	0.0000	0.0000 Actual Usage	844.00	762.00	82.00	844.00
624.230 NYSED DRV/Mon Phys PerfTest	0.0000	45.0000 Per Person	405.00	722.50	-317.50	405.00
624.240 DMV 19A	0.0000	0.0000 Actual Usage	2,940.00	5,227.00	-2,287.00	2,940.00
624.250 Defensive Driving	0.0000	0.0000 Actual Usage	3,045.00	3,382.50	-337.50	3,045.00
628.100 Substitute Service	0.0000	. 00000	12,690.00	12,217.50	472.50	12,690.00
633.130 Workers Comp Consortium Coord.	350.0000	10.3400 Employee/Year	0.00	3,619.00	00:00	3,619.00
664.490 GASB 45 Planning & Imp- Questar	0.0000	0.0000 Service	4,906.00	0.00	4,906.00	4,906,00
665.490 State Aid Planning - Questar III	0.0000	0.0000 Service	3,280.00	00:00	3,280,00	3,280.00
690.490 On-Line Application Service-Putnam	0.0000	0.0000 Actual Usage	2,870.00	0.00	2,870.00	2,870.00

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EASTERN SUFFOLK BOCES 201 SUNRISE HIGHWAY PATCHOGUE, NY 11772

Form ? Page

> **EAST HAMPTON UFSD** EASTERN SUFFOLK BOCES

School Year 2018-19

Total of Service Costs - All Funds: Summary:

Adm. & Clerical Costs: Capital Costs:

2,061,195.83 (Except 001/002) 239,223.00 (CoSer D01) 2,401,111.83 100,693.00 (CoSer 002)

Total Contract Costs:

The party of the second part hereby agrees to pay the total contract cost to the party of the first part.

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

EASTERN SUFFOLK BOCES

201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-

(Post Office Address)

(Party of the First Part)

EAST HAMPTON UFSD

(Party of the Second Part)

4 LONG LANE, EAST HAMPTON, NY, 11937-2409

(Post Office Address)

Signature, President and/or Clerk, Board of Education (As Authoized)

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