

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, April 18, 2017

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. 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
 1. Weekend Security
 2. Capital Reserve Fund Proposition
 3. Facilities Committee Update – SEQRA Report
8. New Business
 1. ES BOCES Administrative Budget Vote & Election
 - April 19, 2017 @ 10:00 a.m.
9. News of the Schools
10. Public Comments
11. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of April 4, 2017 and April 7, 2017 as written and place on file.
2. Recommended: That the Board accept the extended unpaid medical leave request for Brian Leary, Secondary Math Teacher, which became effective January 3, 2017, and is extended through January 1, 2018.
3. Recommended: That the Board approve the Health and Welfare Services Agreement between East Hampton Union Free School District and South Huntington Union Free School District in the amount of \$808.84 for the 2016-2017 school year.
4. Recommended: That the Board approve a special education Neuropsychological Evaluation Contract between East Hampton Union Free School District and Thomas Preston, PhD, ABPP/CN at the rate of \$225.00 per hour, not to exceed ten (10) hours, for the purpose of providing student clinical evaluation services for the 2016-2017 school year.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following appointment for the 2016-2017 school year:

Chaperones and Clock-Keepers: Single Game \$60.95, Double Game \$85.70
Walter Smudzinski – effective April 19, 2017

2. Recommended: That the Board approve the following Resolution: RESOLVED, that the Memorandum of Agreement, dated April 18, 2017 and Contract (July 1, 2017 - June 30, 2020) between East Hampton Union Free School District and the East Hampton School Administrators' Association is hereby ratified.
3. Recommended: That the Board approve the Administrative Services Agreement between East Hampton Union Free School District and Ameritas Life Insurance Corp. of New York for third party dental administrative services at a monthly rate of \$3.75 per employee effective May 1, 2017 through July 1, 2019.
4. Recommended: That the Board adopt the 2017-2018 proposed budget in the amount of \$68,306,098.00.
5. Recommend that the Board approve the following transfer:
 - a) Health Serv. Trav. & Conf. \$3,000.00 / From A2815.4000-04 to A2815.4100-04
(Additional funds needed to cover the cost of NASN 2017 School Nurses Conference.)
6. Recommended: That the Board approve the disposal of the following obsolete and damaged equipment:

<u>Type</u>	<u>Serial Number</u>	<u>EH Tag</u>	<u>Description</u>	<u>Status</u>
Printer	CNGXD15250	104060	HP LaserJet 4250	broken
Printer	CNRXJ71297	34222	HP LaserJet 4250	broken
Printer	CN0853Q0270514	103379	HP OfficeJet 8000	broken
Printer	WYN150985	104639	Xerox Phaser 8500	broken
Computer	B8QMR11	104616	Dell GX 260	obsolete
Printer	VDW790561	100698	Xerox Phaser 3150	broken

Printer	8806FWG	105566	Lexmark E323	broken
Printer	VND3B78795	102396	HP P1505	broken
Printer	USK8210550	34255	HP LaserJet 5	broken
Computer	JGH05H1	103800	Dell 755	obsolete
Computer	JM4Z4H1	103030	Dell 755	obsolete
Computer	BVKQMC1	104010	Dell GX 620	obsolete
Computer	FFLWDC1	104131	Dell GX 620	obsolete
Computer	FS4Z4H1	102673	Dell 755	obsolete
Computer	CMZB581	34301	Dell 170L	obsolete
Computer	DR4Z4H1	104623	Dell 755	obsolete
Computer	GFYPKB1	34265	Dell GX 620	obsolete
Computer	8L2J5N1	105152	Dell E5410	broken
Computer	65066058H	105362	Toshiba Laptop	broken
Computer	96077388H	105361	Toshiba Laptop	broken
Computer	9K2J5N1	104580	Dell E5410	broken
Printer	VDW790577	102699	Xerox Phaser 3150	broken
NAS	9.58319E+13	102317	Buffalo Terra	broken
Proxy	kp-yv154	33261	Cisco Content Eng	obsolete
Switch	CAT0822R1DK	101137	WS-C3550-12G	obsolete
Router	JMX0634L5K4	32261	Cisco 2600	obsolete
Firewall	44406082283	32461	515 PIX	obsolete
Switch	CAT0822R256	101139	WS-C3550-48-SMI	obsolete
Switch	CAT0803Y1L8	104044	WS-C3550-24PWR-SMI	obsolete
Switch	FAA0342J07X	34271	WS-C2924C-XL-EN	obsolete
Switch	CAT0822R268	34272	WS-C3550-48-SMI	obsolete
Switch	CAT0713Y0FY	104045	WS-C3550-24PWR-SMI	obsolete
Projector	68602092	39861	Promethean PRM-10	broken
Printer	620P5K4	34478	Lexmark 350D	broken
Computer	9B7RDD1	104003	Dell 745	obsolete
Computer	905Z4H1	103608	Dell 755	obsolete
Firewall	JMX1309L18X	31365	Cisco ASA 5510	obsolete
Computer	7M1YCC1	30132	Dell 620	obsolete
Computer	7F58DH1	103894	Dell 755	obsolete
Switch	CAT0822R1DT	23569	WS-C3550-12G	obsolete
Computer	3GH05H1	103799	Dell 755	obsolete
Computer	8HH05H1	101980	Dell 755	obsolete
Printer	8803ZDG	102797	Lexmark E323	broken
PBX	KQBYVHB	104685	Cisco Unity	obsolete
PBX	KQKHGV4	104687	Cisco CM	obsolete
PBX	KQKHGL0	104686	Cisco CM	obsolete
Phones	FHK1131F26J	37132	Cisco VG224	obsolete
Phones	FHK1131F26K	37137	Cisco VG224	obsolete
Phones	SFHK1131F26B	37139	Cisco VG224	obsolete
Phones	FHK1131F261	37144	Cisco VG224	obsolete
Phones	FHK1126F3C8	37152	Cisco VG224	obsolete
Phones	FHK1131F26M	37136	Cisco VG224	obsolete
Phones	FHK1131F260	37127	Cisco VG224	obsolete
WAP Controller	FCW1308L04X	101095	Cisco AP Controller	obsolete
Router	FTX1128A0DK	37832	Cisco 2821	obsolete
Switch	CAT0822R25C	38845	WS-C3550-48-SMI	obsolete
Switch	CAT0842Z24N	38872	WS-C3550-12G	obsolete
Switch	CAT0822R25X	35252	WS-C3550-48-SMI	obsolete
Switch	CAT0822R26H	39302	WS-C3550-48-SMI	obsolete
Switch	CAT0822R1DM	30523	WS-C3550-12G	obsolete
Video Server	2.02997E+11	104697	No brand	obsolete
Printer	VDW793543	104023	Xerox 3150	broken
Computer	1W97P91	33402	Dell D610	obsolete

Computer	J2B7P91	33405	Dell D610	obsolete
Computer	HM97P91	33409	Dell D610	obsolete
Computer	9X97P91	33502	Dell D610	obsolete
Computer	9T97P91	33412	Dell D610	obsolete
Computer	75B7P91	33471	Dell D610	obsolete
Computer	JR97P91	33568	Dell D610	obsolete
Computer	3Q97P91	33773	Dell D610	obsolete
Computer	DN97P91	33562	Dell D610	obsolete
Computer	36B7P91	33425	Dell D610	obsolete
Computer	5P97P91	33880	Dell D610	obsolete
Computer	4V8YH91	33905	Dell D610	obsolete
Computer	JHGZMM1	109620	Dell 380	broken
Computer	6YG7361	34111	Dell D600	broken
Computer	4NFS5D1	34112	Dell D620	broken
Computer	DM0C7D1	105567	Dell 745	obsolete
Computer	1S2C7D1	105568	Dell 745	obsolete
Board	O830274192	101152	Promethean 378	broken
Board	O825196309	101193	Promethean 378	broken
Board	O825196302	105180	Promethean 378	broken
Board	O825196308	101184	Promethean 378	broken
Board	O830274192	101152	Promethean 378	broken
Board	O825196136	104963	Promethean 378	broken
Board	O825196307	105178	Promethean 378	broken
Computer	91H7Z71	101213	Inspiron 2200	broken
Projector	WPRM45V16340272	109118	PRM-20	broken
Fax	SPN24417	100203	Canon L170	broken
Printer	USGNJ06010	100116	C8051A	broken
Printer	CNGXF49494	104554	Q5401A	broken
Projector	60621429	102900	PRM-20	broken
Printer	25A04519425PKM	105360	Lexmark C736	broken
Printer	94F7D1X	106221	Lexmark X546dtn	broken
Projector	6777	105181	Mitsubishi	broken
APC	AS0235210445	36523	SUA1000	broken
APC	QS0417112826	36535	SU1400RMXL3U	broken
Server	4QVTK31	34261	Dell 2650	obsolete
Computer	96ZQB51	35245	Dell sx270	obsolete
Computer	47ZQB51	34272	Dell sx270	obsolete
Computer	CHWQB51	34313	Dell sx270	obsolete
Printer	USPE038285	35364	HP 1100	broken
Printer	USHG022896	101979	HP 1100	broken
Printer	USGN097388	37658	HP 1100	broken
Printer	WYN335342	103024	Xerox 8500	broken
Printer	8903T59	102797	Xerox 322	broken
Printer	SMY01PCKRM	102364	HP 6940	broken
Printer	MY961241KC0514	103435	HP 8000	broken
Projector	T7F2678 0747	33567	3M	broken
Projector	T7F2678 0218	33570	3M	broken
Printer	72HLZBX	104148	Lexmark e240n	broken
Printer	1.78984E+13	105249	Lexmark C736	obsolete
Computer	JRWHRB1	104024	Dell GX620	Obsolete
Computer	3Y4Z4H1	103811	Dell 755	Obsolete
Scanner	CN894A601M052S	39254	HP G4050	Obsolete
Fax	SPN60020	101053	Canon L170	broken
Printer	USGNP48711	103817	HP 4200	broken
Laptop	1S18665GULVH0687	39458	IBM x41	broken
Computer	9R4Z4H1	103590	Dell 755	Obsolete
Computer	6Z4Z4H1	104621	Dell 755	Obsolete

Computer	8Q4Z4H1	104086	Dell 755	Obsolete
Computer	9S4Z4H1	103597	Dell 755	Obsolete
Computer	6R2C7D1	39452	Dell 745	Obsolete
Computer	6W4Z4H1	103591	Dell 755	Obsolete
Computer	JL2C7D1	39400	Dell 745	Obsolete
Computer	GP2C7D1	39401	Dell 745	Obsolete
Computer	9P4Z4H1	104711	Dell 755	Obsolete
Computer	6M4Z4H1	104114	Dell 755	Obsolete
Computer	3K0C7D1	39440	Dell 745	Obsolete
Computer	2H10Q91	104141	Dell GX620	Obsolete
Computer	DMZB581	104030	Dell L170	Obsolete
Computer	6NZB581	103871	Dell L170	Obsolete
Computer	1NMKJ41	36789	Dell 270	Obsolete
Computer	6CQMLF1	103890	Dell 745	Obsolete
Computer	8WCNMF1	100176	Dell 745	Obsolete
Computer	JVCNMF1	100340	Dell 745	Obsolete
Computer	HWCNMF1	100133	Dell 745	Obsolete
Computer	2QHNMF1	100083	Dell 745	Obsolete
Computer	9XCNMF1	100124	Dell 745	Obsolete
Computer	3WCNMF1	100020	Dell 745	Obsolete
Computer	3M1YCC1	100867	Dell GX620	Obsolete
Computer	5SWHRB1	104035	Dell GX620	Obsolete
Computer	5FLWDC1	37022	Dell GX620	Obsolete
Computer	BRLL1C1	104036	Dell GX620	Obsolete
Computer	1TKQMC1	104005	Dell GX620	Obsolete
Computer	1GYPKB1	37006	Dell GX620	Obsolete
Computer	2SWHRB1	104031	Dell GX620	Obsolete
Computer	2XKQMC1	104015	Dell GX620	Obsolete
Computer	9BQMLF1	103889	Dell GX620	Obsolete
Computer	DTKQMC1	104016	Dell GX620	Obsolete
Computer	CWKQMC1	104018	Dell GX620	Obsolete
Computer	7H10Q91	104039	Dell GX620	Obsolete
Computer	GR2C7D1	101955	Dell 745	Obsolete
Computer	40S4Z4H1	105237	Dell 755	Obsolete
Computer	8R2C7D1	104058	Dell 745	Obsolete
Computer	2X4Z4H1	104113	Dell 755	Obsolete
Computer	CP4Z4H1	103585	Dell 755	Obsolete
Computer	3N4Z4H1	104618	Dell 755	Obsolete
Computer	6G58DH1	103891	Dell 755	Obsolete
Computer	JL1YCC1	100858	Dell GX 620	Obsolete
Computer	7P4Z4H1	105589	Dell 755	Obsolete
Computer	JLH05H1	104633	Dell 755	Obsolete
Computer	4KH05H1	103798	Dell 755	Obsolete
Computer	DK4Z4H1	102883	Dell 755	Obsolete
Computer	6KH05H1	104519	Dell 755	Obsolete
Computer	CL4Z4H1	103605	Dell 755	Obsolete
Computer	6558DH1	103922	Dell 755	Obsolete
Computer	3X4Z4H1	103794	Dell 755	Obsolete
Computer	BL4Z4H1	103584	Dell 755	Obsolete
Computer	1Q4Z4H1	103610	Dell 755	Obsolete
Computer	HR2C7D1	103352	Dell 755	Obsolete
Computer	DF58DH1	103918	Dell 755	Obsolete
Computer	F35Z4H1	104082	Dell 755	Obsolete
Computer	1GH05H1	104087	Dell 755	Obsolete
Computer	5L4Z4H1	104727	Dell 755	Obsolete
Computer	GS4Z4H1	103583	Dell 755	Obsolete
Computer	8M2C7D1	38047	Dell 755	Obsolete

Computer	CNBTYH1	103812	Dell 755	Obsolete
Computer	2L4Z4H1	105574	Dell 755	Obsolete
Computer	CG58DH1	103917	Dell 755	Obsolete
Computer	BN4Z4H1	102886	Dell 755	Obsolete
Computer	GL4Z4H1	103633	Dell 755	Obsolete
Computer	3R2C7D1	102702	Dell 745	Obsolete
Computer	CS4Z4H1	104491	Dell 755	Obsolete

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this first day of July, 2016 by and between the Board of Education of the South Huntington Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 60 Weston Street, Huntington Station, New York 11746, 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, NY 11937.

W I T N E S S E T H

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

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

WHEREAS, South Huntington UFSD 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 July 1, 2016 through June 30, 2017 inclusive.
2. South Huntington UFSD warrants that the health and welfare services will be provided by licensed health care providers. South Huntington UFSD 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. South Huntington UFSD 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. South Huntington UFSD 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. South Huntington UFSD 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 South Huntington UFSD shall be consistent with the services available to students attending public schools within the South Huntington UFSD; and may include, but are not limited to:

- a. all services performed by a physician, physician assistant, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. vision and hearing screening examinations,
- c. the taking of medical histories and the administration of health screening tests,
- d. the maintenance of cumulative health records, and
- e. the administration of emergency care programs for ill or injured students.

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 South Huntington UFSD the sum of \$808.84 per eligible pupil for the 2016-2017 school year.
6. SENDER shall pay South Huntington UFSD within thirty (30) days of SENDER's receipt of a detailed written invoice from South Huntington UFSD. 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, South Huntington UFSD 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, South Huntington UFSD 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. South Huntington UFSD 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 South Huntington UFSD'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 in 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) and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and FERPA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

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. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
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: Superintendent of Schools
 South Huntington Union Free School District
 60 Weston Street, Huntington Station
 New York 11746

 SENDER: Superintendent of Schools
 East Hampton UFSD
 4 Long Lane
 East Hampton, NY 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.
18. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions

that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Suffolk, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

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 South Huntington UFSD.

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

South Huntington Union Free School District

Superintendent of Schools

South Huntington Union Free School District,

East Hampton UFSD,

President, Board of Education

President, Board of Education

MEMORANDUM OF AGREEMENT

The authorized representatives of the Board of Education of the East Hampton Union Free School District ("District") and the East Hampton School Administrators' Association ("Association") have negotiated in good faith with respect to the terms and conditions of employment of the members of the administrators' bargaining unit. Except as provided below, the terms and conditions contained in the parties' 2016-17 collective bargaining agreement ("Agreement") shall remain in effect. The members of the negotiating teams hereby acknowledge their obligations under the Taylor Law to affirmatively recommend to their respective constituencies approval of this Memorandum of Agreement.

Duration of Agreement - Article II: July 1, 2017 - June 30, 2020.

Salary - Article 6.11

2017-18:

- Cindy Allentuck, Director of Pupil Personnel:
Effective July 1, 2017: Annual base salary \$150,000
No percentage increase for 2017-18
- All other unit members:
Effective July 1, 2017: Annual base salary increase of 1.95%.

2018-19:

Effective July 1, 2018: All unit members: Annual base salary increase of 1.95%.

2019-20

Effective July 1, 2019: All unit members: Annual base salary increase of 1.95%

Longevity - Article VI:

Add the following new provision:

"Annual longevity payments, not added to base salary, shall be paid to unit members upon completion of years of bargaining unit service as follows:

Years of Service in Unit	Longevity Payment
5 years	\$1,500
10 years	\$1,500
15 years	\$2,000
20 years	\$2,000

"Longevity payments shall be cumulative, and shall be paid over the bi-weekly payroll during the course of the unit member's work year."

Health Insurance - Article 6.07:

Modify current language to reflect the following unit members' health insurance premium contributions in accordance with the following:

- Effective 7/1/17: 14%
- Effective 7/1/18: 14.5%
- Effective 7/1/19: 15%

Health Insurance Waiver - Article VI: Add the following:

“1. Any full-time unit member eligible to receive District-provided health coverage (either family or individual coverage) may annually opt to waive District health coverage, provided that the unit member submits proof of alternative health coverage. In no event shall the District provide two health plans for spouses, or for a parent and child under age 26 who is covered under the parent-employee’s family health plan; in either case, however, a waiver would be available.

“2. A unit member who waives District health coverage will receive a waiver payment payment in the amount of \$4,000 for waiving health coverage for a twelve-month period. In the event that fifty or more District employees opt to discontinue District health coverage in a given year, and the number of waivers is 50 or more as of June 1st of that waiver year, the waiver payment shall be increased to \$6,000 for such year.

“3. Waiver payments shall be made in June following the end of the twelve month period for which District health coverage was waived.

“4. Nothing contained herein shall preclude a unit member from re-entering the District’s health insurance coverage within the twelve-month period in accordance with the carrier’s rules, provided, however, that in such case, the waiver payment shall be pro-rated.

“5. The parties agree that as a participating agency of the New York State Health Insurance Plan (“NYSHIP”), the District is obligated to comply with the rules and regulations of NYSHIP. Therefore, in the event that a final ruling of a court having appropriate jurisdiction determines that NYSHIP Participating Agencies are (or are not) authorized to offer a financial incentive to employees who decline NYSHIP coverage while remaining covered by NYSHIP through a spouse or parent, the District shall comply with that determination. To the extent that such financial incentives are determined to be permissible, unit members who were otherwise eligible for such incentive and declined District health coverage but were precluded from receiving same during the pendency of the litigation shall be paid the monies withheld during the pendency of the litigation, with payment made within 60 days of the final determination by a court of appropriate jurisdiction.”

Retirement Insurance - Article 6.07.5:

Modify Article 6.07.5 to codify current District practice as follows:

- The required service period for eligibility for NYSHIP health insurance coverage in retirement shall be eight years' full-time District service for members of this bargaining unit.

- Unit members eligible for health insurance in retirement shall contribute the same percentage of the premium cost in retirement as they did immediately prior to the effective date of their retirement.

Sick Leave - Article 6.02

Amend second paragraph of Article 6.02 to read in its entirety as follows:

“Whenever a unit member is absent from school and unable to perform his/her duty as a result of an injury sustained on the job, he/she will be paid his/her full salary less the amount of workers’ compensation payments or awards for the period of such absence, up to two hundred ten (210) days. No part of such absence will be charged to his/her annual or accumulated sick leave.

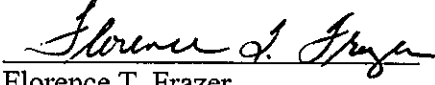
A unit member shall be fully compensated (without submitting an insurance claim to a personal insurance carrier) for vandalism to personal property during the performance of the unit member’s professional responsibilities in the employ of the East Hampton Union Free School District.”

Dated: East Hampton, New York
April ____, 2017

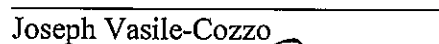
For the District:


Robert Tymann
Assistant Superintendent


Isabel Madison
Assistant Superintendent


Florence T. Frazer
District Labor Counsel

For the Association:


Joseph Vasile-Cozzo
Vice President


Maria Mondini


Cindy Allentuck


Robert Hagen

ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN

AMERITAS LIFE INSURANCE CORP. OF NEW YORK

AND

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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Administrative Services Agreement

This Administrative Services Agreement ("Agreement") is between East Hampton Union Free School District ("Plan Sponsor"), and Ameritas Life Insurance Corp. of New York, a New York stock life insurance corporation (hereinafter called "Ameritas of New York"), effective upon the date set forth herein.

WHEREAS, Plan Sponsor has established and will administer an employee dental benefit plan (Plan) according to the Public Health Service Act ("PHSA"), as applicable, for its employees and their dependents;

WHEREAS, Plan Sponsor desires to utilize the services of Ameritas of New York to assist in its duties to administer the Plan; and

WHEREAS, Ameritas of New York has agreed to provide such non-fiduciary administrative services in connection with the Plan such as processing of claims and other services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Plan Sponsor and Ameritas of New York hereby agree as follows:

Section I. Scope of Agreement

Ameritas of New York agrees to perform certain non-fiduciary administrative services, such as claim processing and other services specified herein for the Plan, as amended, as described in Addendum A (hereinafter Plan).

Section II. Services to be Provided by Ameritas of New York

Ameritas of New York shall perform the following administrative services in connection with the Plan:

- A. Process claims and determine the Plan benefits applicable to Covered Employees and their dependents (collectively, "Covered Persons"), including coordination of benefits, where applicable, in accordance with the terms of the Plan and as specified to Ameritas of New York by Plan Sponsor, using Ameritas of New York's claim paying system as specified to Ameritas of New York by Plan Sponsor. Ameritas of New York will process claims incurred on or after the Effective Date of this Agreement and received while this Agreement is still in effect.
- B. Notify a Covered Person of the initial denial of a claim (benefits) and his or her right of review of the denial as specified by the Plan Sponsor and in accordance with the terms of the Plan.
- C. Issue checks in payment of benefits payable under the Plan which, subject to the terms of this Agreement, shall be paid through the bank account as set forth in Section IV. of this Agreement.
- D. Answer benefits and claims questions and inquiries of Covered Persons and providers through toll free telephone number.
- E. Communicate with Plan Sponsor as is necessary to verify eligibility of Covered Persons.
- F. Provide to Plan Sponsor estimated Plan benefit costs after the Initial Term, and Plan design and underwriting services in connection with benefit revisions, addition of new benefits, and extensions of coverage to new Covered Persons, as requested by the Plan Sponsor.

- G. Bond all of its employees who will be handling funds of Plan Sponsor.
- H. Prepare reports regarding the Plan for use by Plan Sponsor in accounting for and managing the Plan, which shall include the standard reports identified in Addendum D.
- I. Prepare and provide form 1099 MED for each provider of services, in accordance with IRS rules.
- J. Provide Plan identification cards, Ameritas of New York PPO dentist lists, if applicable, and a description of the Plan, as set forth in Addendum A, for each of the Plan Sponsor eligible employees.
- K. Assist Plan Sponsor upon requests in connection with the general administration of the Plan, administration and record keeping systems for the ongoing operation of the Plan and reconciliation of claims paid. As mutually agreed to by the parties, Ameritas of New York will provide forms, including claims forms, related to the general administration of the Plan.
- L. Maintain all benefit payment records as to requests for benefits for a period of seven (7) years following the month in which the final benefit payment was made, or such longer period as required by applicable law. In the event of discontinuance of this Agreement, Ameritas of New York, upon the Plan Sponsor's request and their expense, shall promptly forward to Plan Sponsor the subject records in its possession in the format identically maintained by Ameritas of New York at the time the Agreement is discontinued. During the time in which Ameritas of New York is to maintain benefit payment records, Ameritas of New York shall be permitted, if it so desires, and unless otherwise prohibited by law, to destroy hard copies whenever the information has been transferred to microfiche or such other similar process which permits the retention of such information.
- M. If it is determined that any payment has been made under this Agreement to an ineligible person, or if it is determined that more or less than the correct amount has been paid by Ameritas of New York, Ameritas of New York will make a diligent attempt to recover the overpayment or will adjust the underpayment in accordance with Ameritas of New York's established claim practices. However, in no event shall such recovery or adjustment be performed in a manner violative of any state's Unfair Claims Practices Act. Ameritas of New York shall not initiate court proceedings for any such recovery. In the event, however, that Ameritas of New York is sued by any beneficiary seeking to recover an adjustment to an alleged underpayment, then the decision whether to defend such court suit shall be the responsibility of Plan Sponsor. Plan Sponsor may direct Ameritas of New York to enter into a settlement or to forego the defense to any such action, provided, however, that Plan Sponsor shall ensure that Ameritas of New York is fully reimbursed and indemnified for any and all payments made by reason of such decision by Plan Sponsor.
- N. Ameritas of New York shall arrange for those contracted providers comprising the Ameritas of New York PPO Network to render services to those Covered Persons who seek such services from a member of the Ameritas of New York PPO Network. Ameritas of New York's foregoing obligation, when measured at an individual provider level, is subject to the provider's then-current patient load and ability to accept new patients. Ameritas of New York represents and warrants that in exchange for rendering services to the Covered Persons, each participating provider agrees to accept the amount set forth in their respective fee schedule as payment in full for procedures listed on the fee schedules and further, that the participating providers have agreed to bill Covered Persons only for the cost of services not covered under the Plan.

Section III. Obligations of Plan Sponsor

Plan Sponsor shall:

- A. Promptly and diligently provide Plan benefit and eligibility information for Covered Persons under the Plan, on or after the Effective Date of this Agreement, to Ameritas of New York in the exact standard eligibility format, as set forth in Addendum E, at no cost to Ameritas of New York.
- B. Provide benefit information, eligibility information and periodic (at least monthly) updates of additions, deletions and changes with regard to Covered Persons by an agreed upon medium.
- C. Designate personnel with authority to answer questions relative to eligibility so that accurate eligibility information is available to Ameritas of New York upon request.
- D. Maintain and administer the Plan or the PHSA, as applicable; provide discretionary authority and exercise control respecting plan management and claims decisions.

Section IV. Banking Arrangements

During the term of this Agreement:

- A. All benefit payments made by Ameritas of New York on behalf of the Plan will be issued by Ameritas of New York on checks payable through Ameritas of New York's bank of choice.
- B. Ameritas of New York will send to Plan Sponsor weekly, the Paid/Denied Claim Report identified in Addendum D. Accompanying this report will be a cover letter setting forth the total amount paid as reflected by the report. Three (3) business days after sending, Plan Sponsor will wire transfer to the Ameritas of New York bank account the amount listed in the letter.
- C. Failure to reimburse Ameritas of New York in accordance with the above will result in interest being charged on the unpaid amount from the date due until fully paid at a rate equal to the lower of a) ten percent (10%) per year or, b) the maximum rate allowable by applicable usury laws, and may result in the discontinuance of the Agreement in accordance with Section VI.

Section V. Administrative Service Charge Schedule

- A. Except as otherwise provided hereafter, the Administrative Service Charge for each month of this Agreement shall be as specified in Addendum B, both for the Initial Term of this Agreement and as agreed to thereafter. Initial Term shall be as defined in Section VI., below.
- B. The Administrative Service Charge as applied and provided for in Addendum B, will start on the first day of the month falling on or after the date the applicable coverage is effective. The Administrative Service Charge for the applicable coverage will cease on the last day of the month falling on or after the date of termination of the applicable coverage. There will be no pro rata charges or credits for partial month.
- C. Ameritas of New York will refund unearned Administrative Service Charges to Plan Sponsor for up to three (3) months before the date Ameritas of New York receives evidence that a refund is due.

- D. Prior to the first (1st) day of each month of this Agreement, Ameritas of New York will submit a report identifying the Covered Person(s) and listing the Administrative Charges for the month. Remittance of the Administrative Service Charges, in the form of the Plan Sponsor's check, shall be due by the fifth (5th) of the month and past due on the fifteenth (15th) of the month. Such report and remittance shall be subject to audit and adjustment, as necessary, by Ameritas of New York within ninety (90) days of receipt.
- E. The Administrative Service Charge may be adjusted by Ameritas of New York at the start of any Subsequent Agreement Period following the Initial Term, provided Ameritas of New York has given Plan Sponsor at least ninety (90) days advance written notice of its intent to adjust the Administrative Service Charge. Subsequent Agreement Period shall be as defined in Section VI., below. Should Ameritas of New York fail to timely deliver any rate change notice, the rate shall as described in the notice shall still be effective but not until the first month following the month in which the advance notice period required hereunder ended. Upon the delivery of such rate change notice, Addendum B attached hereto shall be deemed to be modified without any further action by the parties.

Section VI. Term and Termination

A. Term

1. Although executed on the dates shown below, this Agreement shall be effective as of May 1, 2017 through July 1, 2019. This time period shall be considered the "Initial Term".
2. This Agreement shall be automatically renewed for successive twelve (12) month periods beginning the first day following the expiration of the Initial Term and each anniversary of such date thereafter, unless terminated as provided for herein. Such renewal periods shall be considered "Subsequent Agreement Periods".

B. Termination

1. Termination without cause. This Agreement may be terminated without cause by either Party at the expiration of the Initial Term or any subsequent term with ninety (90) days written notice to the other Party in advance of such date. The Parties may also mutually agree in writing to terminate at any time.
2. Termination with Cause. Either Party has the right to terminate this Agreement upon at least 30 days' advance written notice of such termination to the other Party if the Party to whom such notice is given breaches any material provision of this Agreement. The Party claiming the right to terminate shall provide the facts underlying its claim of breach and cite the relevant sections of this Agreement that are claimed to have been breached. Remedy of such breach to the satisfaction of the other Party, within 30 days of the receipt of such notice, shall revive this Agreement for the remaining portion of its then-current term, subject to any other rights of termination contained in this Agreement.

C. Effect of Termination

1. Termination of this Agreement for whatever reason, shall not terminate the rights or liabilities of either Party arising out of a period prior to termination.
2. Ameritas of New York will continue to process all claims received on or before the date the Agreement is terminated. Upon request, and with appropriate guarantees of funding and agreement to

Administrative Service Charges from Plan Sponsor, Ameritas of New York will, for a period of ninety (90) days subsequent to the date of termination of this Agreement, continue to process those standard dental claims containing expenses for dental services performed prior to the date of termination of this Agreement which dental claims are received during said ninety (90) day period. At the expiration of said ninety (90) day period, Ameritas of New York will cease all claim processing in accordance with (3) hereof.

3. Plan Sponsor agrees to reimburse Ameritas of New York in the same manner as provided for in accordance with Section IV. B., for benefit payments made subsequent to the date of termination until all payments made by Ameritas of New York have been reimbursed by Plan Sponsor.

Section VII. General Provisions

A. Plan Administration

1. The Plan Sponsor is the fiduciary with respect to the management, and administration of the Plan and Ameritas of New York does not insure or underwrite the liability of the Plan Sponsor under the Plan. Ameritas of New York shall not have discretionary authority or control over plan management or disposition of assets of the Plan (including final claim decisions). Ameritas of New York shall not be responsible for complying with the provisions of any federal or state laws and regulations pertaining to the Plan and Plan administration (except as to its non-fiduciary administrative functions regarding processing claims and customer claims service). Plan Sponsor's decisions in such matters shall be controlling, binding, and final. By this Agreement, Plan Sponsor is delegating to Ameritas of New York such authority as is necessary to process or otherwise resolve undisputed claims, eligibility questions, or other matters governed by this Agreement, but the Plan Sponsor reserves ultimate authority with respect to those and all other aspects of the Plan.
2. Ameritas of New York shall have no responsibility to provide Summary Plan Descriptions or other disclosures required under the PHSA; comply with COBRA or state continuation of coverage requirements; or to comply with HIPAA portability requirements. If such obligations exist, they shall be the sole responsibility of Plan Sponsor and not the responsibility of Ameritas of New York.

B. Indemnification

1. **General Indemnity.** Subject to the limitations on liability contained in Section VII.B.2, below, each party ("Indemnitor") shall indemnify and hold the other party harmless from and against any and all claims, suits, liabilities, obligations, damages and expenses (including reasonable attorneys' fees and expenses of litigation) arising out of either Indemnitor's performance or failure to perform in accordance with the terms of this Agreement or any negligence or willful misconduct of any kind on the part of Indemnitor. Ameritas of New York or Plan Sponsor, as applicable, shall reasonably cooperate with the indemnifying party in connection with the indemnifying party's obligations under this section.
2. **Limitation of Liability.** Except for breach by either party of Sections VII. C. or D., below, neither party shall be liable to the other for any indirect, special, incidental, exemplary, reliance, punitive or consequential damages arising out of or related to this agreement, even if advised of the possibility thereof.

3. Survival. The provisions of this Section VII. B. shall survive the expiration or termination of the Agreement.

C. Proprietary Interest

Plan Sponsor acknowledges that the claims paying, administration and eligibility systems employed by Ameritas of New York and the Ameritas of New York PPO Network and the listing of the dental providers participating therein, have been developed by Ameritas of New York and that Ameritas of New York has a proprietary interest therein. Plan Sponsor further agrees that at no time shall Plan Sponsor or any of its employees use such other than for the intended purposes of this Agreement.

D. Confidentiality and Privacy

Except as otherwise provided in this Agreement, all information communicated to one party by the other party, whether before or after the effective date of this Agreement, was and shall be, to the extent permitted by law, received in confidence and shall be used only for purposes of this Agreement. No such information, including without limitation the provisions of this Agreement, shall be disclosed by the recipient Party to other persons including its own employees, except as may be necessary by reason of legal, accounting, regulatory or administrative requirements under this Agreement. The Parties further agree to comply with all applicable laws respecting privacy and security, including HIPAA and to enter into HIPAA Business Associate Agreements and to make any required compliance certifications, as applicable.

E. Examination of Records

Each Party shall have the right to examine any records of the other relating the other Party's obligations under this Agreement provided, however, such examination shall take place on a regular working day in a manner agreed to between the Parties and in a manner designed to protect the confidentiality of an individual's medical or dental information. The cost of any such examination shall be borne by the Party requesting the examination.

F. Entire Agreement, Amendments, Notices

This Agreement and attached Addendums, shall constitute the entire agreement between the Parties and all prior oral agreements shall be merged into this written Agreement. This Agreement may be amended from time to time by written agreement between the Parties. The Parties may provide notice to each other as follows:

In the case of Ameritas of New York:

Ameritas Life Insurance Corp. of New York
1350 Broadway, Suite 2201
New York, New York 10018
Attn: Philip Michels

In the case of Plan Sponsor:

East Hampton Union Free School District
4 Long Lane
East Hampton, New York 11937
Attn: Isabel Madison

IN WITNESS WHEREOF, Plan Sponsor and Ameritas of New York have caused this Agreement to be executed in duplicate on the dates set forth below.

**AMERITAS LIFE INSURANCE CORP.
OF NEW YORK**

**EAST HAMPTON UNION FREE SCHOOL
DISTRICT**

By: _____
Bruce E. Mieth

By: _____
Isabel Madison

Title: Senior Vice President, Group Operations

Title: Assistant Superintendent of Business

Date: _____

Date: _____

Addendum A

Description of Plan Booklet

[See attached]

Addendum B - Bank Account, Administrative Service Charges

Bank Account

Financial Institution: Wells Fargo Bank [REDACTED]
Account Number: [REDACTED]

Administrative Service Charges

The Administrative Service Charges from Effective Date to July 1, 2019

\$3.75 per Covered Employee and Family per Month

Fees shown above are based on the services outlined in Section II. Services to be Provided by Ameritas of New York. Any other services and the fees related, if any, are identified in Addendum F, if applicable.

Addendum C – Intentionally Omitted

Addendum D - Summary of Reports

Weekly Reports

Paid/Denied Claims Report

Monthly Reports

Fees List Bill

Quarterly Reports

Claims Turn Around Time Report

Benefit Payment Report

Lists Paid Claims by Benefit Type

Annual Reports

Informed Selling Reports

Experience Detail Report including EOB's

Dental Calendar Year Maximum Benefit Summary

Customer Reporting Package

Claim Payment Summary

Claim Payment Breakdown by Procedure Type

Claim Summary – PPO vs. Non-PPO

Claim Payment analysis by Procedure Group

Claim Payment analysis by Category within Procedure Group

Claims Savings Categories

Claims Savings Categories – PPO

Claims Savings Categories – Non-PPO

PPO Savings Information

Fees include this standard report package. Deviations from these reports and/or frequency will be priced accordingly as shown in Addendum F (if applicable).

Addendum F

Deviations from Standard Services

(None)