

## EAST HAMPTON UNION FREE SCHOOL DISTRICT

### REGULAR MEETING OF THE BOARD OF EDUCATION Via Remote Conferencing, and In-Person Board Meeting in HS Auditorium at 6:30 p.m.

Tuesday, October 19, 2021

This meeting will be conducted via Zoom and in a Limited In-Person Board Meeting format. This meeting will also be available to watch remotely through the following ways:

- Other options are as follows:
- When broadcasting live – <https://www.youtube.com/c/LTVEastHampton>
- When watching a recording – [www.youtube.com/c/LTVEastHampton/videos](https://www.youtube.com/c/LTVEastHampton/videos)
- When watching on LTV website via VOD (Video on Demand) – <https://www.ltveh.org/channel-22>
- ***Please Note:** There are 2 opportunities for public commentary on the Board Agenda. One opportunity is for Agenda Items only (Item #5), and the second opportunity is at the end of the Board meeting (Item #10). With this in mind, if an individual would like to give public comment that does not pertain to an Agenda Item – please do not call into LTV until towards the end of the Board meeting after New Business (Item #9) has been conducted. All calls will be taken in the order they are received. Thank you.*

### AGENDA

1. Executive Session (5:00 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 5:00 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. Presentations in Honor of School Board Recognition Week (10/18-10/22)
  - JMMES, EHMS, EHHS, Art Department
5. News of the Schools
6. Public Comments (Agenda Items Only)

*The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:*

  1. *Each speaker is permitted three minutes for their comments.*
  2. *The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.*
  3. *The Board is not permitted to address personnel or individual student matters in open session.*
7. Consent Agenda
8. Superintendent's Report and Recommendations

9. Old Business

10. New Business

1. Athletic Department – Sports Transportation
2. Affordable Housing Forum – Tuesday, October 26, 2021

11. Public Comments

12. Adjournment

**Consent Agenda:**

1. Recommended: That the Board accept the Minutes of October 5, 2021 as written and place on file.
2. Recommended: That the Board accept the letter of resignation from Nicholas Taylor, Girls Varsity Assistant Basketball Coach effective October 1, 2021.
3. Recommended: That the Board accept the letter of resignation from Samantha James, Girls JV Basketball Coach effective October 1, 2021.
4. Recommended: That the Board approve the disposal of damaged and obsolete promethium boards as follows: Tag#s 109052, 103408, 103019, 103027, 103355, 103325, 102899 and 102895.

**Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the following amended Resolution: RESOLVED, that Alixandra McMahon be and hereby is granted an extended leave of absence from her current position as a Teaching Assistant for a period that commenced April 26, 2021 through December 23, 2021,

AND BE IT FURTHER RESOLVED, Alixandra McMahon, is, upon the recommendation of the Superintendent of Schools, appointed to an extended Elementary School Teaching position as a leave replacement term, which became effective April 26, 2021 and is extended through December 23, 2021 at an annual salary of \$56,039.00 (Step 1/A) pro-rated.

2. Recommended: That the Board approve the following Resolution: RESOLVED, Francine Connors, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary English position as a leave replacement term effective October 20, 2021 through on or about January 31, 2021 at a per diem rate of \$284.40 based on BA/Step 1.
3. Recommended: That the Board approve the following appointments for the 2021-2022 school year:

JMMES Lunch Monitors

- Daniela Quiroga

Interscholastic Coach (Fall) – amendment

- Samone Johnson, Cheerleading Coach, Level II, 12+ years - \$10,027.00 (pro-rated based on the following dates: 8/24/2021-9/17/2021)

Interscholastic Coaches

- Samantha James, Girls Varsity Basketball Coach, Level II, 0 years - \$8,356.00
- Lillian Bryant Vasile-Cozzo, Assistant Dance Team Coach, Level IV, 3 years - \$5,350.00

4. Recommended: That the Board approve the following Resolution: WHEREAS, the District's lease on the current bus depot located at 41 Route 114, East Hampton, expires on October 31, 2021; and

WHEREAS, the District's new Transportation Facility will not be ready for occupancy by said date; and

WHEREAS, the new tenant of the current bus depot, South Fork Wind, LLC has agreed to sub-lease the entirety of the premises to the District for the period of November 1, 2021 through December 31, 2021; and the bus garage and fueling facilities on the premises thereafter for the period of January 1, 2022 through April 29, 2022, all in accordance with a certain sub-lease agreement; and

WHEREAS, the landlord, 41114, LLC has consented to said sub-lease; now therefore, be it,

RESOLVED, that the sublease agreement between the District as sub-tenant and South Fork Wind, LLC regarding premises known as 41 Route 114 be and the same is hereby approved; and be it further

RESOLVED, that the President of the Board be and is hereby authorized to execute the said sub-lease agreement on behalf of the District; and be it further

RESOLVED, that the President of the Board be and is hereby authorized to execute a letter on behalf of the Board and subject to counsel's approval as to its contents, explaining the assistance provided the District by South Fork Wind, LLC in accommodating the District's previously unforeseen need to remain on the premises subsequent to the end of its lease.

5. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Kathryn Schreck in the amount of \$5,939.00 as the high schools' Musical Director for the 2021-2022 East Hampton High School Musical in accordance with the terms and conditions set forth in said agreement.
6. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Amanda Jones in the amount of \$3,167.00 as the high schools' Musical Accompanist for the 2021-2022 East Hampton High School Musical in accordance with the terms and conditions set forth in said agreement.
7. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Amanda Jones, Consultant, for the purpose of providing piano accompanist services for rehearsals and performances for the District's music department at the hourly rate of \$75.35 for the 2021-2022 school year in accordance with the terms and conditions set forth in said agreement.
8. Recommended: That the Board approve the Consultant Services Contract between East Hampton Union Free School District and iTutor.com, Inc. for the purpose of providing student instructional support, on an as-need-basis, and to be paid according to the iTutor.com 2021-2022 Pricing Sheet attached to said Consultant Services Contract for the 2021-2022 school year in accordance with the terms and conditions set forth in said agreement.
9. Recommended: That the Board adopt the proposed Budget Calendar for the upcoming 2022-2023 school year.

10. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, having been advised on the New York State Law concerning the use and appropriation of excess fund balance into reserves, hereby directs that \$3,569,955.00 or 4.75% in excess fund balance from the 2020-2021 school year be placed into the Unassigned, Unappropriated Fund Balance.
11. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education hereby authorized the funding of the TRS Reserve in the amount of \$551,309.00, the Compensated Absences Reserve in the amount of \$773,423.00, and the Capital Reserve in the amount of \$2,758,500.00.
12. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, approve the Tax Levy for the 2021-2022 school year in the amount of \$56,133,715.87 (this amount includes the East Hampton Library Tax Levy of \$1,453,780.87 for the 2021-2022 school year).

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### **October Board Committee Schedule**

October 27<sup>th</sup>

- Personnel Committee – 1:00 p.m.
- Athletic Committee – 2:00 p.m.

### **November Board Committee Schedule**

November 10<sup>th</sup>

- Facilities Committee – 9:15 a.m.
- Audit Committee – immediately following Facilities Committee
- Academic Committee – 1:00 p.m.

November 23<sup>rd</sup>

- Personnel Committee – 1:00 p.m.
- Athletic Committee – 2:00 p.m.

This **Agreement** intended to be effective as of November 1, 2021, by and between the EAST HAMPTON UNION FREE SCHOOL DISTRICT, a public school district, maintaining administrative offices located at 4 Long Lane, East Hampton, NY 11937 'District'), and SOUTH FORK WIND, LLC, a limited liability company with offices located at 524 Montauk Highway, Amagansett, NY 11930 ("Tenant") (and together "Parties").

**WITNESSETH**

**WHEREAS**, the District is a party to a certain lease dated as of November 1, 2016 regarding premises commonly known as 41 Route 114, East Hampton, NY (hereinafter the "premises") which said lease is due to expire on October 31, 2021, which lease is incorporated by reference herein, and

**WHEREAS**, the Tenant is a party a certain lease dated as of March 10, 2021 for a term of three (3) years commencing November 1, 2021 regarding the same premises; namely 41 Route 114, East Hampton, NY, 11937 which lease is hereby incorporated by reference herein, and

**WHEREAS**, the District wishes to remain in possession of portions of the leased premises subsequent to October 31, 2021 and the Tenant is willing to sublet portions of the said premises to the District so as to enable it to continue to occupy the entirety of the demised premises through December 31, 2021 and the bus repair garage and fuel tank located thereon through April 29, 2022.

**NOW THEREFORE**, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties do hereby agree as follows:

1. The foregoing recitals of facts and circumstances set forth in each of the "WHEREAS" clauses are expressly incorporated herein and form a part of this Agreement.
2. The Tenant agrees that the District may continue to occupy, on a non-exclusive basis and for the purpose(s) delineated in its November 1, 2016 lease, the entirety of the premises during the period of November 1, 2021 through and including December 31, 2021 and continue to occupy the repair garage and fuel tank and dispensing facilities during the period of January 1, 2022 through April 29, 2022;
  - A. Such occupancy shall be as a subtenant of the Tenant.
  - B. During the period of November 1, 2021 through December 31, 2021, the District shall pay the Tenant the sum of \$20,833.33 per month and during the period January 1, 2022 through April 29, 2022 the sum of \$10,416.67 per month in advance on the first of each month.

- C. The District will cause the Landlord, 41114, LLC, and the Tenant to be named as additional insureds on its general liability insurance coverage as regards its continued occupancy of the premises.
  - D. The District agrees to indemnify the Tenant in the same manner and to the same extent as the Tenant has agreed to indemnify the Landlord in its November 1, 2016 lease referred to above as regards its occupancy of the demised premises as herein permitted..
3. This Agreement may be executed in counterparts. Further, a copy of a signature on a facsimile or electronic transmission of this Agreement shall have the same force and effect as if it were an original signature
4. Upon execution of this Agreement by the parties the undersigned Landlord shall be deemed to have delivered possession of the premises to the Tenant in full satisfaction of all of the Landlord's obligations pursuant to its lease with the Tenant.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

BOARD OF EDUCATION of the  
EAST HAMPTON UNION FREE SCHOOL DISTRICT

By \_\_\_\_\_ / /2021  
James P. Foster, President (date)

SOUTH FORK WIND, LLC

By \_\_\_\_\_ / /2021  
Ken Bowes, VP of Siting & Engineering (date)

**Pursuant to the provisions of the lease dated as of March 10, 2021 between 41114, LLC, as Landlord and SOUTH FORK WIND, LLC, as Tenant and, in particular, paragraph "5" thereof, the foregoing sub-lease of the demises premises is hereby consented to.**

41114, LLC

By \_\_\_\_\_ / /2021  
Michael Minkoff, Managing Member (date)

## CONSULTANT AGREEMENT

AGREEMENT made this 5<sup>th</sup> day of October, 2021, by and between Kathryn Schreck (the "Consultant"), whose principal place of business is 168 Woodbine Dr., 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 the Consultant to provide the Musical Director Services for the East Hampton High School's Spring Musical, and

WHEREAS the 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: Musical Director for the East Hampton High School's Musical, effective October 18, 2021. The Musical performance will be held in the Spring of 2022 at the East Hampton High School.
2. The District agrees to pay the Consultant \$5,939.00 for the 2021-2022 School Year. There shall be no other benefits or compensation.
3. The term of this Agreement shall be from the effective date written above through June 30<sup>th</sup>, 2022, unless terminated by the District as set forth below.
4. The Contractor agrees at all times during the term of its retention by the District and thereafter, to hold in strictest confidence, and not to use and/or disclose to any person, firm or corporation, except for the benefit of the District and with written authorization of an authorized officer of the District, any confidential information or personally identifiable information ("PII") pertaining to any of the District's students or staff members.
5. 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. The Consultant shall be solely responsible for the payment of federal, state, and local income taxes, fees, withholding taxes, social security charges, and other taxes on behalf of the Consultant and their staff.

12. The Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. The Consultant will provide the District with documentation of such insurance coverage. If for any reason the Consultant's insurance is changed or cancelled, the 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 the Consultant to the District upon execution of this Agreement.

13. The 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. The Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

14. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of the Consultant.

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

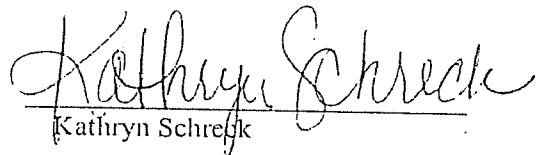
16. This Agreement cannot be changed, modified or discharge orally, but only if consented to in writing by the parties.

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

  
Kathryn Schreck



## CONSULTANT AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Amanda Jones (the "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 the Consultant to provide the Musical Accompanist Services for the East Hampton High School's Spring Musical, and

WHEREAS the 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: Musical Accompanist for the East Hampton High School's Musical, effective October 18, 2021. The Musical performance will be held in the Spring of 2022 at the East Hampton High School.

2. The District agrees to pay the Consultant \$3,167.00 for the 2021-2022 School Year. There shall be no other benefits or compensation.

3. The term of this Agreement shall be from the effective date written above through June 30<sup>th</sup>, 2022, unless terminated by the District as set forth below.

4. The Contractor agrees at all times during the term of its retention by the District and thereafter, to hold in strictest confidence, and not to use and/or disclose to any person, firm or corporation, except for the benefit of the District and with written authorization of an authorized officer of the District, any confidential information or personally identifiable information ("PII") pertaining to any of the District's students or staff members.

5. 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. The Consultant shall be solely responsible for the payment of federal, state, and local income taxes, fees, withholding taxes, social security charges, and other taxes on behalf of the Consultant and their staff.

6. This Agreement shall be subject to early 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.

7. Upon the termination of this Agreement for any reason: (a) all obligations of the parties hereunder shall cease; (b) the District shall pay the Consultant the fair value of work performed up to the date of termination; and (c) the Consultant shall immediately return to the District all work products produced pursuant to this Agreement as well as all files, records, information, materials, tools or other property of the District within the Consultant's possession.

8. The 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. Neither the Consultant nor their staff is an employee or agent of the District for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays, or any other benefits provided to District employees.

9. Unless otherwise agreed in writing, the Consultant retains the sole right to control or direct the manner in which the services described herein are to be performed and the Consultant will determine the method, details and means of performing the services. The District retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to ensure its conformity with this Agreement.

10. Neither Consultant nor any of their staff shall, under any circumstances, have any authority to act for or to bind the District or to sign on behalf of the District or to otherwise represent that the District is in any way responsible for their acts or omissions. Neither Consultant nor their staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the District.

11. 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, civil penalties or fines, claims, or actions (including costs and attorney fees), to the extent permissible by law, for any and all legal actions arising out of or in connection with the actual or proposed use of East Hampton Union Free School District property, or the performance of services under this Agreement by Amanda Jones, including but not limited to (i) the Consultant's breach of this Agreement; (ii) any negligent or willful act, omission, misstatement, misleading statement, neglect, or breach of duty by the Consultant or their staff; and (iii) any allegation that the Consultant or their staff caused injury and/or damage to any third person (individual, corporation, company, partnership, government or any other entity).

12. The Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. The Consultant will provide the District with documentation of such insurance coverage. If for any reason the Consultant's insurance is changed or cancelled, the 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 the Consultant to the District upon execution of this Agreement.

13. The 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. The Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

14. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of the Consultant.

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

16. 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

\_\_\_\_\_  
Amanda Jones

## CONSULTANT AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Amanda Jones (the "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 the Consultant to provide piano accompanist services for rehearsals and performances for the District's music department at the hourly rate of \$75.35 for the District's and

WHEREAS the 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 accompanist services for rehearsals and performances for the District's music department at the hourly rate of \$75.35 for the 2021-2022 School Year. There shall be no other benefits or compensation.

2. The term of this Agreement shall be for the 2021-2022 School Year unless terminated by the District as set forth below.

3. The Contractor agrees at all times during the term of its retention by the District and thereafter, to hold in strictest confidence, and not to use and/or disclose to any person, firm or corporation, except for the benefit of the District and with written authorization of an authorized officer of the District, any confidential information or personally identifiable information ("PII") pertaining to any of the District's students or staff members.

4. 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. The Consultant shall be solely responsible for the payment of federal, state, and local income taxes, fees, withholding taxes, social security charges, and other taxes on behalf of the Consultant and their staff.

5. This Agreement shall be subject to early 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. Upon the termination of this Agreement for any reason: (a) all obligations of the parties hereunder shall cease; (b) the District shall pay the Consultant the fair value of work performed up to the date of termination; and (c) the Consultant shall immediately return to the District all work products produced pursuant to this Agreement as well as all files, records, information, materials, tools or other property of the District within the Consultant's possession.

7. The 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. Neither the Consultant nor their staff is an employee or agent of the District for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays, or any other benefits provided to District employees.

8. Unless otherwise agreed in writing, the Consultant retains the sole right to control or direct the manner in which the services described herein are to be performed and the Consultant will determine the method, details and means of performing the services. The District retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to ensure its conformity with this Agreement.

9. Neither Consultant nor any of their staff shall, under any circumstances, have any authority to act for or to bind the District or to sign on behalf of the District or to otherwise represent that the District is in any way responsible for their acts or omissions. Neither Consultant nor their staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the District.

10. 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, civil penalties or fines, claims, or actions (including costs and attorney fees), to the extent permissible by law, for any and all legal actions arising out of or in connection with the actual or proposed use of East Hampton Union Free School District property, or the performance of services under this Agreement by Amanda Jones, including but not limited to (i) the Consultant's breach of this Agreement; (ii) any negligent or willful act, omission, misstatement, misleading statement, neglect, or breach of duty by the Consultant or their staff; and (iii) any allegation that the Consultant or their staff caused injury and/or damage to any third person (individual, corporation, company, partnership, government or any other entity).

11. The Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. The Consultant will provide the District with documentation

of such insurance coverage. If for any reason the Consultant's insurance is changed or cancelled, the 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 the Consultant to the District upon execution of this Agreement.

12. The 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. The Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

13. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of the Consultant.

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

15. 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

\_\_\_\_\_  
Amanda Jones



*Consultant Services Contract*

This agreement is entered into this 1st day of August, 2021, by and between East Hampton SD (Hereinafter "DISTRICT") and iTutor.com Inc. (Hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 471 N. Broadway, Suite 277, Jericho, New York 11753.

A. Term

- i. The term of this Agreement shall be from July 1, 2021
- ii. through June 30, 2022

B. Services and Responsibilities

- i. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include but not be limited to the following:  
Homebound Instruction, Credit Recovery (in conjunction with the school's teacher of record), Test Prep, Academic Support, etc.  
(See Attachment: Appendix A for 2021-2022 Price Sheet)
- ii. CONSULTANT shall perform all services under this AGREEMENT in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as the established policy guidance from the New York State Education Department.
- iii. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or sponsorship.
- iv. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
- v. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

C. Compensation

- i. The DISTRICT shall pay CONSULTANT in accordance with the district's fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT.
- ii. All invoices shall include the services provided, the total hours, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within (30) days of the DISTRICT'S receipt of such invoice
- iii. In the event that a scheduled session is cancelled by the CONSULTANT, the DISTRICT shall not be billed for that session. If however a scheduled session is cancelled by the DISTRICT, the DISTRICT will be billed for that session unless the DISTRICT provides the CONSULTANT with 3 hours' notice of the cancellation.

D. Confidentiality of Educational Records

- i. CONSULTANT and Individuals providing instruction will keep all information gained and/or learned during instruction and/or in performance of the contract confidential and in compliance with the Family Educational Rights and Privacy Act (FERPA).

E. Termination of Agreement

- i. This agreement may be terminated by either party with Twenty (20) days written notice to the other party.

F. Indemnification

- i. CONSULTANT agrees to indemnify, defend & hold harmless the DISTRICT against all liabilities, damages & costs (including reasonable attorney fees) arising out of a third-party claim of negligence by the CONSULTANT and/or Individual Providing Instruction.

G. Execution

- i. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.





IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written.

Insert text here

iTutor.com Inc.

A handwritten signature in dark ink, appearing to read "Ysiad", written over a horizontal line.

Ysiad Ferreira, CEO

Date: August 1, 2021

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Date*

iTutor.com Inc. is an online tutoring company headquartered in Jericho, New York.

Federal Tax ID: 46-4450732 iTutor.com Inc.

471 N. Broadway, Suite 277, Jericho, NY 11753 1.855.My-iTutor

## 2021-2022 Pricing Sheet

Delivery Model	Service Name	Standard Hourly Price	Discounted Hourly Price	Hourly Price (if Curriculum not provided by school)
1:1 (1 Student)	Tutoring	\$65	\$60	
	Homework Help	\$65	\$60	
	Resource Room	\$85	\$80	
	Direct Instruction-Homebound	\$80	\$60	\$70
	Direct Instruction-Credit Recovery	\$80	\$60	\$70
	Direct Instruction-School Collaborator	\$80	\$60	\$70
	Direct Instruction-Virtual Field Trips	\$85	\$70	\$80
1:4 (2-4 Students)	Tutoring	\$125	\$115	
	Homework Help	\$125	\$115	
	Resource Room	\$150	\$140	
	Direct Instruction-Credit Recovery	\$130	\$110	\$125
	Direct Instruction-School Collaborator	\$130	\$110	\$125
	Direct Instruction-Virtual Field Trips	\$150	\$125	\$140
	Direct Instruction-AVID	\$150	\$125	\$140
AVID 1:10 (5-10 Students)	Direct Instruction-AVID	\$150	\$135	\$145
Drop In 1:Many (5-30 Students)	Homework Help	\$120	\$110	
Whole Class Virtual Instruction (WCVI) 1:Many (5-30 Students)*	Tutoring**	\$219	1 Period: \$199 2 Periods: \$349 3 Periods: \$499 4 Periods: \$599 5 Periods: \$699 (All prices above are per subject)	
	Direct Instruction-Credit Recovery**			
	Direct Instruction-School Collaborator**			
	Direct Instruction-Virtual Field trips**	\$300	\$275	\$285

\*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

\*\*Pricing shown does not include Educator Prep Fee

## 2021-2022 Pricing Sheet

### Add On Services

Delivery Model	Service Name	Hourly Price
Applies to all	Special Education	Additional \$25 per hour
	Advanced, Advanced Placement, College Level, IB	Additional \$25 per hour
	Accuplacer	Additional \$40 per hour
	Interpreters (In Session Interpreter)	Additional \$50 per hour
	Co Teaching	Additional \$70 per hour
WCVI 1:Many (5-30)	Educator Prep Fee (1 hour of prep for 4 hours of purchased instruction)	\$75 per hour

Note: Prices in above table are added to 1st page to determine cost per hour

Additional Services	Price
Additional Reporting (In Danger of Failure Report, Report Cards)	Additional \$40 per student per quarter
Assessments: Pre and Post Testing (When Applicable)	Additional \$40 per student
Hardware	Chromebooks: \$300 each
	Camera/Mic: \$300 each
Implementation ~ Subject to nonconforming programs ~ Training Facilitators/Administrators ~ Special Premium Subjects ~ Student Enrollment ~ Site Enrollment	10% Total Contract

\*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

\*\*Pricing shown does not include Educator Prep Fee

### Triemity: SAT/ACT Pricing

Asynchronous		
Delivery Models	Description	Hourly Pricing
Books	<ul style="list-style-type: none"> <li>Vocabulary and ACT/SAT Books</li> </ul>	\$39/bundle
Online Access	<ul style="list-style-type: none"> <li>24/7 Online Access to course materials</li> </ul>	\$179 per student / per year
Books + Online Access	<ul style="list-style-type: none"> <li>Combination of the above</li> </ul>	\$199 per student / per year

Synchronous		
Delivery Models	Description	Hourly Pricing
1:1	<ul style="list-style-type: none"> <li>Students provided 24/7 Online Access to course materials (Books sold separately)</li> <li>10 hour minimum required</li> </ul>	\$95 per hour
1:4	<ul style="list-style-type: none"> <li>Students provided 24/7 Online Access to course materials (Books sold separately)</li> <li>10 hour minimum required</li> </ul>	\$150 per hour
WCVI 1:Many (5-30)	<ul style="list-style-type: none"> <li>Students provided 24/7 Online Access to course materials + <b>Books</b></li> <li>20 hour minimum required</li> </ul>	\$319 per hour

Note: Offering for 1:1 and 1:4 does not include books

Train the Trainer		
Delivery Models	Description	Hourly Pricing
Educator Training Session (1)	<ul style="list-style-type: none"> <li>8 Hour Training Session</li> <li>Online access to the materials</li> <li>SAT/ACT books</li> </ul>	\$799 per educator (Plus free training for English and Math Department Heads)

(1) One time training for trainers bought in conjunction with Asynchronous and/or Synchronous Triemity Services

\*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

\*\*Pricing shown does not include Educator Prep Fee



<b>Professional Development Content (Asynchronous)</b>	
# of accounts	Pricing Tiers
<b>1-99</b>	\$299/ per year
<b>thereafter</b>	\$199/ per year

<b>A la carte</b> (per participant)	\$40/ per course
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<b>Professional Development Workshops - 1 hr</b>	
License Type	Price
<b>Full Faculty Workshop:</b> <b>Standard</b> (synch or async)	Up to 99 participants: \$750
<b>Full Faculty Workshop:</b> <b>Premium*</b> (synch or async)	Up to 99 participants: \$1,000
<b>Customized</b> <b>Full Faculty workshop</b> (synch or async)	Up to 99 participants: \$2,500

*Each additional 50 participants: additional charge of \$100*

\*Workshop part of a specialized series.

\*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

\*\*Pricing shown does not include Educator Prep Fee

### Virtual School *(Version 3.0)*

Number Of Teachers	Monthly Teacher License	Annual Subscription
Up To 100	\$30	\$25,000
101-500	\$30	\$35,000
501-1500	\$30	\$45,000
1501+	\$30	\$55,000

**Includes:**

- Platform Subscription
- District branding
- Unlimited training and support
- Implementation Resources
- Unlimited Student Licenses
- 1000 classes included (Non recorded)
  - \$10 per class after
- Suggested initial storage \$2,500

\*Must be purchased in Quarter or Semester Increments

Whole Classroom Pricing is per subject per day

\*\*Pricing shown does not include Educator Prep Fee

## East Hampton Union Free School District School Budget Deadlines and Actions 2022-2023

DEADLINE	ACTION
November 3	<b>Regular BOE Meeting (Wednesday):</b> Distribution and Adoption - 2022-2023 School Budget Calendar. Board of Education will give budgetary parameters to the Superintendent during public session.
November 16	Superintendent will discuss budgetary parameters with Administration at monthly Administrative Meeting.
Nov 29- Dec 3	Review of Buildings' Proposed Budgets. Business Office will schedule meetings.
January 4	<b>Regular BOE Meeting</b>
January 14	All final drafts of departmental budgets are due to Business Office for review and compilation. Departments will use the same budget forms as the previous year. Electronic budget forms will be available at the Business Office upon request.
January 18	<b>Regular BOE Meeting</b>
January 28	First Draft of 2022-2023 Budget delivered to BOE & Superintendent.
February 1	<b>Regular BOE Meeting</b>
February 15 6-8 PM	<b>Budget Working Session 1</b> - Superintendent's Office, Assistant Superintendent's Office, Staff Development & DW Curriculum; Special Education (PPS), ENL
March 1	<b>Regular BOE Meeting</b>
March 1	Deadline for submission to Comptroller's Office - Tax Levy Limit.
March 8	<b>Budget Working Session 2</b> - MS, ES, HS, Athletics, Superintendent's Office
March 15	<b>Regular BOE Meeting</b>
March 22	<b>Budget Working Session 3</b> - DW Technology & Instruction, Custodians/Grounds, Transportation, Payroll, Benefits, Transfer to Capital, and other Contractual items not included in departmental budgets
March 31	First Publication of Official Notice of Annual Meeting
April 12	<b>Regular BOE Meeting - Need to change from 4/5 to 4/12 with Board Approval</b>
April 12	Last day for 2022-2023 Budget Adoption by BOE
April 14	Second Publication of Official Notice of Annual Meeting
April 18	All Petitions are due - Nominating Petitions for Board of Education & Propositions
April 21	Property Tax Report - Submission to SED & Local Newspapers
April 22	Last day for submitting Property Tax Report Card to State Education Department.
April 27	<b>Regular BOE Meeting (Wednesday)</b>
April 28	Third Publication of Official Notice of Annual Meeting
May 3	Budget Available to the Public
May 3	<b>Board of Education Budget Hearing at 6:00 pm</b>



## East Hampton Union Free School District School Budget Deadlines and Actions 2022-2023

May 10	Voter Registration - 8:00 AM to 4:00 PM at District Office
May 11	Mailing - Budget Postcards to East Hampton Residents
May 12	Fourth Publication of Official Notice of Annual Meeting
May 17	Regular BOE Meeting & Annual Budget Vote and School Board Election from
	1:00 PM to 8:00PM

Administration will present the Proposed Budget 2022-2023 to the Board of Education. During the presentation, public commentary will not be allowed.

Date	PRESENTING
2/15/21	Adam Fine, Superintendent, Timothy Fromm, Assistant Superintendent; Cindy Allentuck, PPS; Tiffany Patterson, ENL
3/8/21	Charles Soriano, MS Principal; Karen Kuneth, ES Principal; Sara Smith, HS Principal; Joseph Vasile-Cozzo, Athletics
3/22/21	TBD, Director of Facilities; Keith Rugen, Asst. Superintendent for Business; Chuck Westergard, Network Systems Administrator for Learning Technology & Instruction