

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, March 15, 2016

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. Distinguished Student Achievements -
2015-2016 East Hampton High School Highest Academic Achievements:
Erin Nolan, Valedictorian and Francesca Keogh-Clark, Salutatorian
5. Presentations
 - Senior Internships – Deborah Mansir
6. Administrator of the Year Award – Adam Fine, HS Principal
(Awarded by The Council of Administrators and Supervisors)
7. 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.
8. Consent Agenda
9. Superintendent's Report and Recommendations
10. Old Business
 1. Consolidation
11. New Business
12. News of the Schools
13. Public Comments
14. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of March 1, 2016 and March 8, 2016 as written and place on file.
2. Recommended: That the Board approve the Contracts for Receipt of Federal Part B Flow-Through Allocations between East Hampton Union Free School District and (1) Child Development Center of the Hamptons (CDCH), and (2) County of Suffolk, acting through its duly constituted Suffolk County Department of Health Services for the 2015-2016 school year.

Superintendent's Report and Recommendations:

1. Recommended: That the Board accept the letters of resignation as follows:

Cara Nelson, JV Girls Assistant Lacrosse Coach effective March 2, 2016, and
Janine Lalia, Family and Consumer Science Teacher, effective April 1, 2016

2. Recommended: That the Board approve the following appointments for the 2015-2016 school year:

Interscholastic Coaches

Aubrey Petersen, MS Boys Tennis Coach, Level IV, 0 years - \$4,970.00

Cara Nelson, MS Girls Lacrosse Coach, Level IV, 0 years - \$4,970.00

Fausto Hinojosa, JV Assistant Girls Assistant Coach, Level IV, 0 years - \$4,970.00

Megan Cereola, JV Girls Lacrosse Coach, Level III, 3 years - \$6,523.00

Substitute Teacher

Sarah Hurley at the uncertified substitute daily rate of \$125.00

DASA Coordinator – Maria Mondini, Assistant High School Principal

3. Recommended: That the Board approve the Contract between East Hampton Union Free School District and Yolanda Santiago, EDS, in the amount of \$700.00 for professional consulting services on March 30, 2016.
4. Recommended: That the Board accept an anonymous donation in the amount of \$300.00 to be utilized by the East Hampton Surfider Club to help support the club's "Go Green" campaign.

Contract with Yolanda Santiago- Educational Consultant

This agreement is entered into by Yolanda Santiago and the Board of Education of the East Hampton Union Free School District (hereinafter) "District".

Term:

This agreement shall continue in full force and effect through the period ending 30 June 2016, inclusive, unless terminated as hereinafter specified in this agreement.

Conditions:

In performing services specified in this agreement, it is understood that:

1. Yolanda Santiago will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this agreement.
2. Yolanda Santiago will not be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employer's Retirement System, health or dental insurance, malpractice insurance, or the like.
3. Yolanda Santiago agrees to hold District safe and harmless from any liability incurred during the term of this contract arising from her contractual work.

Services:

During the term of this agreement Yolanda Santiago will provide the District with professional consulting services.

Compensation:

Yolanda Santiago will charge the District \$700.00 for her services on March 30, 2016.

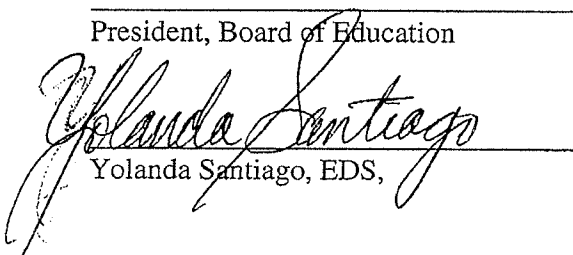
Yolanda Santiago or the District may terminate this agreement upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if sent by registered or certified mail, addressed as follows:

To District: Dr. Robert Tymann, Assistant Superintendent
 East Hampton Union Free School District
 4 Long Lane
 East Hampton, NY 11937

To Consultant: Yolanda Santiago, EDS
 4033 Bell Avenue
 Bronx, NY 10466

This agreement supersedes all prior agreements oral and written and may not be changed orally, but only by an agreement, in writing, signed by both parties.

President, Board of Education


Yolanda Santiago, EDS,

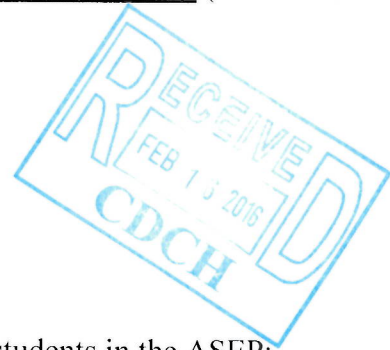
Date: _____
East Hampton Union Free School District, 4 Long Lane,
East Hampton, NY 11937

Date: 3/7/16
4033 Bell Avenue, Bronx, NY 10466

**CONTRACT FOR RECEIPT OF
FEDERAL PART B FLOW-THROUGH ALLOCATIONS**

This agreement is entered into this 1st day of September 2015 by and between the Board of Education of the East Hampton Union Free School District (hereinafter Local Education Agency [LEA]), and Child Development Center of the Hamptons (CDCH) (hereinafter Approved Special Education Program [ASEP]).

WITNESSETH:



WHEREAS, The LEA has authorized the placement of students in the ASEP;

WHEREAS, the ASEP is an authorized provider of special education services to students with disabilities for the 2015/2016 school year of this Agreement (hereinafter “Project Year”);

WHEREAS, the ASEP has submitted an Approved Special Education Program Request for the IDEA Sub-Allocation (SEDCAR) Form to the LEA by November 24, 2014;

WHEREAS, New York State has modified its method for allocation Federal IDEA Flow-Through Funds for Part B, Section 611, (for students with disabilities, ages 3-21) and Section 619 (for students with disabilities ages 3-5);

WHEREAS, New York’s Flow-Through Law now requires Local Educational Agencies to sub-allocate federal flow through funds received from New York State to Approved Special Education Providers in accordance with IDEA Sections 611 and 619;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. For each student with a disability aged 3-5 served by the ASEP as of October 1st of the Base Year for which the LEA will receive IDEA Flow-Through Funds under Part B, Section 619 (Section 619 students), the LEA hereby agrees to pay the ASEP a per pupil amount calculated for the project year in accordance with the procedures as provided by New York State Flow-Through Law.

2. For students with disabilities ages 3-21 served by the ASEP as of October 1st of the Base Year for which the LEA receives IDEA Flow-Through Funds under Part B, Section 611 (Section 611 students), the LEA hereby agrees to pay the ASEP a per pupil amount, calculated for the project year in accordance with the procedures as provided by the New York State Flow-Through Law.

3. The ASEP agrees that it will provide and submit any and all necessary expenditure and related reports or documents necessary for the LEA to sub-allocate the flow-through funds described herein. Such reports may include quarterly and end of the year expenditure reports. The prompt submission of such reports is an express condition on the LEA's obligation herein.

4. If the ASEP desires to receive sub-allocations of flow-through funds from the LEA for appropriate expenditures prior to the end of the Project Year, the ASEP shall notify the LEA, in writing, within 10 days of entering this Agreement, and shall submit a completed Statement of Expenditures on a quarterly basis. The prompt submission of such Statements is a condition precedent to the LEA's obligations hereunder.

5. The number of Section 619 students placed by the LEA and served by the ASEP on October 1st of the Base Year was 1 (Section 619 student base). This count is listed on the SEDCAR Form attached hereto as Exhibit 1 and incorporated by reference.

5. The number of Section 619 students placed by the LEA and served by the ASEP on October 1st of the Base Year was _____ (Section 619 student base – **related services only**). This count is listed on the SEDCAR Form attached hereto as Exhibit 1 and incorporated by reference.

6. The number of Section 611 students placed by the LEA and served by the ASEP on October 1st of the Base Year was 1 (Section 611 student base). This count is listed on the SEDCAR Form attached hereto as Exhibit 1 and incorporated by reference.

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7. The ASEP shall promptly notify the LEA in the event the ASEP expects not to continue to be an authorized provider of special education services to students with disabilities, or ceases to expend funds for IDEA allowable activities.

8. The LEA shall have the right to examine any and all accounts and records kept by the ASEP in connection with this Agreement in order to audit or verify the legitimacy of the request for allocation for flow-through funds. The ASEP shall, until seven (7) years after the end of this Agreement, retain all books and records required hereunder.

9. The parties hereto will maintain their independent and separate identities, each having exclusive control of its own management, assets and affairs. Neither party will, by virtue of this Agreement, assume any liability or obligation of the other party.

The ASEP shall indemnify, defend and hold harmless the LEA from and against any and all losses, damages, liabilities, expenses (including attorney's fees), costs, claims or causes of action arising from or out of any breach by the ASEP or its agents or representatives in the performance of its obligations under this agreement. The LEA shall indemnify, defend and hold harmless the ASEP from and against any and all losses, damages, liabilities, expenses (including attorney's fees), costs, claim or causes of action arising from or out of any breach by the LEA or its agents or representatives in the performance of its obligations under this agreement.

10. **SUCCESSORS AND ASSIGNS:** It is expressly understood that this Agreement shall not be assigned without prior written consent from the other party.

11. **ENTIRE AGREEMENT:** This Agreement, including Exhibits thereto, is the complete and exclusive statement without prior or contemporaneous proposals, or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

12. This Agreement may not be changed orally, but only by an agreement in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

Local Education Agency:
East Hampton Union Free School District

Approved Special Education Provider:
Child Development Center of the Hamptons

President, Board of Education



Authorized Representative

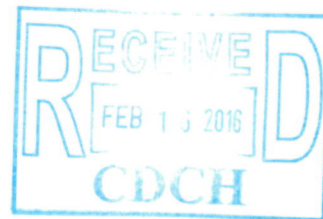
Date

2/23/16

Date

District Clerk, Board of Education

Date



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WITNESSETH:

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WHEREAS, the ASEP has submitted an Approved Special Education Program Request for the IDEA Sub-Allocation (SEDCAR) Form to the LEA by November 24, 2014;

WHEREAS, New York State has modified its method for allocation Federal IDEA Flow-Through Funds for Part B, Section 611, (for students with disabilities, ages 3-21) and Section 619 (for students with disabilities ages 3-5);

WHEREAS, New York's Flow-Through Law now requires Local Educational Agencies to sub-allocate federal flow through funds received from New York State to Approved Special Education Providers in accordance with IDEA Sections 611 and 619;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

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Local Education Agency:
East Hampton Union Free School District

Approved Special Education Provider:
Suffolk County Dept. of Health Services

President, Board of Education

John R. Lee

Authorized Representative

Date

2/24/16

Date

District Clerk, Board of Education

Date