

## 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, September 21, 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 –
  1. High School – Student Research Program – Sara Smith, Paul Rabito and students
  2. NYSPHSAA Award – Joseph Vasile-Cozzo
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

1. Student Enrollment
2. Reopening of Schools and COVID-19 Pandemic Updates

10. New Business

1. Affordable Housing Forum – October 26, 2021
2. 21-22 Sunday Sports Games
3. September 11<sup>th</sup> EH Library Budget Vote Results

11. Public Comments

12. Adjournment

**Consent Agenda:**

1. Recommended: That the Board accept the Minutes of September 7, 2021 as written and place on file.
2. Recommended: That the Board approve the recommendations of the CSE as reviewed by the CSE Committee and place on file.
3. Recommended: That the Board accept the following letter of resignation from Lillian Bryant Vasile-Cozzo, Varsity Dance Coach, effective September 2, 2021.
4. Recommended: That the Board accept the amended request for a leave of absence from Brittany Thompson, for child rearing purposes that became effective September 1, 2021 and is extended through November 23, 2021 exhausting all of Ms. Thompson's days of available paid sick leave, and an unpaid leave of absence thereafter.

**Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the following amended Resolution: RESOLVED, Madison Skala, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary Mathematics teaching position as a leave replacement, which became effective September 1, 2021 and is extended through November 23, 2021 at a per diem rate of \$284.40 based on BA/Step 1.
2. Recommended: That the Board approve the following Resolution: RESOLVED, Jena Arnister, is, upon the recommendation of the Superintendent of Schools, appointed to a Teaching Assistant position for a probationary period of four years to commence on September 22, 2021 and expire on September 21, 2025 at an annual salary of \$35,080.00 (Step 1, pro-rated, of the Teaching Assistant salary schedule attached to the teachers' association's collective bargaining agreement).
3. Recommended: That the Board approve the following Resolution: RESOLVED, Dennis Palacios be and hereby is granted a leave of absence from his current position as a Paraprofessional for a period to commence September 22, 2021 and expire June 30, 2022,

AND BE IT FURTHER RESOLVED, Dennis Palacios, is, upon the recommendation of the Superintendent of Schools, appointed to a Teaching Assistant for a leave replacement term to commence September 22, 2021 and expire June 30, 2022, and to be paid at an annual salary of \$35,080.00, Step 1, pro-rated.

4. Recommended: That the Board approve the following Resolution: RESOLVED, that noncompliance with the provisions of Rule 14 of the Suffolk County Civil Service Commission, and upon the recommendation of the Superintendent of Schools, the Board does hereby appoint Denise Johnson to a Paraprofessional position as a leave

replacement to commence September 22, 2021 and expire June 30, 2022 , and to be paid at an annual salary based on \$26,344.00 (Step 1/J, pro-rated of the salary schedule attached to the non-instructional collective bargaining agreement).

5. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk County Civil Service Commission, upon the recommendation of the Superintendent of Schools, does hereby appoint Jennifer Willingham to the position of Office Assistant for a probationary period of 26 weeks effective October 4, 2021, and is to be paid at an annual salary based on \$39,081.00 (Step 1/C, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
6. Recommended: That the Board approve the following Resolution; RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk County Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Lindsey McLear to the position of Paraprofessional for a probationary period of 26 weeks commencing on September 22, 2021, and is to be paid at an annual salary based on \$26,344.00 (Step 1/J, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
7. Recommended: That the Board approve the following Resolution; RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk County Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Stacey Grisch to the position of Paraprofessional for a probationary period of 26 weeks commencing on September 22, 2021, and is to be paid at an annual salary based on \$26,344.00 (Step 1/J, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
8. Recommended: That the Board approve the following Resolution: RESOLVED, Robin Lehovitis, is, upon the recommendation of the Superintendent of Schools appointed to a contractual Permanent Substitute teaching position, who holds a valid New York State certification in Elementary Education and Visual Arts, to commence September 22, 2021 and expire June 30, 2022, and is to be paid at the annual salary based on \$56,880.00, pro-rated.
9. Recommended: That the Board approve the following Resolution: RESOLVED, Jacqueline Bates, is, upon the recommendation of the Superintendent of Schools appointed to a contractual Permanent Substitute teaching position, who holds a valid New York State certification in Elementary Education and Special Education (Grades 1-6) to commence September 22, 2021 and expire June 30, 2022, and is to be paid at the annual salary based on \$56,880.00, pro-rated.
10. Recommended: That the Board approve the following Resolution: RESOLVED, Jaime Hansen be and hereby is granted a leave of absence from her current position as a Teaching Assistant for a period to commence September 22, 2021 and expire June 30, 2022,

AND BE IT FURTHER RESOLVED, Jaime Hansen, is, upon the recommendation of the Superintendent of Schools appointed to a contractual Permanent Substitute teaching position, who holds a valid New York State certification in Elementary Education and as a Teaching Assistant, to commence September 22, 2021 and expire June 30, 2022, and is to be paid at the annual salary based on \$56,880.00, pro-rated.

11. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Christine Reis tenure in the area of ENL effective October 9, 2021.
12. Recommended: That the Board approve the following Resolution: BE IT HEREBY RESOLVED, that the Board of Education accept the letter of resignation, for the purpose of retirement, from Anthony DeFino from his position as Director of Facilities effective close of business day December 31, 2021.

13. Recommended: That the Board approve the following appointments for the 2021-2022 school year:

HS Library After School Supervision – effective 9-13-21

(at the non-professional hourly rate of \$37.00, on a rotation basis, limited to one supervisor per day)

- Nidia Pretto-Cebulski
- Alison Flynn

Bonac Learning Center Program

- Michael Buquicchio, Facilitator – at the hourly professional rate of \$75.35

Interscholastic Coach (Winter Season)

- Jacqueline Smudzinski, Head Dance Coach, Level III, 0 years - \$6,369.00

JMMES Lunch Monitor

- Manuela Lazo

14. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education approve the unrevised District Safety Plan as is required under NYS Education Law.

NOW THEREFORE BE IT RESOLVED, that, upon the recommendation of the Superintendent of Schools, the Board of Education approves the District Safety Plan as presented.

15. Recommended: That the Board approve the disposal of the following damaged and obsolete equipment:  
1 Leg Press (tag#109578), 1 Back Extension (tag#108319), 1 Torso Rotation (tag#108318), 1 Incline Pull (tag#108276), 2 golf bags, 30 golf clubs, 5 sets of catcher's gear, 20 softball helmets, 30 lacrosse helmets, and 40 track jackets.

16. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and LI Site, Inc. for the purpose of providing professional Department of Motor Vehicle 19A Testing services as per the LI Site, Inc. Testing/Training/Class Price List for the 2021-2022 school year in accordance with the terms and conditions set forth in said Consultant Agreement.

17. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Maria Mondini for the purpose of providing mentor training services for the District's newly appointed administrators at the hourly rate of \$87.50, and not to exceed ten hours per new administrator, for the 2021-2022 school year in accordance with the terms and conditions set forth in said Consultant Agreement.

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### October Board Committee Schedule

October 14<sup>th</sup>

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

October 27<sup>th</sup>

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

## CONSULTANT AGREEMENT

AGREEMENT made this 15 day of September 2021 by and between LI Site, Inc. (the "Consultant"), whose principal place of business is 7 Diane Drive, Manorville, New York 11949, 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 Department of Motor Vehicle 19A Testing services for the 2021-2022 school year, 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 Department of Motor Vehicle 19A Testing services:
  - I. Road tests, written tests, annual driver DOT observations, and annual abstract reviews.
  - II. NYSED class instruction as follows:
    - a. Driver/M/A Refresher classes
    - b. Driver and School Bus Monitor physical performance testing
    - c. School Bus Driver re-training
    - d. Driver/M/A pre-service training

Any other testing conducted by LI Site, Inc. that is requested will be billed to the school district as per the attached Schedule A LI Site, Inc. Testing/Training/Class Prices.

The duration of this contract will not exceed beyond the 2021-2022 school year.

2. The District agrees to pay the Consultant as per the attached Schedule A LI Site, Inc. Testing/Training/Class Prices. The District will not pay for any travel or other expenses (e.g., supplies, photocopying) incurred by the Consultant. There shall be no other benefits or compensation.
3. The Consultant shall be available for further consultation by telephone; to make a presentation to the Board of Education and/or the community, etc.
4. The term of this Agreement shall be for the 2021-2022 school year unless terminated by the District as set forth below.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 insure its conformity with this Agreement.
11. 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.

12. LI Site, Inc. 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 LI Site, Inc., 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).
13. 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.
14. 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.
15. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of the Consultant.
16. The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provision.
17. This Agreement cannot be changed, modified or discharge orally, but only if consented to in writing by the parties.

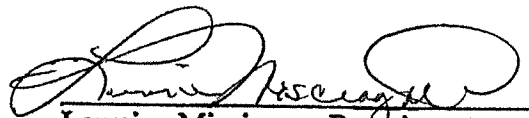
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

EAST HAMPTON U.F.S.D.

CONSULTANT

BY: \_\_\_\_\_

James P. Foster  
President, Board of Education



Lorraine Misciagno, Proprietor  
LI Site, Inc.

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**LI SITE INC**  
**TESTING/TRAINING/CLASS PRICES**

Course/Testing Name	# of Driver/Monitors	Price Per Student	Price Per Class/File		
Driver/Monitor Pre-Service Class 3 hours		\$ 105.00			
Driver Application		\$ 51.00			
Driver/Monitor Physical Performance Test		\$ 45.00			
Driver Annual Defensive Driving Test		\$ 105.00			
Driver Biennial Road Test		\$ 105.00			
Driver Biennial Written Test		\$ 105.00			
Driver Annual Abstract Interview		\$ 67.00			
Driver Retraining In Defensive Driving Skills 1 ½ Hours		\$ 155.00			
Driver/Monitor Refresher Class 2 hours	1-5 Driver/Monitors		\$ 190 per session		
	6-15 Driver/Monitor		\$ 250 per session		
	16-30 Driver/Monitors		\$ 300 per session		
	31-100 Driver/Monitors		\$ 350 per session		
Basic Driver Training Class		\$ 250.00			
Basic Monitor Class		\$ 155.00			
School Bus Driver Instructor Class		\$ 895.00			

## CONSULTANT AGREEMENT

AGREEMENT made this 2<sup>nd</sup> day of September 2021, by and between Maria Mondini (the "Consultant"), whose principal place of business is PO Box 2526, Amagansett, New York, 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 5-10 hours, up to a maximum of 10 hours, of Mentor Training per new administrator, 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: 5-10 hours, up to a maximum of 10 hours, of Mentor Training per two new administrators.
2. The District agrees to pay the Consultant \$87.50 per hour (50% of rate of \$175 shared with Peconic Teacher Center. There shall be no other benefits or compensation.
3. The term of this Agreement shall be for the 2021-2022 school year, 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 insure 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. The Consultant 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 the Consultant 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

  
\_\_\_\_\_  
Maria Mondini