

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**

**REGULAR MEETING  
OF THE BOARD OF EDUCATION  
Via Remote Conferencing  
at 6:30 p.m.**

**Tuesday, September 15, 2020**

**Please Note:** This meeting will be conducted via Zoom and will be available to watch through LTV's Youtube page.

**AGENDA**

1. Executive Session (5:30 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. News of the Schools
5. Public Comments (Agenda Items Only)  
*The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:*
  1. *Each speaker is permitted three minutes for their comments.*
  2. *The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.*
  3. *The Board is not permitted to address personnel or individual student matters in open session.*
6. Consent Agenda
7. Superintendent's Report and Recommendations
8. Old Business
  1. Athletic Committee Update
9. New Business
  1. Facilities Committee Update
10. Public Comments
11. Adjournment

### **Consent Agenda:**

1. Recommended: That the Board accept the Minutes of September 1, 2020 as written and place on file.
2. Recommended: That the Board approve a medical leave for Diane Tutino, Paraprofessional, effective September 8, 2020 through March 19, 2021 using 6 days of Ms. Tutino's accrued sick time, and a leave without pay for the remainder of said medical leave.
3. Recommended: That the Board approve the application of Brian Leary, Math teacher, for a leave of absence for a maximum period of twelve (12) weeks under the Families First Coronavirus Response Act ("FFCRA") and/or the Emergency Family and Medical Leave Expansion Act ("Expanded FMLA") from September 3, 2020 to December 7, 2020.
4. Recommended: That the Board approve the following amended appointment Resolution: BE IT FURTHER 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 Wendy Geehreg to the position of School Nurse for a probationary period of 26 weeks commencing August 19, 2020 and is to be paid at the annual salary of \$104,238.00 (Step 14/C of the salary schedule attached to the teachers' association collective bargaining agreement).

### **Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the following Resolution: RESOLVED, Michael Ponella, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary Special Education teaching position within the Special Education tenure area, who holds a valid New York State certification in the aforesaid area for a probationary term to commence September 8, 2020 and expire September 7, 2024 at an annual salary of \$85,874.00 (Step 8/D, pro-rated, of the salary schedule attached to the teachers' association collective bargaining agreement).
2. Recommended: That the Board approve the following Resolution: RESOLVED, Krista Sanniola, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary Special Education teaching position as a leave replacement commencing on September 8, 2020 through the 2020-2021 school year at an annual salary based on \$56,039.00 (BA/Step 1, pro-rated).
3. 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 Winston Lyons to the position of Custodial Worker I for a probationary period of 26 weeks commencing September 16, 2020, and is to be paid at an annual salary based on \$45,627.00 (Step 1/A, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).
4. 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 Patricia Melvin Nelson to the position of

Custodial Worker I for a probationary period of 26 weeks commencing September 16, 2020, and is to be paid at an annual salary based on \$45,627.00 (Step 1/A, pro-rated, of the salary schedule attached to the non-instructional collective bargaining agreement).

5. Recommended: That the Board approve the following appointments for the 2020-2021 school year:

Chief Information Officer

Timothy Fromm – at an annual stipend of \$20,000.00

Educational Agency Data Protection Officer

Timothy Fromm, Assistant to the Superintendent – effective 9-14-2020

Instructional Substitute

Joseph Mollica – at certified instructional rate of pay

6. Recommended: That the Board approve the following appointments to teach an additional section of instruction effective September 9, 2020 for the 2020-2021 school year:

Kristine Swickard, Spanish Teacher – \$16,468.92 (amendment)

Michelle Taveras, Spanish Teacher - \$5,400.32

7. Recommended: That the Board approve the Curriculum Writing Project and Appointment at the hourly professional rate of pay of \$75.35 as follows:

- a. Zoology – Donald Fox

8. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board approve the Shared Sports Agreements between East Hampton Union Free School District and each of the following school districts for the 2020-2021 school year, and in accordance with the terms and conditions set forth in said Shared Sports Agreements:

1. Springs Union Free School District;
2. Sag Harbor Union Free School District;
3. Montauk Union Free School District;
4. Bridgehampton Union Free School District, and
5. Ross School

9. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and The Art of Education University in the amount of \$4,543.00 for the purpose of providing a one-year subscription to K-12 Art Curriculum for seven teachers for the 2020-2021 school year in accordance with the terms and conditions set forth in said agreement.

10. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Susan Resnick Consulting for the purpose of providing professional development services in the amount of \$3,500.00 for the 2020-2021 school year in accordance with the terms and conditions set forth in said agreement.

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
**Joseph Vasile-Cozzo, Director**  
**Office of Athletics, Physical Education & Health**  
**2 Long Lane, East Hampton, NY 11937**  
**Ph. (631) 329-4143 / Fax (631) 329-4146**  
**Email: [vasilecozzo@ehschools.org](mailto:vasilecozzo@ehschools.org)**



**“HOME OF THE BONACKERS”**

**SPRINGS UNION FREE SCHOOL DISTRICT  
AND EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SHARED SPORTS AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Springs Union Free School District (“Springs” and collectively as the “Districts”) and the East Hampton Union Free School District (“East Hampton” and collectively as the “Districts”).

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams (“shared sports”).

NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2020-2021 school year.
2. The Hosting District shall ensure that each shared sport is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department’s Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
3. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
4. The Superintendent of each District, or his/her designee, shall determine which sports shall be shared between the Districts; which District shall serve as the “Hosting District” for each shared sport, and which District shall serve as the “Sending District” for each shared sport.
5. The Sending District shall reimburse the Hosting District on a per-student basis for each shared sport in accordance with the following formula:
  - a. Determine the per-student cost for the shared sport by computing the total cost of the shared sport provided by the Hosting District divided by the total number of students on the shared sports team.
  - b. Determine total reimbursement due to the Hosting District by computing the cost-per-student for the shared sport multiplied by the number of students participating in the shared sport from the Sending District.

6. Springs Union Free School District agrees to defend, indemnify and hold harmless East Hampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Springs Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
7. East Hampton Union Free School District agrees to defend, indemnify and hold harmless Springs Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of East Hampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
8. Each District will name the other District as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

SPRINGS UFSD

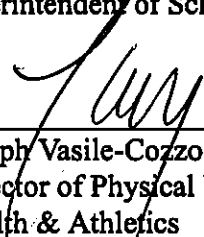
By: 

\_\_\_\_\_

\_\_\_\_\_

EAST HAMPTON UFSD

By: \_\_\_\_\_  
Richard J. Burns  
Superintendent of Schools

By:   
Joseph Vasile-Cozzo  
Director of Physical Education,  
Health & Athletics

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
**Joseph Vasile-Cozzo, Director**  
**Office of Athletics, Physical Education & Health**  
**2 Long Lane, East Hampton, NY 11937**  
**Ph. (631) 329-4143 / Fax (631) 329-4146**  
**Email: [vasilecozzo@ehschools.org](mailto:vasilecozzo@ehschools.org)**



**“HOME OF THE BONACKERS”**

**ROSS SCHOOL  
AND EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SHARED SPORTS AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Ross School (“Ross” and collectively as the “Districts”) and the East Hampton Union Free School District (“East Hampton” and collectively as the “Districts”).

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams (“shared sports”).

NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2020-2021 school year.
2. The Hosting District shall ensure that each shared sport is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department’s Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
3. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
4. The Superintendent of each District, or his/her designee, shall determine which sports shall be shared between the Districts; which District shall serve as the “Hosting District” for each shared sport, and which District shall serve as the “Sending District” for each shared sport.
5. The Sending District shall reimburse the Hosting District on a per-student basis for each shared sport in accordance with the following formula:
  - a. Determine the per-student cost for the shared sport by computing the total cost of the shared sport provided by the Hosting District divided by the total number of students on the shared sports team.
  - b. Determine total reimbursement due to the Hosting District by computing the cost-per-student for the shared sport multiplied by the number of students participating in the shared sport from the Sending District.

6. Ross School agrees to defend, indemnify and hold harmless East Hampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Ross School, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
7. East Hampton Union Free School District agrees to defend, indemnify and hold harmless the Ross School, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of East Hampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
8. Each District will name the other District as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

ROSS SCHOOL

By: William O'Hearn

William O'Hearn

Head of School

EAST HAMPTON UFSD

By: \_\_\_\_\_

Richard J. Burns  
Superintendent of Schools

By: \_\_\_\_\_

Joseph Vasilio Cozzo  
Director of Physical Education,  
Health & Athletics

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
Joseph Vasile-Cozzo, Director  
Office of Athletics, Physical Education & Health  
2 Long Lane, East Hampton, NY 11937  
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Email: [vasilecozzo@ehschools.org](mailto:vasilecozzo@ehschools.org)



**“HOME OF THE BONACKERS”**

**MONTAUK UNION FREE SCHOOL DISTRICT  
AND EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SHARED SPORTS AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Montauk Union Free School District (“Montauk” and collectively as the “Districts”) and the East Hampton Union Free School District (“East Hampton” and collectively as the “Districts”).

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams (“shared sports”).

NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2020-2021 school year.
2. The Hosting District shall ensure that each shared sport is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department’s Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
3. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
4. The Superintendent of each District, or his/her designee, shall determine which sports shall be shared between the Districts; which District shall serve as the “Hosting District” for each shared sport, and which District shall serve as the “Sending District” for each shared sport.
5. The Sending District shall reimburse the Hosting District on a per-student basis for each shared sport in accordance with the following formula:
  - a. Determine the per-student cost for the shared sport by computing the total cost of the shared sport provided by the Hosting District divided by the total number of students on the shared sports team.
  - b. Determine total reimbursement due to the Hosting District by computing the cost-per-student for the shared sport multiplied by the number of students participating in the shared sport from the Sending District.



6. Montauk Union Free School District agrees to defend, indemnify and hold harmless East Hampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Montauk Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
7. East Hampton Union Free School District agrees to defend, indemnify and hold harmless Montauk Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of East Hampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
8. Each District will name the other District as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

MONTAUK UFSD

By: *J. Philip Perna*  
Montauk U.F.S.D.  
  
\_\_\_\_\_

EAST HAMPTON UFSD

By: \_\_\_\_\_  
Richard J. Burns  
Superintendent of Schools  
  
By: *[Signature]*  
Joseph Vatile-Cozzo  
Director of Physical Education,  
Health & Athletics

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
Joseph Vasile-Cozzo, Director  
Office of Athletics, Physical Education & Health  
2 Long Lane, East Hampton, NY 11937  
Ph. (631) 329-4143 / Fax (631) 329-4146  
Email: [vasilecozzo@ehschools.org](mailto:vasilecozzo@ehschools.org)



**"HOME OF THE BONACKERS"**

**SAG HARBOR UNION FREE SCHOOL DISTRICT  
AND EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SHARED SPORTS AGREEMENT**

AGREEMENT made this 1 day of \_\_\_\_\_, 2020, between the Sag Harbor Union Free School District ("Sag Harbor" and collectively as the "Districts") and the East Hampton Union Free School District ("East Hampton" and collectively as the "Districts").

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams ("shared sports").

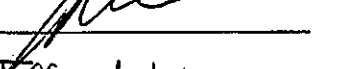
NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2020-2021 school year.
2. The Hosting District shall ensure that each shared sport is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department's Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
3. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
4. The Superintendent of each District, or his/her designee, shall determine which sports shall be shared between the Districts; which District shall serve as the "Hosting District" for each shared sport, and which District shall serve as the "Sending District" for each shared sport.
5. The Sending District shall reimburse the Hosting District on a per-student basis for each shared sport in accordance with the following formula:
  - a. Determine the per-student cost for the shared sport by computing the total cost of the shared sport provided by the Hosting District divided by the total number of students on the shared sports team.
  - b. Determine total reimbursement due to the Hosting District by computing the cost-per-student for the shared sport multiplied by the number of students participating in the shared sport from the Sending District.


6. Sag Harbor Union Free School District agrees to defend, indemnify and hold harmless East Hampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Sag Harbor Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
7. East Hampton Union Free School District agrees to defend, indemnify and hold harmless Sag Harbor Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of East Hampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
8. Each District will name the other District as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.

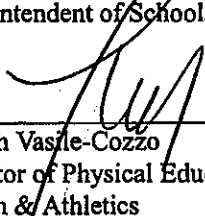
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

SAG HARBOR UFSD

By:   
\_\_\_\_\_  
Jeff Nichols  
Superintendent of Schools

EAST HAMPTON UFSD

By:   
\_\_\_\_\_  
Richard J. Burns  
Superintendent of Schools

By:   
\_\_\_\_\_  
Joseph Vasile-Cozzo  
Director of Physical Education,  
Health & Athletics

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
Joseph Vasile-Cozzo, Director  
Office of Athletics, Physical Education & Health  
2 Long Lane, East Hampton, NY 11937  
Ph. (631) 329-4143 / Fax (631) 329-4146  
Email: [vasilecozzo@ehschools.org](mailto:vasilecozzo@ehschools.org)



**BRIDGEHAMPTON UNION FREE SCHOOL DISTRICT  
AND EAST HAMPTON UNION FREE SCHOOL DISTRICT  
SHARED SPORTS AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, between the Bridgehampton Union Free School District (“Bridgehampton” and collectively as the “Districts”) and the East Hampton Union Free School District (“East Hampton” and collectively as the “Districts”).

WHEREAS, the Districts wish to enhance the inter-scholastic athletic opportunities for their students by permitting students from each District to compete together on certain inter-scholastic athletic teams (“shared sports”).

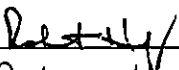
NOW, THEREFORE the Districts hereby agree as follows:

1. The term of this Agreement shall be for the 2020-2021 school year.
2. The Hosting District shall ensure that each shared sport is provided in accordance with all applicable rules and regulations, including but not limited to NYS Education Law, the State Education Department’s Rules and Regulations and the Rules of Section XI, and New York State Public High School Athletic Association (NYSPHSAA).
3. The Superintendent of each District, or his/her designee, is hereby authorized to collaborate in order to provide inter-scholastic athletic opportunities to students of each District.
4. The Superintendent of each District, or his/her designee, shall determine which sports shall be shared between the Districts; which District shall serve as the “Hosting District” for each shared sport, and which District shall serve as the “Sending District” for each shared sport.
5. The Sending District shall reimburse the Hosting District on a per-student basis for each shared sport in accordance with the following formula:
  - a. Determine the per-student cost for the shared sport by computing the total cost of the shared sport provided by the Hosting District divided by the total number of students on the shared sports team.
  - b. Determine total reimbursement due to the Hosting District by computing the cost per-student for the shared sport multiplied by the number of students participating in the shared sport from the Sending District.

6. Bridgehampton Union Free School District agrees to defend, indemnify and hold harmless East Hampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of Bridgehampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
7. East Hampton Union Free School District agrees to defend, indemnify and hold harmless Bridgehampton Union Free School District, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of East Hampton Union Free School District, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.
  
8. Each District will name the other District as an "additional insured" on its liability coverage policy as to claims/actions arising from services and obligations performed in accordance with this Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

BRIDGEHAMPTON UFSD

By:   
Robert Hauser  
Superintendent

EAST HAMPTON UFSD

By: \_\_\_\_\_  
 Richard J. Burns  
 Superintendent of Schools

By:   
 Joseph Vasile-Cozzo  
 Director of Physical Education,  
 Health & Athletics

EAST HAMPTON UNION FREE SCHOOL DISTRICT  
CONSULTANT AGREEMENT

AGREEMENT made this 25th day of August, 2020, by and The Art of Education University, 518 Main Street, Suite A, Osage, IA 50461 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 Art of Education University to provide the District with a one-year subscription for the K-12 Art Curriculum (FLEX Curriculum) and Professional Development (PRO Learning).

WHEREAS Consultant is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, the Consultant and the District hereby agree as follows:

1. At the District's request, the Consultant will provide the following services:

One-year subscription for the K-12 Art Curriculum (FLEX Curriculum) and Professional Development (PRO Learning) package as per the attached comparison.

2. The District agrees to pay The Art of Education University \$4,543.00 (7 teachers @ \$649.00). There shall be no other benefits or compensation.

3. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc. Consultant shall be solely responsible for the payment of federal and state income taxes applicable to any payments received under this agreement.


4. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the Consultant at the address noted above. Upon termination, all obligations under this Agreement shall cease, and the Consultant shall be entitled to reimbursement only for the

EAST HAMPTON U.F.S.D.

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

Mr. James P. Foster,  
President  
Board of Education

CONSULTANT



\_\_\_\_\_  
EJ Caffaro, Chief Growth Officer  
The Art of Education University



**WHAT IS IT?**

A professional learning platform designed specifically for K-12 art teachers. PRO helps art teachers grow through in-depth video tutorials and premium resources. PRO also awards PD certificates to document learning and time invested.

A visual arts curriculum platform and modern digital textbook replacement filled with high-quality, standards-aligned curriculum materials. FLEX lets any art teacher curate their own custom classes and units to reflect their unique students

**WHO IS IT FOR?**

Art teachers use PRO Learning to learn new skills and become better educators for their K-12 students. The materials inside of PRO are teacher facing.

K-12 students learn about visual arts through the curriculum materials their art teachers curate for them through FLEX Curriculum. The materials inside of FLEX are student facing.

**WHAT'S INSIDE?**

Inside each Learning Pack, art teachers find in-depth video tutorials, useful classroom resources, and supplemental links, all crafted and curated by expert art educators.

Inside of each thematic Collection, art teachers find premium curriculum materials, including standards-aligned lesson plans, student-facing resources, videos, and assessments.

**WHAT DO I TAKE AWAY?**

After completing a Learning Pack and learning new skills and teaching strategies, art teachers have an opportunity to earn an official certificate. Each certificate documents earned learning and PD hours.

After finding curriculum materials they like, art teachers can save and organize them into custom classes and units. The materials can be downloaded, printed, and shared with students as desired.



When paired together as a comprehensive K-12 visual arts curriculum solution, PRO becomes a handy "teacher's edition" to FLEX. PRO Learning Packs dive deep into rich video tutorials, giving art teachers the essential skills they need to be successful with specific lessons and resources inside FLEX Curriculum.



EAST HAMPTON UNION FREE SCHOOL DISTRICT  
CONSULTANT AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Susan Resnick Consulting ("Consultant"), whose principal place of business is 8260 E. Geddes Ave., Centennial, CO 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 Susan Resnick Consulting to provide the District with professional development services in the areas of curriculum development, implementation, assessment and revision.

WHEREAS Consultant is duly certified and/or qualified under the laws of the State of New York and regulations of the Commissioner of Education to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, and for other good and valuable considerations, the Consultant and the District hereby agree as follows:

1. At the District's request, the Consultant will provide the following services:

MIF 2020 Asynchronous Professional Development for the 2020-2021 school year, which will include Fundamentals of Singapore Math, Chapter and Lesson Structure and Grade Level Walkthroughs, with complimentary three 30 minute Q & A webinars

2. The District agrees to pay Susan Resnick Consulting a \$3,500 fee. There shall be no other benefits or compensation.

3. The Consultant will not be eligible for any benefits relative to this contract for social security, New York State worker's compensation, unemployment insurance, New York State Employee's Retirement System, etc. Consultant shall be solely responsible for the payment of federal and state income taxes applicable to any payments received under this agreement.

4. This Agreement shall be subject to termination with or without cause by the District upon seven (7) days' notice in writing to the Consultant at the address noted above. Upon termination, all obligations under this Agreement shall cease, and the Consultant shall be entitled to reimbursement only for the lesser of: expenses actually incurred for travel and lodging that the consultant is unable to cancel; or cancellation fee(s) in connection therewith.

5. Consultant and the District will have the status of independent contractor one to the other, and, unless otherwise expressly agreed in writing, neither will constitute the agent of the other for any purpose.

6. Susan Resnick Consulting, does hereby covenant and agree defend, indemnify and hold harmless the East Hampton Union Free School District, its Board of Education members, officers, agents and employees against any and all liability, loss, damages, claims or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of East Hampton Union Free School District property, facilities and/or services, and/or in any manner from the performance of services under this Agreement by Susan Resnick Consulting.

7. Consultant will maintain general and professional liability insurance of \$1,000,000/\$3,000,000. Consultant will provide the District with documentation of such insurance coverage. If for any reason Consultant's insurance is changed or cancelled, Consultant shall provide the District with written notice, at least ten (10) days prior to change or cancellation. An applicable Insurance Endorsement, naming the District as an additional insured, shall be submitted by Consultant to the District upon execution of this Agreement.

8. Consultant shall comply with all applicable Federal, State and local statutes, rules and regulations including the New York State Safe Schools Against Violence in Education ("SAVE") legislation, including fingerprinting and clearance requirements. Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

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

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

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

EAST HAMPTON U.F.S.D.

BY:

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Mr. James P. Foster,  
President  
Board of Education

CONSULTANT

*Susan F. Resnick* 7/31/20

\_\_\_\_\_  
Susan Resnick  
Susan Resnick Consulting