

# **EAST HAMPTON UNION FREE SCHOOL DISTRICT**

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

**Tuesday, May 15, 2018**

### **AGENDA**

1. Call Meeting to Order
2. Pledge
3. Presentation
  - 2017-2018 HS Fine Arts Awards – Heather Evans, Sheila Batiste and Amanda Cappabianca
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
10. Public Comments
11. Adjournment

### **Consent Agenda:**

1. Recommended: That the Board accept the Minutes of April 30, 2018 and May 1, 2018 as written and place on file.
2. Recommended: That the Board accept the February 2018 Treasurer's Report as written and place on file.
3. Recommended: That the Board approve the recommendations of the CSE as reviewed by the CSE Committee and place on file.

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

1. 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, the Board does hereby appoint Jerel Cokley to the administrative position of Assistant Superintendent for Business, who holds a valid New York State certification in the aforesaid area for a probationary period of four years, effective July 1, 2018 and expire on June 30, 2022, and to be paid at an initial annual salary of \$185,000.00.
2. Recommended: That the Board approve the following Resolution: RESOLVED, Alyssa Passarella, is, upon the recommendation of the Superintendent of Schools, appointed to a teaching position within the Family and Consumer Sciences tenure area, who holds a valid New York State certification in the aforesaid tenure area for a probationary term to commence August 30, 2018 and expire as of August 29, 2022 at an annual salary of \$57,124.00 (Step 1/B of the salary schedule attached to the teachers' association's collective bargaining agreement).
3. Recommended: That the Board accept the letter of resignation from Simone Martell, Foreign Language (French) teacher, effective June 30, 2018.
4. Recommended: That the Board approve the following appointment for the 2017-2018 school year:

Substitute Teacher – effective May 16, 2018

Samantha Cimillo @ uncertified substitute daily rate of \$125.00

Substitute Custodian – effective May 16, 2018

Mercedes Herrera at the substitute hourly rate of \$17.94 per hour

5. Recommended: That the Board approve the following appointments for the 2018 K-12 Summer School program:

#### ENL Program

3 ES ENL teachers – Kylie Tekulsky, Alexandra McCourt, Maribel Lawry

1 HS ENL teacher – Nina Santacroce

1 HS Bilingual TA – Nidia Cebulski

#### High School Program – Instructional Program

2 English teachers – Joshua Odom, Arthurine Dunn  
2 Social Studies teachers – Arthur Goldman, William Barbour  
1 Earth Science teacher – Renee McGuire  
1 Living Environment teacher – Renee McGuire  
2 Math teachers – Michelle Barbaretti, Matthew Shimkus  
.5 Librarian – Michael Buquicchio  
3 Substitute teachers – Alison Flynn, Meredith Hasemann, Rita Greene

#### High School Program – Non-Instructional Staff

2 Paraprofessionals (Hall Monitors/Security)- Deborah Mansir, Mindy Molter  
1 Nurse – Lorraine Talmage

#### Regents Exam Proctors

2 Math teachers – Michelle Barbaretti, Christopher Beardsley  
2 Science teachers – Renee McGuire, Christopher Toole  
1 ENL teacher – Eva Iacono  
2 Special Education teachers – Nicole Calloway, Anthony Roza  
2 English teachers – Rita Greene, Meredith Hasemann

#### Elementary School Program – Instructional Staff

6 ES teachers – Deborah Anderson, Mary Fasanella, Marcela Cardona, James Tulp, Toni Ann Schmidt, Michael Magee  
3 Substitute teachers – Christine Fromm, Alison Flynn, Diane Curtin

#### Elementary School Program – Non-Instructional Staff

3 Classroom Paraprofessionals – Debbie Dayton, Jennifer Stephens, Desiree Albright

#### HS Special Education Program

1 Special Education teacher (Resource Room) – Michael Vitulli  
1 Special Education teacher (Classroom) – Ingrid Tejada

#### ES/MS Special Education Program

2 Special Education Teachers – Anthony Roza (MS), Amanda McKelvey (ES)  
2 TAs – Karen DeFronzo, Alisa Sanabria

#### School Related Services

1 Occupational Therapist – TBD  
1 Speech Pathologist – Lynette Marichal

6. Recommended: That the Board approve the Contract for Cooperative Educational Services between East Hampton Union Free School District and Eastern Suffolk BOCES in the estimated amount of 2,880,081.55 for the 2018-2019 school year.
7. Recommended: That the Board approve the Master Services Agreement between East Hampton Union Free School District and Paragon Compliance, LLC in the amount of \$32,727.00 (pro-rated) for the purpose of providing Affordable Care Act Services for the remainder of the 2017-2018 school year. This Agreement shall automatically renew, as per the Agreement, each January 1<sup>st</sup> for successive one year terms unless the party seeking to terminate this Agreement provides notice to the other party of its intention not to renew this

Agreement, which notice must be received by the other party at least sixty (60) days prior to the end of the then current term.

8. Recommended: That the Board approve the Health and Welfare Services Agreement between East Hampton Union Free School District and Bridgehampton Union Free School District in the amount of \$29,767.06 for the 2017-2018 school year.
9. Recommended: That the Board accept, with gratitude, a donation from NYSIR (New York Schools Insurance Reciprocal) in the amount of \$500.00 to be utilized by the John M. Marshall Elementary School's KEYS (Keeping Every Youth Safe) Program.

# East Hampton Union Free School District

## TREASURER'S REPORT

REPORT PERIOD: February 28, 2018 redacted

### GENERAL FUND - FY 2017-2018 Standard Agency

MONEY MARKET  
B.N.B.

WC Reserve  
NYCLASS

General Fund  
NYCLASS

General Fund  
B.N.B.

Trust & Agency  
B.N.B.

General Fund UI  
NYCLASS

Federal Funds  
Reserve

OPER. Capital

#### BEGINNING ACCOUNT BALANCES:

	430,899.30	387,545.20	26,787,016.36	8,291.76	176.79	53,402.14	35,937.47	2,262,851.88	54,428.00
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#### DEPOSITS/RECEIPTS:

Town Taxes	(Sched #1)			2,790,109.01					
State & Federal Revenue	(Sched #2)	131,724.86							
Interest Revenue	(Sched #3)	45.47	380.51	25,716.62	10.81				
Other Receipts	(Sched #4)	1,489,870.05			517,296.94			2,221.58	108,581.58
TOTAL RECEIPTS		1,621,640.38	380.51	2,815,825.63	517,307.75	52.44	0.26	2,221.58	108,581.58

#### TRANSFERS IN:

From Money Market				397,750.00					
From General Fund Gross PR									
From Scholarship Fund									
Transferred from Capital									
Trans. Other funds									
TOTAL TRANSFERS IN									

#### OPENING BALANCE PLUS DEPOSITS & TRANSFERS

	2,062,539.68	387,925.71	29,602,841.99	4,789,715.99	3,107,669.28	53,454.58	35,937.73	2,264,873.46	163,008.58
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#### TOTAL DISBURSEMENTS (SCHED # 5)

							35,000.70		84,140.53
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#### TRANSFERS OUT:

To NYCLASS Reserves									
To General Fund MM									
To Capital Fund									
To Trust & Agency, Lunch									
Library tax funds wire									
To Special Aid fund									
Private Trust fund									
To Debt Service									
TOTAL TRANSFERS OUT									

#### TOTAL DISBURSEMENTS & TRANSFERS OUT

	397,750.00		3,856,795.00	4,789,715.99	3,107,669.28		35,000.70		84,140.53
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#### JOURNAL ENTRIES:

##### ENDING BALANCES:

	1,654,789.68	387,925.71	25,746,046.99	2,279.38	176.79	53,454.58	937.03	2,264,873.46	78,869.05
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##### RECONCILIATION TO BANK:

BANK BALANCE	1,654,789.68	387,925.71	25,746,046.99	183,263.56	17,215.52	53,454.58	937.03	2,264,873.46	78,064.04
LESS:				192,850.04	17,038.73				
OUTSTANDING CHECKS									
MISCELLANEOUS ITEMS									
SUBTOTAL	1,654,789.68	387,925.71	25,746,046.99	(9,586.48)	176.79	53,454.58	937.03	2,264,873.46	78,064.04

##### PULLS:

DEPOSITS IN TRANSIT				11,850.86					805.00
MISCELLANEOUS ITEMS				15.00					0.01
BOOK BALANCE	1,654,789.68	387,925.71	25,746,046.99	2,279.38	176.79	53,454.58	937.03	2,264,873.46	78,869.05

#### TRIAL BALANCE ACCOUNTS

PROOF	1,654,789.68	387,925.71	25,746,046.99	2,279.38	176.79	53,454.58	937.03	2,264,873.46	78,869.05
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I certify that the above balances are in agreement with the bank statements, as reconciled.

*Deputy*

# East Hampton Union Free School District

## TREASURER'S REPORT

REPORT PERIOD: February 28, 2018 redacted

### BEGINNING ACCOUNT BALANCES:

Edwards Delta Self-Expendable Trust Fund	47,094.82
Funded Capital One	28,485.24

BNB Combined	33,028.61
OPER. CAP. FUND B.N.B.	3,440.59
Cap. MM B.N.B.	148,004.08
Flexible Spending Capital One	17,226.80

PAYROLL B.N.B.	-
NYCLASS General	1,203,052.03
NYCLASS Capital	2,953,355.52
NYCLASS Debt	4,659,654.83

### DEPOSITS/RECEIPTS:

State & Federal Revenue	(Sched #5)
Interest Revenue	(Sched #6)
Other Receipts	(Sched #7)
Interest on CD	

TOTAL RECEIPTS

1,634.29

37,717.50

1.27

50.00

0.66

4.79

51.27

0.66

4.79

1,181.24

### TRANSFERS IN:

From Money Market/NYCL	
From Capital Money Market	
From CD	
From T&A General	
From General	
From Capital	

TOTAL TRANSFERS IN

48,889.11

66,203.70

33,079.88

50,000.00

53,441.25

148,008.87

50,000.00

17,326.80

1,807,585.40

1,204,233.27

TOTAL DISBURSEMENTS (SCHED #8)

1,660.00

21,547.02

50,920.00

50,920.00

6,600.00

6,600.00

1,807,585.40

1,204,233.27

2,956,355.52

4,659,224.98

### TRANSFERS OUT:

To Certificate of Deposit	
To Capital Operating	
To Capital Money Market	
To Payroll	
To Operating T&A	
To Op. School Lunch	
To General NYCLASS	
To General operating	

TOTAL TRANSFERS OUT

1,660.00

21,547.02

50,920.00

50,920.00

11,850.86

6,600.00

1,807,585.40

1,204,233.27

2,956,355.52

4,659,224.98

### JOURNAL ENTRIES:

#### ENDING BALANCES:

#### RECONCILIATION TO BANK:

BANK BALANCE	47,028.11
OUTSTANDING CHECKS	44,825.20
MISCELLANEOUS ITEMS	188.52
DEPOSITS IN TRANSIT	44,535.68
MISCELLANEOUS ITEMS	20.00
BOOK BALANCE	47,028.11

SUBTOTAL

47,028.11

44,535.68

33,079.88

2,921.25

86,188.01

10,726.80

4,964.54

1,204,233.27

2,956,355.52

4,659,224.98

TRIAL BALANCE ACCOUNTS

47,028.11

44,535.68

33,079.88

2,921.25

86,188.01

10,726.80

4,964.54

1,204,233.27

2,956,355.52

4,659,224.98

I certify that the above balances are in agreement with the bank statements, as reconciled.

*Handwritten signature*



# East Hampton Union Free School District

## TREASURER'S REPORT SUPPLEMENTAL SCHEDULE

REPORT PERIOD: February 28, 2018 redacted

### FUND "A"

SCHEDULE #1	
TOWN TAX RECEIPTS	
Real Property Taxes & Tax Items	
Non-Property Taxes	
Town of East Hampton wire	440,000.00
Town of East Hampton #wire	2,200,000.00
Town of East Hampton wire	150,109.01
Town of East Hampton-PILOT	-
Town of East Hampton interest	-
Town of East Hampton wire	-
NYCLASS	2,790,109.01
General	-
Money Market	-
<b>TOTAL SCHEDULE #1</b>	<b>\$ 2,790,109.01</b>

SCHEDULE #2	
STATE & FEDERAL REVENUES	
State Aid	
Federal Aid	
Erate	
STATE AID OSC direct deposit	39,673.00
STATE AID OSC direct deposit	80,007.97
STATE AID OSC direct deposit	12,043.89
STATE AID OSC direct deposit	-
STATE AID OSC direct deposit	-
STATE AID OSC direct deposit	-
STATE AID OSC direct deposit	-
<b>TOTAL SCHEDULE #2</b>	<b>\$ 131,724.86</b>

SCHEDULE #3	
INTEREST AND OBLIGATIONS	
Use of Money & Property	
Proceeds of Obligations	
int earned on NY005	390.51
INT. EARNED ON GFMM	45.47
int earned on NY003	52.44
int earned on NY 0004	1181.24
INT. EARNED ON new res.A2023	25,716.62
int earned on NY014	2,221.58
Interest on General Fund NOW	10.81
<b>TOTAL SCHEDULE #3</b>	<b>\$ 29,228.16</b>

SCHEDULE #4	
MISCELLANEOUS RECEIPTS	
Charges for Services	
Other Districts & Governments (NYS)	
Districts in Other States	
Forfeitures	
Sale of Property & Compensation for Loss	
Miscellaneous	
FOIL FEES	-
TUITION PAYMENTS / Bid Deposits	1,489,870.05
MISCELLANEOUS, AP	23,348.13
MEDICAL, HOSP. & DENTAL	42,994.48
TRS, Ins from PR	107,571.50
Pilot	-
transfer Drivers ed funds for payroll, SAT	-
Payroll Exchange	41,298.04
Refunds MM/ Medicare/Ins/BOCES	-
TA TRS/ERS refunds, scholarship donations	-
Dental Receipts/Retirees, Cobra Fitzharris Bills	1,634.29
Tuition dep. General Fund, BOCES ref.	302,084.79
Exchange Debt Service Fund-LIPA rebate	-
Insurance Refunds	-
TAN NYCLASS	-
General	517,296.94
MM	1,489,870.05
<b>TOTAL SCHEDULE #4</b>	<b>\$ 2,008,801.28</b>

SCHEDULE #5	
DISBURSEMENTS	
Payroll	
Accounts Payable	
Debt Service - Principal	
Debt Service - Interest	
Transfers to Other Funds	
WARRANTS #12	4,789,715.99
WARRANT #9 TR Agency -	3,107,669.28
wire for debt service	-
STOP PAYMENT FEE CHARGED	-
Transfer to TE200 for drivers ed payroll	-
Medicare Checks WN# 10	-
return bids + bond paydown	-
Dental disbursements Ameritas ACH/Fitzharris	1,660.00
Sales Tax Paid Out TA online	-
<b>TOTAL SCHEDULE #5</b>	<b>\$ 7,899,045.27</b>



# East Hampton Union Free School District

## TREASURER'S REPORT SUPPLEMENTAL SCHEDULE

REPORT PERIOD: February 28, 2018 redacted

	FUND "C"	FUND "FA"	FUND "H"	FUND "TA"	FUND "TE"	FUND "V"
<b>SCHEDULE #5</b> <b>STATE &amp; FEDERAL REVENUES</b>						
<b>TOTAL SCHEDULE #5</b>						
<b>SCHEDULE #6</b> <b>INTEREST AND OBLIGATIONS</b>						
			0.66		-	
			2,899.86		1.27	
		0.26	4.79			4,570.15
<b>TOTAL SCHEDULE #6</b>	0.00	0.26	2,905.31	0.00	0.96	4,570.15
<b>SCHEDULE #7</b> <b>MISCELLANEOUS RECEIPTS</b>						
Interfund Revenue						
Interfund Transfers						
CAFETERIA CASH SALES/ACH/HRT	108,581.58					
DONATIONS Mini Grants					50.00	
Bounced Checks, fees refunded						
Flex Receipts						
Exc. Sales Tax from Store/ Misc Rev						
Drivers Ed/ AP funds/ENL Programs					37,717.50	
Bond Premium amortization						
<b>TOTAL SCHEDULE #7</b>	\$ 108,581.58				\$ 37,767.50	
<b>SCHEDULE #8</b> <b>DISBURSEMENTS</b>						
Warrant #9 Lunch Fund	84,140.53					
WARRANT# 10 Special Aid		35,000.70				
WARRANT# 10 Expendable Trust(Grant)					20,097.02	
WARRANT# 8 CAPITAL FUND			50,920.00			
Transfer to checking/Paid Scholarships						
SCHOLARSHIPS Camanae, misc						
Employee Flex paid outs				6,600.00		
Bond/Interest Payments						
Returned checks/ fees					1,450.00	
Scholarships- Cangiolosi						
Sales Tax						
<b>TOTAL SCHEDULE #8</b>	\$ 84,140.53	\$ 35,000.70	\$ 50,920.00	\$ 6,600.00	\$ 21,547.02	\$ -

2/28/2018  
 EAST HAMPTON UNION FREE SCHOOL DISTRICT  
 COLLATERAL TEST  
 REPORT PERIOD: February 28, 2018 redacted

Prepared by  
 Debbie Hazzog

SUFFOLK COUNTY NATIONAL BANK															
		GLN	Fund	Book Balances 2/28/2018	Interest Bearing	Bank Balances Non-Interest Bearing	Total	Interest	Less FDIC Coverage Non-Int.	Total	Amount Not Covered By FDIC	Collateral Required	Eligible Collateral Pledged by Bank	Over (Under)	
C200															
				78,869.05	-	78,064.04	78,064.04	-	78,064.04	78,064.04	-	-	-	-	
				78,869.05	-	78,064.04	78,064.04	-	78,064.04	78,064.04	-	-	-	-	
BRIDGEHAMPTON NATIONAL BANK															
Exam Curricular Activities															
EX300															
				EX	-	-	-	-	-	-	-	-	-	-	
General Fund				A200	2,279.38	183,263.56	183,263.56	-	-	-	183,263.56	192,426.74	-	-	
Money Market				A201	1,654,789.68	1,654,789.68	1,654,789.68	250,000.00	-	-	1,404,789.68	1,473,029.16	-	-	
Federal Funds-Special Adj N.O.W.				F200	937.03	937.03	937.03	-	-	-	937.03	983.88	-	-	
Capital Funds-Money Market															
Capital Fund-Checking N.O.W.				H204	86,158.01	98,008.87	98,008.87	-	-	-	98,008.87	102,909.31	-	-	
Trust and Agency				H201	2,221.25	2,221.25	2,221.25	-	-	-	2,221.25	2,647.31	-	-	
Expendable Trust Fund				TA200	176.79	172,153.22	172,153.22	-	-	-	17,215.52	18,076.30	-	-	
				TE200	44,826.08	44,826.20	44,826.20	-	-	-	44,826.30	47,067.51	-	-	
Expendable Trust Fund MM															
General Fund MM Reserves				TE202	33,079.88	33,079.88	33,079.88	-	-	-	33,079.88	34,733.87	-	-	
Parent Account				TA12	387,925.71	387,925.71	387,925.71	-	-	-	387,925.71	407,322.00	-	-	
				TA10	-	-	4,964.54	-	-	-	4,964.54	5,212.77	-	-	
					2,212,524.41	2,405,352.18	2,405,352.18	2,427,512.24	250,000.00	-	2,177,532.24	2,286,408.85	2,436,173.31	163,763.46	
CAPITAL ONE															
Fiduciary Flex Account-Denial															
				TA210	47,029.11	-	47,029.11	47,029.11	-	-	47,029.11	-	-	-	
Fiduciary Flex Account				TA214	10,726.80	-	10,726.80	10,726.80	-	-	10,726.80	-	-	-	
					57,755.91	-	57,755.91	57,755.91	-	-	57,755.91	-	-	-	
NYCLASS															
NYCLASS Unemployment															
				A203	53,454.58	53,454.58	53,454.58	0.00	-	-	53,454.58	56,127.31	-	-	
NYCLASS reserve ERS				V	2,264,873.46	2,264,873.46	2,264,873.46	0.00	-	-	2,264,873.46	2,378,117.13	-	-	
NYCLASS Capital				H211	2,956,355.52	2,956,355.52	2,956,355.52	0.00	-	-	2,956,355.52	3,104,173.30	-	-	
NYCLASS Capital Fund				A202	25,746,046.99	25,746,046.99	25,746,046.99	0.00	-	-	25,746,046.99	27,033,349.34	-	-	
NYCLASS Capital Reserve Fund				A	1,204,233.27	1,204,233.27	1,204,233.27	-	-	-	1,204,233.27	1,264,444.93	-	-	
				V	4,659,234.98	4,659,234.98	4,659,234.98	-	-	-	4,659,234.98	4,892,186.23	-	-	
Debt Service Fund				V201	36,884,188.80	36,884,188.80	36,884,188.80	-	-	-	36,884,188.80	38,728,398.24	-	-	
					57,755.91	-	57,755.91	57,755.91	-	-	57,755.91	-	-	-	
District Total					\$ 39,233,338.17	\$ 39,289,540.96	\$ 138,000.01	\$ 39,447,540.99	\$ 250,000.00	\$ 135,819.95	\$ 385,819.95	\$ 39,064,721.04	\$ 41,014,807.09	\$ 41,178,570.55	\$ 163,763.46

**EMPLOYMENT AGREEMENT  
JEREL COKLEY  
ASSISTANT SUPERINTENDENT FOR BUSINESS**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the BOARD OF EDUCATION OF THE EAST HAMPTON UNION FREE SCHOOL DISTRICT, Suffolk County, New York, ("Board"), and Jerel Cokley residing at [REDACTED] ("Assistant Superintendent for Business").

**WITNESSETH:**

WHEREAS, the Board has offered to employ the Assistant Superintendent for Business of the East Hampton Union Free School District ("District"), upon the terms and conditions set forth herein; and

WHEREAS, the Assistant Superintendent for Business has accepted the Board's offer of employment on the terms and conditions set forth herein, and

WHEREAS, it is the parties' belief that a written contract fully specifying the terms and conditions of the Assistant Superintendent for Business's employment by the District will promote effective communication and true understanding between the parties, and

WHEREAS, the parties have mutually agreed upon the following terms and conditions relative to the Assistant Superintendent for Business's employment by the District:

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

This Agreement shall be for a period of three years, commencing July 1, 2018, and terminating on June 30, 2021 unless further extended or sooner terminated, as hereinafter provided.

**DUTIES AND RESPONSIBILITIES**

- A. Jerel Cokley, as Assistant Superintendent for Business, shall be the Chief Financial Officer of the District and shall have the power and obligation to perform all those duties and to accept all those responsibilities as are:
- (1) assigned by the Superintendent of Schools and/or the Board;
  - (2) specified in the Policy Manual of the Board;
  - (3) imposed upon or granted to a certified school Assistant Superintendent for Business under the provisions of the Education Law or other statute of the State of New York, or by Rule or Regulation of the Commissioner of Education.

- B. Without limiting the foregoing, the Board acknowledges that as Assistant Superintendent for Business, Jerel Cokley shall have the primary responsibility regarding the financial management of the District and shall provide supervision for food service operations, administrative data processing services, operations and maintenance of plant, transportation services and all business operations. The Assistant Superintendent for Business shall have the following responsibilities:

#### FINANCE

1. Supervise all financial and accounting procedures in the management of the school budget and the preparation of an annual report.
2. Maintain the fiscal records of the District in conformance with legal and operating requirements.
3. Supervise and coordinate all borrowing and investment of funds.
4. Interpret the financial position of the District to the community at large.
5. Keep the Superintendent and the Board informed about District financial matters.

#### INSURANCE

1. Supervise directly all insurance programs of the District.
2. Assist in appraisals and in processing claims and reports.
3. Maintain an up-to-date inventory of school property.

#### BUDGET DEVELOPMENT

1. Manage the preparation of the annual budget.
2. Coordinate all expenditures of the budget.
3. Estimate the receipts from local, state and federal sources.
4. Act as an advisor to the Superintendent and Board of Education on the school budget and related financial issues.

#### PURCHASING

1. Administer purchasing procedures for the acquisition of supplies and equipment.
2. Evaluate all bids and quotations.
3. Recommend the awarding of bids.

### FOOD SERVICE

1. Supervise the food service operation.
2. Direct the food service operation within the District through the outside contractor's on- site food service manager.
3. Ensure compliance of food service contracted services with negotiated terms and conditions.

### TRANSPORTATION

1. Supervise the transportation operation.
2. Direct the District's transportation operation through the contractors' representatives.
3. Ensure compliance of transportation contracted services with negotiated terms and conditions.

### FINANCIAL INFORMATION SYSTEMS

1. Supervise and direct the financial information systems.

### MAINTENANCE OF PLANT

1. Supervise the operation and maintenance services.
2. Coordinate with the building administration regarding services for their buildings grounds, and facilities.
3. Supervise the operation of District plants and facilities.
4. Direct the operations of facility and plant maintenance through the Director of Facilities.

### OFFICE MANAGEMENT

1. Supervise the office functions of the business office.
2. Assist in the preparation of the agenda for school board meetings.

### NEGOTIATIONS

1. Provide research and supportive data for collective bargaining negotiations and serve as a member of the District's negotiations team.

### SUPERVISES THE SUPPLY AND DELIVERY SYSTEMS OF THE DISTRICT

1. Maintain and direct, in a supervisory capacity, the mail delivery, instructional supplydelivery, maintenance supplydeliveryand the transfer of money within the District.

2. Supervise and direct the staff assigned to this support service.

### OTHER DUTIES

Perform any other duties as assigned by the Superintendent of Schools or Board of Education.

The above job description is intended to be illustrative rather than complete, and serves to show major duties and responsibilities and differentiates the position of Assistant Superintendent for Business from others in the District.

### BOARD REFERRAL

The Board shall promptly and discreetly raise with the Assistant Superintendent for Business, in writing, for his study and recommendation, any and all criticisms or complaints regarding the finances of the District or the Assistant Superintendent for Business's performance of his duties.

### CERTIFICATION

The Assistant Superintendent for Business shall possess a valid School Assistant Superintendent for Business certificate (SDBL) to act as an Assistant Superintendent for Business in the State of New York during the entire term of his employment with the District.

### COMPENSATION

- A. The Assistant Superintendent for Business's annual base salary for each year of the Agreement shall be as follows:
- (1) From July 1, 2018 to June 30, 2019, the annual base salary shall be one-hundred eighty-five thousand dollars (\$185,000.00) dollars; and
  - (2) From July 1, 2019 to June 30, 2020, the annual base salary shall be one-hundred eighty eight thousand seven hundred dollars (\$188,700.00); and
  - (3) From July 1, 2020 to June 30, 2021, the annual base salary shall be one-hundred ninety-two thousand four hundred seventy-four dollars (\$192,474.00).

In the event this Agreement is extended beyond June 30, 2021, compensation shall be as mutually agreed upon in writing between the parties.

The Assistant Superintendent for Business shall be paid in equal installments in accordance with the rules of the Board governing salary payment to other District administrative employees.

Any increase in the Assistant Superintendent for Business's base salary shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Assistant Superintendent for Business have entered into a new agreement, unless expressly stated in writing and signed by the parties hereto.

The per diem rate for the Assistant Superintendent's salary shall be calculated at the rate of 1/240th of the annual base salary.

#### PERFORMANCE EVALUATION

The Superintendent of Schools shall evaluate the performance of the Assistant Superintendent for Business no later than July 15<sup>th</sup> annually. The evaluation shall be based upon goals established by the Superintendent that are in line with the stated goals and objectives of the Board. The evaluations shall be written and a copy provided to the Assistant Superintendent for Business.

#### MEETINGS

The Assistant Superintendent for Business shall receive notice of, and shall attend and participate in meetings of the Board including, but not limited to, executive sessions, work sessions, regular Board meetings, special Board meetings, emergency Board meetings, and the like together with the right to attend and participate in, at his option, the meetings of any Board-appointed committee and/or Board-appointed citizens' committee. Notwithstanding the foregoing, the Board and Superintendent may conduct executive sessions outside the presence of the Assistant Superintendent for Business.

#### OTHER BENEFITS

In addition to the annual compensation specified in paragraph 4 ("Compensation") of this Agreement and other benefits expressly contained herein, the Assistant Superintendent for Business shall be entitled to receive the following benefits:

- a. The Assistant Superintendent for Business shall be entitled to coverage under the District's health insurance plan. The Assistant Superintendent for Business shall contribute 14% and the District shall contribute 86% of the cost of the health insurance premium.
- B. Dental Coverage (family or individual coverage, at the Assistant Superintendent's option) shall be made available by the District to the Assistant Superintendent for Business at no cost to the Assistant Superintendent for Business.
- C. The Board shall provide the Assistant Superintendent for Business with reimbursement for automobile mileage while using his personal vehicle for District business at the IRS rate.
- D. The District shall provide the Assistant Superintendent for Business with a term policy for life insurance, of its selection with a face value of \$150,000.00.
- E. The District shall provide Group Disability Insurance to the Assistant Superintendent for Business as provided to the teachers.
- F. The District will provide health insurance benefits for the Assistant Superintendent for Business into his retirement. Upon his retirement from the District, the Assistant Superintendent shall contribute 14% toward his health insurance premium, and the District shall contribute 86%.

At such time as Medicare becomes the primary health coverage for the Assistant Superintendent for Business, the District shall contribute the full premium cost for the Assistant Superintendent's coverage, but with respect to dependent coverage, the Assistant Superintendent shall contribute toward the dependent portion of the premium the same percentage as he contributed immediately prior to the effect date of his retirement.

G. Holidays

The Assistant Superintendent for Business shall be entitled to the following paid holidays: Independence Day (July 4th); Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Day; Martin Luther King Day; Presidents' Day (if school is not in session); Good Friday; Memorial Day; and Jewish Holidays (if school is not in session).

If, for professional reasons, the Assistant Superintendent for Business must work on a paid holiday, he will be granted a compensatory day upon notice to and permission from the Superintendent.

H. The Board shall provide the Assistant Superintendent for Business with a wireless telephone, and shall pay the monthly cost for a telephone connection for the use of such equipment. The equipment shall remain the property of the District.

VACATION LEAVE

The Assistant Superintendent for Business shall annually be granted ten (10) days' vacation leave on July 1 of the first year of employment, fifteen (15) days' vacation leave on July 1 of the second year of employment, and fifteen (15) days' vacation leave on July 1 of the third year of employment. Scheduling these days will require the approval of the Superintendent and the Board of Education. Vacation days may not be accumulated for use in a subsequent year.

OTHER LEAVE

- a. The Assistant Superintendent for Business shall be granted fifteen (15) sick leave days on July 1 of each year. The Assistant Superintendent for Business shall be entitled to accumulate unused sick leave earned in the District during the period of his employment with the District. Such accumulated sick leave may be used for illness during any subsequent year of employment. There shall be no limit on total accumulation permitted. The Assistant Superintendent for Business shall be entitled to payment for unused sick days earned in the District at the rate of one day's pay, calculated at the rate of 1/240 of his then-current annual base salary, for each two days accumulated (maximum 250 days) upon separation of service from the District, provided such separation is not initiated by the District for cause pursuant to New York State Education Law section 3020-a.
- b. The Assistant Superintendent for Business shall be permitted five days of bereavement leave in the event of the death of the Assistant Superintendent for Business's son, daughter, sister, brother, mother, father or spouse, grandparent or in-law.



- c. The Assistant Superintendent for Business shall not incur any loss of salary for absence due to jury duty service.

#### EXPENSE REIMBURSEMENT

- a. The Assistant Superintendent for Business, with prior approval of the Superintendent, is authorized to incur reasonable expenses in the discharge of his duties, including, but not limited to, expenses for travel and lodging, professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels; and similar items related to his employment.
- B. The Board will pay or reimburse the Assistant Superintendent for Business for such expenses upon presentation of an itemized account of such expenditures, within thirty (30) days of the date incurred.
- C. The Board shall reimburse to the Assistant Superintendent for Business the amount of dues for the Assistant Superintendent for Business's membership in professional and local business/civic associations, previously approved by the Superintendent.

#### WORKING FACILITIES

The Board shall furnish the Assistant Superintendent for Business with office secretarial assistance, and other such facilities and services suitable to his position and appropriate for the Assistant Superintendent for Business to perform his duties.

#### INDEMNIFICATION

In addition to those rights provided by law, the Board agrees to provide legal counsel and to indemnify the Assistant Superintendent for Business against all uninsured financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Assistant Superintendent for Business is acting within the scope of his employment or under the direction of the Board, provided notice is given to the Board within seven days of receipt by the Assistant Superintendent for Business.

#### MISCELLANEOUS

- a. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated, modified or extended in accordance with the provisions of this Agreement, or the termination of the Assistant Superintendent for Business's service, as provided by law or by the terms of this Agreement, or by an agreement in writing between the parties.
- b. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- c. This Agreement shall be binding upon and inure to the benefit of the heirs,

successors and assigns of the parties.

- d. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- e. The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same, and shall not constitute the waiver of either party of any breach of any of the terms, provisions or Agreement or be construed as a waiver of any succeeding breach.
- f. In the event that the position of Assistant Superintendent for Business is earmarked for abolishment for any reason, the District agrees to give Mr. Jerel Cokley six months advanced written notice of the District's intent to do so.
- g. The original of the Agreement shall be filed with the District Clerk of the East Hampton Union Free School District.

Dated: \_\_\_\_\_, 2018  
East Hampton, New York

For the Board of Education:

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

\_\_\_\_\_  
Jerel Cokley  
Assistant Superintendent for Business

May 01, 2018  
10:20:11 am

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

Form AS-7  
Page 1

**Contract for Cooperative Educational Services**

**THIS AGREEMENT** made this 1st day of July, 2018 by and between the **EASTERN SUFFOLK BOCES**, party of the first part, and **EAST HAMPTON UFSD**, party of the second part.

**WITNESSETH**, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law,

**NOW THEREFORE**, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2018-19 school year at the indicated cost:

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
001.100	Administration	0.0000	0.0000 Actual Usage		239,223.00	239,223.00	0.00	239,223.00
002.100	Rental of Facilities	0.0000	0.0000 Actual Usage		100,693.00	100,693.00	0.00	100,693.00
101.100	Career and Technical Education	55.0000	13,575.0000 Student		0.00	746,625.00	0.00	746,625.00
103.110	Special Career Education 12-1-1	8.0000	23,702.0000 Annual		0.00	189,616.00	0.00	189,616.00
202.100	Special Education 12-1-1 (Full Day)	1.0000	50,898.0000 Student		0.00	50,898.00	0.00	50,898.00
202.275	Related Svc - Individual Aide (FT)	3.0000	53,874.0000 Year		0.00	161,622.00	0.00	161,622.00
202.436	Orientation & Mobility	1.0000	4,759.2000 Sess/Stud/Wk/Yr		0.00	4,759.20	0.00	4,759.20
205.100	Special Education 8-1-1 (Full Day)	13.0000	63,677.0000 Student		0.00	827,801.00	0.00	827,801.00
205.205	Related Svc - Counseling (Ind)	12.0000	4,759.2000 Sess/Stud/Wk/Yr		0.00	57,110.40	0.00	57,110.40
205.210	Related Svc - Counseling (Group)	6.0000	2,361.6000 Sess/Stud/Wk/Yr		0.00	14,169.60	0.00	14,169.60
205.235	Related Svc - Occ Therapy (Ind)	8.0000	4,759.2000 Sess/Stud/Wk/Yr		0.00	38,073.60	0.00	38,073.60
205.245	Related Svc - PT (Individual)	9.0000	4,759.2000 Sess/Stud/Wk/Yr		0.00	42,832.80	0.00	42,832.80
205.255	Related Svc - Speech/Lang Imp (Ind)	15.0000	4,759.2000 Sess/Stud/Wk/Yr		0.00	71,388.00	0.00	71,388.00
205.297	Autism/Behav. - Parent Training	30.0000	174.9900 Per Hour		0.00	5,249.70	0.00	5,249.70
205.428	Related Service - Speech Consult	30.0000	118.9800 Session		0.00	3,569.40	0.00	3,569.40
205.434	Related Svc-Occ Therapy Consult	30.0000	118.9800 Session		0.00	3,569.40	0.00	3,569.40
313.100	Itinerant Vision	5.0000	5,638.5200 Sess/Stud/Wk/Yr		0.00	28,192.60	0.00	28,192.60
313.422	Itinerant Vision Consult	140.0000	140.9600 Session		0.00	19,734.40	0.00	19,734.40
405.100	Exploratory Enrichment-Coord. Fee	0.0000	0.0000 Actual Usage		1,785.00	1,785.00	0.00	1,785.00
405.110	Exploratory Enrichment Programs	0.0000	0.0000 Actual Usage		10,500.00	10,500.00	0.00	10,500.00
440.100	Arts-In-Ed. - Coordination Fee	0.0000	0.0000 Actual Usage		95.20	95.20	0.00	95.20

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**EAST HAMPTON UFSD**

School Year 2018-19

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
440.110	Arts-In-Education Programs	0.0000	0.0000	Actual Usage	560.00	560.00	0.00	560.00
508.200	Follett, Follett Destiny & OPALS	0.0000	0.0000	Actual Usage	6,178.00	6,178.00	0.00	6,178.00
514.430	School Data Bk Svcs-Full Service	1,893.0000	8.5900	Student	0.00	16,260.87	0.00	16,260.87
514.520	NYS Reg. Report per stud-PS/PK-12	1,893.0000	3.6000	Student	0.00	6,814.80	0.00	6,814.80
514.530	NYS Required Reporting	1,893.0000	0.6300	Student	0.00	1,192.59	0.00	1,192.59
516.210 Lib. Svc/Media-Virtual Ref. Collect								
516.210.109	Virtual Ref. Collect 3-12 Online	1,609.0000	9.5700	Student	0.00	15,398.13	0.00	15,398.13
516.220	Library Services - Supp. Databases	0.0000	0.0000	Actual Usage	4,184.85	4,184.85	0.00	4,184.85
516.250 Digital Media Library-PreK-12 w/VRC								
516.250.109	Digital Med Lib-PreK-12 w/VRC	1,830.0000	5.2000	Student	0.00	9,516.00	0.00	9,516.00
516.300 Library Svc/Media Part. (50% disc)								
516.300.120	Lib/Med 601-2000 stud. (50% disc.	1.0000	886.0000	Per District	0.00	886.00	0.00	886.00
531.440 Staff Development-Public Relations								
531.510	Regional Scoring for NYSESLAT Asses	0.0000	0.0000	Actual Usage	1,680.00	1,680.00	0.00	1,680.00
531.515	Full Service Scoring for NYSED 3-8	1.0000	0.0000	Actual Usage	2,957.85	2,957.85	0.00	2,957.85
531.525	In District Scoring Leader Request	1.0000	0.0000	Actual Usage	16,784.02	16,784.02	0.00	16,784.02
601.200	Web Services - Public Relations	0.0000	0.0000	Actual Usage	245.00	245.00	0.00	245.00
601.440 Emergency Notification Systems								
601.440.160	School Messenger Emerg. Notif.	0.0000	0.0000	Actual Usage	6,100.00	6,100.00	0.00	6,100.00
601.455 Finance Manager								
601.455.120	Finance Manager/nVision Backup Te	0.0000	1,890.0000	Annual	5,205.02	5,205.02	0.00	5,205.02
601.455.190	Fin Mngr Off-Site Backup B 1000-399	0.0000	4,516.0000	Annual	1,250.00	1,250.00	0.00	1,250.00
601.850 Schooltool								
601.850.120	Schooltool K-12 BOCES Support	1,794.0000	8.4000	Student	0.00	15,069.60	0.00	15,069.60
601.850.131	Schooltool Maintenance	1,794.0000	4.5600	Student	0.00	8,180.64	0.00	8,180.64
601.850.132	Schooltool Support per Student	1,794.0000	2.6200	Student	0.00	4,700.28	0.00	4,700.28
601.850.140	Schooltool - Mgmt Fee	0.0000	0.0000	Actual Usage	3,013.92	3,013.92	0.00	3,013.92
601.850.150	Schooltool BOCES Hosting Fee	1.0000	0.0000	Actual Usage	14,780.42	14,780.42	0.00	14,780.42

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**EAST HAMPTON UFSD**

School Year 2018-19

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
601.850.210	School/On-Site Support	1.0000	909.9100 Day		0.00	909.91	0.00	909.91
<b>601.880 Renaissance Learning</b>								
601.880.240	STAR Web-hosting Fee	1.0000	670.0000 Building		0.00	670.00	0.00	670.00
601.880.250	Renaissance Learn Mgmt Fee	0.0000	0.0000 Actual Usage		973.80	973.80	0.00	973.80
601.880.290	Renaissance Learn ESBOCES Sup. Fe	0.0000	0.0000 Actual Usage		973.80	973.80	0.00	973.80
601.880.330	STR 360 Annual Student Subscript	525.0000	11.8000 Student		0.00	6,195.00	0.00	6,195.00
601.880.580	Data Integration Service(RDL)Leve	1.0000	1,250.0000 Annual		0.00	1,250.00	0.00	1,250.00
<b>601.990 Test Scanning and Reporting</b>								
601.990.160	Test Scan/Rpt NYS ELA Grades 3-8	630.0000	5.0000 Per Test		0.00	3,150.00	0.00	3,150.00
601.990.165	ELA Grades 3-8 Computer Based	10.0000	2.0300 Per Test		0.00	20.30	0.00	20.30
601.990.170	Test Scan/Rpt NYS Math Grades 3-8	630.0000	5.0000 Per Test		0.00	3,150.00	0.00	3,150.00
601.990.175	Math Grades 3-8 Computer Based	10.0000	2.0300 Per Test		0.00	20.30	0.00	20.30
601.990.180	Test Scan/Rpt NYS Science 4 &/or	220.0000	5.0000 Per Test		0.00	1,100.00	0.00	1,100.00
601.990.220	Test Scanning and ReportingNYSITE	65.0000	6.5000 Per Test		0.00	422.50	0.00	422.50
601.990.300	Test Scan/Rpt NYSESLAT	325.0000	9.6300 Per Test		0.00	3,129.75	0.00	3,129.75
601.990.312	NYSAA Computer Based	10.0000	2.0300 Per Test		0.00	20.30	0.00	20.30
601.990.320	Test Scan/Rpt Regents All Exams	1,750.0000	3.0400 Per Test		0.00	5,320.00	0.00	5,320.00
<b>606.100 Personnel Services (No Guideline)</b>								
606.100	Personnel Services	1.0000	16,500.0000 Annual		0.00	16,500.00	0.00	16,500.00
<b>609.300 Pr Consulting Services</b>								
609.300	Pr Consulting Services	0.0000	0.0000 Actual Usage		4,210.00	4,210.00	0.00	4,210.00
<b>612.110 Cooperative Bidding</b>								
612.110.120	Coop Bidding Gp B (1000-2899 sch	0.0000	3,652.0000 Year		3,652.00	3,652.00	0.00	3,652.00
<b>618.120 Health/Safety Basic Svc Base Price</b>								
618.120	Health/Safety Basic Svc Base Price	1.0000	3,933.0000 Service		0.00	3,933.00	0.00	3,933.00
618.130	Health/Safety Basic Svc # bldgs	3.0000	415.0000 Building		0.00	1,245.00	0.00	1,245.00
618.150	Health/Safety - Specialist	1.0000	20,737.0000 Day/Week/Year		0.00	20,737.00	0.00	20,737.00
618.210	Global Compliance	1.0000	1,400.0000 Per District		0.00	1,400.00	0.00	1,400.00
<b>623.110 Nonpublic Textbk Distr - Admin Fee</b>								
623.110	Nonpublic Textbk Distr - Admin Fee	45.0000	92.5800 Student		0.00	4,166.10	0.00	4,166.10
623.120	Nonpublic Textbk Dist. -Textbook Fee	45.0000	174.0000 Per Student Est		0.00	7,830.00	0.00	7,830.00
<b>624.200 NYSED Pre-Service Driver Training</b>								
624.200	NYSED Pre-Service Driver Training	0.0000	0.0000 Actual Usage		190.00	190.00	0.00	190.00

**EASTERN SUFFOLK BOCES**  
**201 SUNRISE HIGHWAY**  
**PATCHOGUE, NY 11772**

**Contract for Cooperative Educational Services**

**EASTERN SUFFOLK BOCES**  
**EAST HAMPTON UFSD**

School Year 2018-19

Program/ Serial No.	Service	Basis for Current Contract				Initial Contract	Adjustments To Date	Current Contract
		Quantity/ Share	Unit Cost	Cost Basis	Current Fixed Cost			
624.210	NYSED Monitor/Attend Basic Training	0.0000	0.0000	Actual Usage	1.00	1.00	0.00	1.00
624.225	NYSED Refresher Training-Driver/Mon	0.0000	0.0000	Actual Usage	762.00	762.00	0.00	762.00
624.230	NYSED DRV/Mon Phys PerfTest	0.0000	45.0000	Per Person	722.50	722.50	0.00	722.50
624.240	DMV 19A	0.0000	0.0000	Actual Usage	5,227.00	5,227.00	0.00	5,227.00
624.250	Defensive Driving	0.0000	0.0000	Actual Usage	3,382.50	3,382.50	0.00	3,382.50
628.100	Substitute Service							
628.100.200	Basic Level Fee - Per User	362.0000	33.7500	Per User	0.00	12,217.50	0.00	12,217.50
633.130	Workers Comp Consortium Coord.	350.0000	10.3400	Employee/Year	0.00	3,619.00	0.00	3,619.00

May 01, 2018  
10:20:11 am

EASTERN SUFFOLK BOCES  
201 SUNRISE HIGHWAY  
PATCHOGUE, NY 11772

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EASTERN SUFFOLK BOCES EAST HAMPTON UFSD	School Year 2018-19
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The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule:  
10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education.  
IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

Summary:		
Total of Service Costs - All Funds:	2,540,165.55	(Except 001/002)
Capital Costs:	100,693.00	(CoSer 002)
Adm. & Clerical Costs:	239,223.00	(CoSer 001)
Total Contract Costs:	2,880,081.55	

Signature, President and/or Clerk, BOCES	EASTERN SUFFOLK BOCES	201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-
	(Party of the First Part)	(Post Office Address)
Signature, President and/or Clerk, Board of Education (As Authorized)	EAST HAMPTON UFSD	4 LONG LANE, EAST HAMPTON, NY, 11937-2409
	(Party of the Second Part)	(Post Office Address)

**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (the "Agreement") made on the date set forth below on the signature page, by and between the signing parties set forth on the signature page below (hereinafter referred to as the "Client"), having its principal place of business at the address set forth in Section 11 below and Paragon Compliance LLC (hereinafter referred to as "Paragon"), a limited liability corporation organized under the laws of the state of New York.

WHEREAS, Paragon is in the business of providing consulting services concerning Affordable Care Act compliance; and,

WHEREAS, Client desires that Paragon provide said services to Client as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICES; LIMITED WARRANTY.**

a) Paragon shall provide Client with the services identified on Annex A (the "Services"); and described on Annex B. Notwithstanding anything to the contrary on Annex A, Annex B, or elsewhere, annual reporting services will not be provided by Paragon if Paragon has not received all properly-formatted Data and full compensation for the entire year which is subject to such reporting (the "IRS filing year").

b) Paragon represents, warrants and covenants to Client that during the term of this Agreement Paragon will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement (this warranty referred to herein as the "Paragon Warranty"); provided, however, that this warranty shall not apply to problems arising out of, or relating to, Client's breach of its obligations under Section 2 hereof.

c) *Optional IRS Transmittal Service.* If Client fails to provide the required Data by September 30 of any reporting year, Paragon may not provide the level of services described above. Instead, for that reporting year, Paragon may, at its option, provide the limited "IRS Transmittal Service" described below. Pricing will remain unchanged from the level set forth in this Agreement, unless otherwise agreed in writing by the parties. For IRS Transmittal Service, Client will provide Paragon with the fully completed Template, or suitable XML file containing all necessary employee data at least 30 days prior to the date Client must file the completed IRS Forms. Paragon makes no warranty whatsoever with respect to IRS Transmittal Service and Client hereby releases and discharges Paragon from any claim whatsoever based upon the provision of IRS Transmittal Service including without limitation any claims under Section 1 or Section 10 of the Agreement. IRS Transmittal Service (is intended solely to help Client file IRS Form 1095-C and Form 1094-C (referred to together as the "IRS Forms"). Under the IRS Transmittal Service, Paragon will: (i) provide Client with a formatted Microsoft Excel®



template (the "Template"), together with the Paragon written Template Guide, so that Client can gather and record Client's ACA data onto the Template; (ii) convert Client's data, provided by Client, into the formats required by the IRS Forms; (iii) provide Client with PDF copies of IRS Form 1095-C for each employee, to allow Client to provide each employee with his or her IRS Form 1095-C; (iv) transmit all the Client's completed IRS Forms to the Internal Revenue Service prior to the applicable reporting year deadline; (v) Paragon assumes no responsibility for the accuracy or relevancy of the data Client provides in the completed Template. The IRS Transmittal Service is Paragon's most limited service, and it does not include any data analysis or validation. Because Paragon will have no role in gathering or analyzing Client data, Client remains solely responsible for correctly gathering, coding and recording Client's data on the Template, and Paragon expressly disclaims any warranty or liability in connection therewith.

## 2. CLIENT OBLIGATIONS.

a) *Data.* Client shall provide the complete and accurate personnel, health insurance, and other data requested by Paragon (the "Data") in the time and manner required by Paragon, which manner includes, without limitation, strict compliance with the Technical Specifications. Client shall respond promptly to Paragon's request for information, and will provide Paragon with all information reasonably requested by Paragon from time to time to facilitate Paragon's provision of the Services. Notwithstanding the above, clients must satisfy the deadlines set forth below regarding the transfer of data:

### (i) Monthly Data

1) All monthly data must be provided to Paragon no later than the twenty-first (21<sup>st</sup>) day of the month following the month being processed.

2) If a Client is three (3) months past due with monthly data, Paragon may, at its option, assess a late fee equal to 15% of the Client's applicable monthly data charge or \$200 per month of outstanding data, whichever is greater.

3) If all monthly data for the applicable reporting year is not provided before the last Friday during the first week in January of the following year, Paragon does not guarantee timely completion and distribution of all IRS Form 1095-C forms.

4) Paragon will process monthly data two times. We will process as soon as practicable upon receipt and then one (1) time after Client makes any corrections based on Paragon's validations. Any monthly processing in addition to the one corrected run will cause Client to incur a charge which will be based on every month reprocessed by Paragon.

### (ii) Historical Data Maintained by HB Solutions

1) To permit Paragon to properly perform the Services under this Agreement, Client hereby permits the secure transfer of all historical data, reports, and other relevant Client information utilized for ACA compliance previously provided to HB Solutions from HB Solutions to Paragon.

2) Client further permits Paragon to store and maintain such data for Client as part of the Services and in accordance with this Agreement.

b) *Technical Specifications.* The Client acknowledges and agrees that Client is solely responsible for providing the Data in the format required by the Technical Specifications. Paragon will remotely provide limited, basic technical assistance to answer Client's questions regarding Data formatting and delivery; if such assistance is ongoing or requires more than **eight (8) hours of Paragon's time**, Paragon may charge an additional hourly fee (at Paragon's standard hourly rate) for such technical assistance.

c) *Notification.* Client shall immediately notify Paragon of any error or omission in any Data provided by Client, and shall cooperate with Paragon to address such error or omission in Client Data.

d) *Access.* In connection with the performance of the Services, Client shall provide Paragon personnel (including authorized third-party agents of Paragon) with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Paragon to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement, including (i) reasonable access, both physical and virtual, to the Client's premises, systems, networks and facilities, (ii) reasonable access to the appropriate Client personnel, including network, systems, operations and applications personnel, and (iii) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

e) *File Retention and Data Back-up.* Client agrees to be solely responsible for the retention of, and to back up all, Data and all reports received from Paragon as part of the Services. Paragon shall not be responsible for retaining any reports provided to Client, nor for retaining any Data or any other information received from Client.

f) *Technical Contact.* Client shall designate and maintain throughout the term of this Agreement one or more individuals to serve as its primary point of contact for day-to-day communications, consultation and decision-making regarding the Services (each, a "Technical Contact"). The Technical Contact(s) shall be the sole contact(s) between Client and Paragon in connection with day-to-day matters relating to the provision of Services and be responsible for communicating with and providing timely and accurate Data and information to Paragon in connection with the Services. Client shall ensure its Technical Contact(s) have the requisite organizational authority, skill, experience and other qualifications to perform these duties.

g) *Compliance.* Client agrees to comply with all of the terms and conditions of this Agreement.

3. **COMPENSATION.** Client agrees to pay Paragon the fees set forth on Annex A, and further agrees that any additional services requested beyond those identified on Annex A will be subject to the pricing set forth on Annex B. All amounts payable to Paragon under this Agreement shall be paid by Client to Paragon in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

4. **PAYMENT FOR SERVICES.** Paragon will submit an invoice for services rendered pursuant to the Client's selected billing option, as described below. Payment to Paragon, regardless of billing option selected, shall be made within thirty (30) days from receipt of invoice from Paragon. Client shall give Paragon notice of any invoice dispute within twenty (20) days of its receipt. The selected billing option shall apply only to services covered by this Agreement, and for any additional services selected by Client, the parties shall agree in writing as

to the billing method for such additional services. Client's monthly employee count for each of the billing options described below shall be determined by calculating the Client's average monthly employee count from the previous year. In the event Client experiences a 5% or greater increase in employee count during any year, Paragon shall have the option to adjust the Client's applicable monthly employee count at such time such increase in employee count becomes known.

a) **Bi-annual Payment.** Under the Bi-annual Payment billing option, Client shall pay one-half of the annual fees (six months of per-employee charges based on the Client's applicable monthly employee count) for the services set forth on Annex A on or before January 31, and the remaining one-half of the annual fees (six months of per-employee charges based on the Client's applicable monthly employee count) for the services set forth on Annex A on or before July 31.

b) **Monthly Payment.** Under the Monthly Payment billing option, Client shall pay its annual fees for the services set forth on Annex A in twelve equal monthly installments based on Client's applicable monthly employee count. Such payments shall be due on or before the first day of each month beginning on February 1.

c) **Annual Payment.** Under the Annual Payment billing option, Client shall pay the entire amount of annual fees (twelve months of per-employee charges based on the Client's applicable monthly employee count) for the services set forth on Annex A on or before February 1. If selecting this option, Client shall receive a 5% discount off of its total annual fees for the services covered by this Agreement.

5. **INDEPENDENT CONTRACTOR.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

6. **TERM OF AGREEMENT; TERMINATION.**

a) **Term.** This Agreement, unless otherwise specified in Annex A, shall commence as of the date and year first set forth below on the signature page (the "Effective Date"), and shall continue until December 31<sup>st</sup> of the IRS filing year immediately following the year of the Effective Date (e.g., if the Effective Date is April 1<sup>st</sup> of Year 1, the initial term shall be from April 1<sup>st</sup> of Year 1 through December 31<sup>st</sup> of Year 2.). Unless earlier terminated pursuant to subsection (b) below, this Agreement shall automatically renew each January 1<sup>st</sup> for successive one (1) year terms unless the party seeking to terminate this Agreement provides notice to the other party of its intention not to renew this Agreement, which notice must be received by the other party at least sixty (60) days prior to the end of the then-current term.

b) **Termination.** This Agreement may be terminated under any of the following circumstances (each, an "Early Termination"):

(i) by Paragon, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement or a related agreement between Client and Paragon, where such failure continues more than 30 days after Paragon's delivery of written notice thereof ("Payment Failure");

(ii) by Paragon, immediately on written notice to Client if more than 2 Payment Failures have occurred, even if such Payment Failures were ultimately cured by Client;

(iii) by either party, effective on written notice to the other party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or,

(iv) by Paragon, effective immediately, if the Client: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

(v) by either party, effective on written notice to the other party, if the Affordable Care Act is repealed, amended or otherwise modified in any way, such that the compliance Services specified in Annex A are no longer required by law. Client shall remain responsible for all fees associated with services rendered before the termination date that are still owed at the time of termination.

(vi) By Paragon if the Affordable Care Act is repealed, amended or otherwise modified in such a way that the current Services specified in Annex A are no longer required by law or are substantially changed such that the current Paragon process is no longer suitable.

c) *Effect of Expiration or Early Termination.* On the expiration or Early Termination of this Agreement, the following shall apply:

(i) All rights granted to Client hereunder will immediately terminate and Client shall, within 10 days, destroy, and permanently erase from all devices and systems Client directly or indirectly controls, Paragon's Confidential Information, including without limitation the file format specification document previously provided to Client (the "Technical Specifications").

(ii) Client shall certify to Paragon in a signed written instrument that it has complied with the requirements of this section.

(iii) Client shall remain responsible for the prompt payment of any amounts due to Paragon hereunder arising prior to such expiration or Early Termination.

(iv) Client shall have continued access to ShareFile for thirty (30) days following expiration or Client's notice of Early Termination of this Agreement.

(v) In the event this Agreement expires, Paragon's obligations in connection with Client's IRS Forms for the relevant IRS filing year are limited to the completion of, production, distribution (to the extent Fulfillment Services have been purchased), and filing with the IRS. Paragon will not, however, complete such obligations until Client has satisfied its payment obligations pursuant to Section 3. If Client requires the assistance of Paragon in

connection with any additional technical support, assistance with corrections, re-filing, or any other additional services related to Client's IRS forms, Client will be charged separately in connection with all such work in accordance with the rates set forth in Appendix B.

(vi) In the event an Early Termination occurs before the end of the applicable IRS filing year, Paragon's obligations in connection with Client's IRS Forms (including, but not limited to, the completion of, production, distribution, filing with IRS, and assistance with any corrections and resubmission of such forms) shall cease immediately. If Client wishes to have Paragon assist with completion of, production, distribution, and filing of IRS Forms following an Early Termination occurring before the end of the applicable reporting year, Client will be charged separately in connection with all such work in accordance with the rates set forth in Appendix B.

d) *Surviving Terms.* The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 2, 3, 5, 6, 7, 10, 11, 14, 15, 16, 17, and 20.

## 7. CONFIDENTIALITY.

a) In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, pricing, the Technical Specifications, whether or not marked, designated or otherwise identified as "confidential." Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

b) As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(ii) except as may be permitted under the terms and conditions of subsection (c), not disclose or permit access to Confidential Information other than to its officers, employees, owners, independent contractors, affiliates, or third-party agents, and the officers, employees, owners, independent contractors, affiliates, or third-party agents of any entity under common control with it (individually and collectively, a "Representative") who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been

informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section;

(iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and

(v) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this section.

c) If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall disclose such Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose.

d) Without limiting the foregoing, Client acknowledges and agrees that the Technical Specifications and Paragon's Confidential Information are a valuable trade-secret of Paragon and that unauthorized use or disclosure thereof by Client or its Representatives would result in irreparable harm to Paragon for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Paragon will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

8. **INSURANCE.** Paragon shall obtain and maintain insurance policies with such coverage, and in such amounts, as it determines is appropriate. At the Client's request, Paragon shall provide a copy of the declaration page of the insurance policies with a list of endorsements and forms. If so requested, Paragon will provide a copy of the policy endorsements and forms.

9. **DISCLAIMER.** EXCEPT FOR THE PARAGON WARRANTY EXPRESSLY GIVEN ABOVE, THE SERVICES AND THE PARAGON REPORTS ARE PROVIDED "AS IS." PARAGON HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PARAGON MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, THE PARAGON REPORTS, OR ANY OTHER PARAGON OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES, INFORMATION, MATERIALS OR OTHER MATTER WHATSOEVER (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM OR NETWORK), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION, MATERIALS OR OTHER MATTER (INCLUDING ANY SOFTWARE, HARDWARE, FIRMWARE, SYSTEM OR

NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY SOFTWARE AND MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY SOFTWARE OR MATERIALS.

10. LIMITATIONS OF LIABILITY.

a) EXCLUSION OF DAMAGES. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN SUBSECTION (C) BELOW, IN NO EVENT WILL PARAGON OR ANY OF ITS REPRESENTATIVES, LICENSORS AND SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF USE, DATA, BUSINESS, REVENUE, PROFIT, GOODWILL OR REPUTATION, (b) BUSINESS INTERRUPTION, INCREASED COSTS OR DIMINUTION IN VALUE, OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN SUBSECTION (C) BELOW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARAGON, ITS REPRESENTATIVES, LICENSORS, AND SUPPLIERS, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY PARAGON UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

c) Exceptions. The exclusions and limitations in this section do not apply to liability for the gross negligence or willful misconduct of Paragon, or for amounts for which Client is liable to a third-party due to Paragon's infringement or misappropriation of said third-party's intellectual property.

d) THIS SECTION SETS FORTH THE CLIENT'S SOLE REMEDY AND PARAGON'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY PARAGON WARRANTY OR OTHER OBLIGATION OF PARAGON SET FORTH IN THIS AGREEMENT.

11. NOTICES. Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Notice shall be delivered or mailed to:

PARAGON:

Karlee Bolaños, William Lowe, or Josh Steele  
Members  
Paragon Compliance, LLC  
P.O. Box 217  
Pittsford, New York 14534

Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. **ASSIGNMENT OF CONTRACT.** [Assignment requires the District's approval prior to execution of any assignment.] Neither party may assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of other party, except that such consent shall not be required in the event that (i) the assigning party is making such assignment in connection with the sale of its business or a division thereof to a third party, or the acquisition by a third party of a controlling interest in its business or a division thereof, and (ii) the assigning party has formed a subsidiary or joint venture through which the assigning party is conducting similar consulting services, and the assigning party is assigning all of its rights, duties, and obligations hereunder to such subsidiary or joint venture.

13. **FORCE MAJEURE.**

a) *No Breach or Default.* In no event will Paragon be liable or responsible to Client, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond Paragon's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism (including cyber-terrorism), invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action (including a failure to act) taken by a governmental or public authority, shortage of adequate power, telecommunications (including internet outage) or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 60 days or more.

b) *Affected Party Obligations.* In the event of any failure or delay caused by a Force Majeure Event, Paragon shall give prompt written notice to Client stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

14. **GOVERNING LAW.** This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Monroe, State of New York, or federal court located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated



in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.

15. **SEVERABILITY.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

16. **ENTIRE AGREEMENT.** This Agreement, together with Annex A, which is incorporated herein by this reference, constitutes the full and complete Agreement between Client and Paragon, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

17. **AGREEMENT CONSTRUCTION.** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

18. **AMENDMENT.** This Agreement may be amended only in writing and signed by the parties.

19. **NON-WAIVER.** No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

20. **EXPORT CONTROLS.** Client agrees to comply with, and to cause anyone with access to Data or any reports produced by Paragon pursuant to the Services (the "Reports") to comply with, all applicable export and re-export laws, regulations and decrees imposed by the government of the United States or any foreign jurisdiction, and will not cause the export or re-export of Reports or Data without first obtaining all required export licenses, assurances and other documentation. The Client shall not request Paragon to retrieve Data from, nor send Reports to, nor may Reports and Data be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Client represents and warrants that neither it nor its personnel are located in, under the control of, or a national or resident of any such country or on any such list. This Section shall survive the expiration or termination of this Agreement for any reason.

21. **AUTHORITY; COUNTERPART SIGNATURES.** The undersigned representative of each party hereby represents and warrants that the undersigned is an officer, director, or agent of such party with full legal rights, power and authority to enter into this Agreement on behalf of such party. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same

agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_, Authorized Officer

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

PARAGON COMPLIANCE, LLC

By: Karlee Bolanos, Authorized Officer

Print Name: KARLEE BOLANOS

Attachments:

1. Annex A
2. Annex B

**ACA CONTRACT ANNEX A**

Paragon Compliance, LLC Billing Options and Price Schedule for Client Contract\*

EAST HAMPTON UNION FREE SCHOOL DISTRICT

<b>BILLING OPTION SELECTED:</b>	Monthly: Twelve equal monthly installments due on the 1 <sup>st</sup> of each month; first payment due on 2/1/18
<b>SERVICE 1:</b> Initial Assessment or Onboarding	<b>SERVICE 1 PRICE:</b> N/A for Clients Transitioning from HB Solutions
<b>SERVICE 2:</b> Tracking & Reporting or STAR	<b>SERVICE 2 PRICE:</b> STAR at \$4.75 per employee per month
Applicable Client Employee Count**	511
Self-Insured Cost	\$300 per month
<b>ADDITIONAL SERVICES:</b>	Not requested
<b>TOTAL</b>	\$32,727 total, payable in twelve equal monthly installments of \$2,727.25

Clients selecting the ANNUAL PAYMENT OPTION will receive a 5% discount off of the total annual fees if payment is received by February 1.

**Kindly remit your payment to:**  
**Paragon Compliance, LLC**  
**PO Box 217**  
**Pittsford, NY 14534**

Please email [clientservices@paragoncompliancelc.com](mailto:clientservices@paragoncompliancelc.com) with any questions.

\* For full pricing detail, please refer to Detailed Pricing Sheet provided at time of sale (Annex B)

\*\* Client's monthly employee count shall be determined by calculating the Client's average monthly employee count from the previous year and will remain constant for all 12 months.

\*\*\*Clients who purchase both the "IRS Transmittal Only Service" in 2018 and our premium Initial Assessment and STAR services beginning in 2019 will receive a credit of up to 100% of the 2018 Transmittal Only Service \$5000 set-up fee toward the cost of the 2019 services. Clients who purchase both the "IRS Transmittal Only Service" in 2018 and our Tracking & Reporting services beginning in 2019 will receive a credit of up to 75% of the 2018 Transmittal Only Services \$5000 set-up fee toward the cost of the 2019.

\*\*\*\*\*Pricing Guaranteed 60 days from the date of this agreement.

**ACA CONTRACT ANNEX B****Paragon Compliance, LLC General Terms of Pricing and Service Description****One Time Start-Up Services: Comprehensive Initial Assessment or Basic Onboarding Only**

- ❖ **Initial Assessment:** A complete audit of your workforce and relevant policies as they relate to ACA compliance. At the conclusion you receive a comprehensive report written by one of our expert consultants. This is the most comprehensive way to kick off your compliance program.
- ❖ **Onboarding:** Historic data is gathered, basic validation is conducted, and the data is loaded into Paragon's ACA tracking and reporting software. Once onboarding is completed, you will be ready to begin a monthly compliance program.

**Monthly Compliance Program Services: ACA STAR<sup>sm</sup> or Tracking & Reporting**

- ❖ **ACA STAR:** Our Premier Service, ACA STAR gives you all the information you need to manage your ACA compliance PLUS dedicated staff members and consultants will be assigned to your account to guide you every step of the way. ACA STAR includes detailed monthly reporting, ongoing analysis of monthly reports, as well as creation of and comprehensive validation of your annual IRS forms and reporting.
- ❖ **Tracking and Reporting:** Essential monthly ACA compliance reports are created and provided to you for your use in administering an internal ACA compliance program. Of course, this service also includes creation of the required annual IRS forms and reporting.

<b>Single-ID Getting Started/Set-Up</b>				
Initial Assessment (one-time fee, per employee)	\$35	\$30	\$25	\$20.00
Onboarding (one-time fee, per employee)	\$15	\$13.75	\$12.50	\$10.00
<b>Single-ID Monthly Services</b>				
ACA STAR <sup>sm</sup> (per employee/ month, minimum \$575/month)	\$5.25	\$4.75	\$3.25	\$3.25
Tracking & Reporting (per employee/month, minimum \$375/month)	\$2.75	\$2.25	\$1.75	\$1.25
<b>Multi-ID Getting Started/Set-Up</b>				
Initial Assessment (one-time fee, per employee)	\$45	\$35	\$30	\$25.00
Onboarding (one-time fee, per employee)	\$18.50	\$17.00	\$15.25	\$12.25
<b>Multi-ID Monthly Services</b>				
ACA STAR <sup>sm</sup> (per employee/month, minimum \$575/month)	\$6.50	\$5.75	4.00	\$4.00
Tracking & Reporting (per employee/month, minimum \$375/month)	\$3.50	\$2.75	\$2.15	\$1.55
<b>Self-Insured</b>				
Monthly fee in addition to other services	\$100	\$200	\$300	\$400
<b>Additional ACA Services</b>				
Service Options: ACA IRS Audit & Review Custom Compliance Program Design Other Consulting Services as Requested	\$15,000	\$25,000	\$35,000	\$45,000
1095-C Form Audit & Review	\$7.50 per form	\$7.50 per form	\$7.50 per form	\$7.50 per form

**Other Fees That May Apply**

- Year-end reporting is included in ACA STAR and Tracking & Reporting Services. Standard rates apply to organizations whose employee turnover rate remains at or below 10% per year. Should an employer exceed a 10% turnover rate in a given year, a surcharge of \$2.50 per employee in excess of 10% would be applied for the preparation of additional required government forms.
- Consulting Fees - If the Client engages Paragon's experts outside the scope of services described above or in the Agreement, the cost is \$325 per hour.
- Should the Client incur data charges as described in Section 2(b) or other data charges the cost is \$150 per hour.

Mr. Robert Hauser  
Superintendent of Schools  
Ms. Aleta Parker  
Assistant Superintendent  
of Curriculum & Instruction  
Mr. Michael Miller  
Principal  
Mrs. Melisa Stiles  
School Business  
Administrator

# Bridgehampton Union Free School District



Accredited by the Middle States Association/Council on Elementary and Secondary Education

Board of Education  
Ronald White,  
President  
Lillian Tyree-Johnson,  
Vice President  
Douglas DeGroot  
Jennifer Vinski  
Kathleen McClelland  
Michael Gomberg  
Markanthony Verzosa

## HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 3rd day of May, 2018 by and between the Board of Education of the Bridgehampton Union Free School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at PO Box 3021, 2685 Montauk Highway, Bridgehampton, NY 11932 and the Board of Education of the East Hampton Union Free School District (hereinafter "SENDER"), having its principal place of business for the purpose of this Agreement at 4 Long Lane, East Hampton, NY 11937.

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

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

WHEREAS, PROVIDER has received a request(s) from said non-public schools for the provision of health and welfare services to the aforementioned students,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby mutually agree as follows:

1. The term of this Agreement shall be from September 6, 2017 through June 22, 2018 inclusive.
2. PROVIDER warrants that the health and welfare services will be provided by licensed health care providers. PROVIDER further represents that such services shall be performed by health care providers that are licensed under the laws of the State of New York, including New York State Department of Health and the State Education Department licensing requirements, if applicable. PROVIDER further represents that such services will be in accordance with all applicable provisions of Federal, State, and local laws, rules, and regulations, including Section 912 of the Education Law, and the student's IEP, if applicable. PROVIDER shall certify that all service providers possess documentation evidencing such license qualifications as required by Federal, State, and local laws, rules, regulations and orders.
3. PROVIDER understands and agrees that it will comply and is responsible for complying with all applicable Federal, State, and local laws, rules, and regulations with respect to the services provided pursuant to this Agreement.
4. The services provided by PROVIDER shall be consistent with the services available to students attending public schools within the PROVIDER School District; and may include, but are not limited to:

P.O. Box 3021, 2685 Montauk Highway, Bridgehampton, NY 11932  
Telephone: (631) 537-0271 [www.bridgehampton.k12.ny.us](http://www.bridgehampton.k12.ny.us) Facsimile: (631) 537-9038

*It is the mission of the Bridgehampton School to inspire lifelong intellectual curiosity and respectful individual expression by reaching beyond our school community and teaching all students the essential skills to actively participate in the global community and to flourish in the 21<sup>st</sup> Century.*

- a. annual medical inspection, school nursing services, examination for employment certificates, notification of parents regarding defects and follow-up, instructions for the first aid care for school emergencies;
- b. the party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the non-public school: scales, vision and hearing testing devices, health record forms, first aid supplies.

*It is expressly understood and agreed between the parties that the services to be provided pursuant to this Agreement shall not include any teaching services.*

5. In exchange for the provision of health and welfare services pursuant to this Agreement, SENDER agrees to pay PROVIDER the sum of \$ 1,294.22 per eligible pupil for the 2017-18 school year.
6. SENDER shall pay PROVIDER within thirty (30) days of SENDER's receipt of a detailed written invoice from PROVIDER. Said invoice shall specify the services provided, dates that the invoice covers, and the total amount due for the period specified.
7. If, during the term of this Agreement, a student becomes eligible to receive services pursuant to this Agreement, PROVIDER shall undertake to provide services pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
8. If, during the term of this Agreement, a student ceases to be eligible to receive services pursuant to this Agreement, PROVIDER shall no longer be responsible for providing services to that student pursuant to this Agreement, and the amount of compensation owed by SENDER shall be prorated accordingly to accurately reflect the period of time services were provided to the student.
9. PROVIDER shall furnish any supplies or equipment necessary to provide the services pursuant to this Agreement to the extent such items are not provided by the non-public school.
10. Both parties agree to provide the State access to all relevant records which the State requires to determine either PROVIDER's or SENDER's compliance with applicable Federal, State, or local laws, rules, or regulations with respect to provision of services pursuant to this Agreement. Both parties agree to retain all materials and records relevant to the execution or performance of their obligations pursuant to this Agreement accordance with the record retention requirements for such materials and records.
11. Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and shall comply with said Regulations, if applicable.
12. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided

for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

13. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age, disability, or sponsorship.
14. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

PROVIDER: Superintendent of Schools  
P.O. Box 3021  
2685 Montauk Highway  
Bridgehampton, NY 11932

SENDER: Superintendent of Schools  
4 Long Lane  
East Hampton, NY 11937

15. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
16. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.
17. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
19. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
20. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
21. It is mutually agreed that this contract shall not become valid and binding upon either party until the contract is approved by the Superintendent of Schools for the SENDER School District.



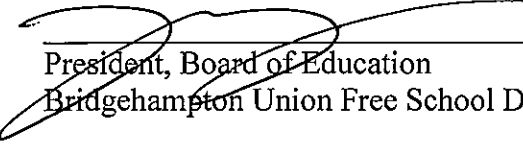
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

SENDER School District,

\_\_\_\_\_  
Superintendent of Schools  
East Hampton Union Free School District

PROVIDER School District

SENDER School District

  
\_\_\_\_\_  
President, Board of Education  
Bridgehampton Union Free School District

\_\_\_\_\_  
President, Board of Education  
East Hampton Union Free School District