

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, May 16, 2017

AGENDA

1. Executive Session (5:30 p.m. to 6:00 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:00 p.m.
2. Call Meeting to Order
3. Pledge
4. Presentation -
 - Malawi, Africa Student Trip – William Barbour and Kathleen Brown
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
9. New Business
 1. Vocational Education for the Next Generation
10. News of the Schools
11. Public Comments
12. Adjournment

Superintendent's Report and Recommendations:

1. Recommended: That the Board accept the Minutes of May 2, 2017 as written and place on file.
2. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Catherine Helfand tenure in the area of Secondary Mathematics effective September 1, 2017.
3. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Loren Bennett tenure in the areas of Secondary Social Studies and English To Speakers of Other Languages effective September 1, 2017.
4. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Ingrid Tejada tenure in the area of Special Education effective September 1, 2017.
5. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Michael Buquicchio tenure in the area of Library Media Specialist effective September 17, 2017.
6. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Alisa Sanabria tenure in the area of Teacher Assistant effective September 1, 2017.
7. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Barbara Bock tenure in the area of Teacher Assistant effective October 22, 2017.
8. Recommended: That the Board approve the following Resolution: RESOLVED, that in compliance with the provisions of Section 3012 of the Education Law and part 30.3 of the rules of the Board of Regents, and upon the recommendation of the Superintendent of Schools, that the East Hampton Union Free School District Board of Education grant Karen DeFronzo tenure in the area of Teacher Assistant effective October 22, 2017.

9. Recommended: That the Board approve the amended medical leave of absence for Toni Ann Schmitt, Reading Teacher, that became effective December 15, 2016, and is extended as an unpaid leave effective May 15, 2017 through the remainder of the 2016-2017 school year.
10. Recommended: That the Board approve the following amended Resolution: Ellen Kevles, is, upon the recommendation of the Superintendent of Schools, appointed to a Reading Teacher position as a leave replacement retroactive to March 8, 2017 through the remainder of the 2016-2017 school year at an annual salary of \$53,721.00 (Step 1/A) pro-rated.
11. Recommended: That the Board accept the letter of retirement from Linda Cameron, Elementary Teacher, effective June 30, 2017.
12. Recommended: That the Board accept the letter of retirement from Darlene Rigby, Paraprofessional, effective June 30, 2017.

13. Recommended: That the Board approve the following appointment for the 2016-2017 school year:

After School HS Transition Support

(Title I Grant Funded at the professional hourly rate of \$73.50)

Denise Clarke-Klein – effective 5-17-17

14. Recommended: That the Board approve the following appointments for the 2017-2018 school year:

2017 Summer School Program

Richard King – Summer School Principal at a stipend of \$10,000.00

Timothy Fromm – Summer School Facilitator at a stipend of \$5,000.00

15. Recommended: That the Board approve the following Resolution: BE IT HEREBY RESOLVED THAT the Board of Education of the East Hampton Union Free School District approves the terms of a Memorandum of Agreement dated May 16, 2017 between the Board of Education and the East Hampton School Related Professional Association regarding the waiver of District health insurance; and

BE IT FURTHER RESOLVED that the Board President is authorized to execute the said Memorandum of Agreement on behalf of the Board.

16. Recommended: That the Board approve the following Resolution: BE IT HEREBY RESOLVED THAT the Board of Education of the East Hampton Union Free School District approves the terms of a Memorandum of Agreement dated May 16, 2017 between the Board of Education and the East Hampton Teachers' Association regarding the designation of August 30, 2017 as a Professional Growth Day for the 2017-2018 school year; and

BE IT FURTHER RESOLVED that the Board President is authorized to execute the said Memorandum of Agreement on behalf of the Board.

17. Recommended: That the Board approve the Contract between East Hampton Union Free School District and Yolanda Santiago, EDS, in the amount of \$700.00 for providing professional consulting services on April 19, 2017.
18. Recommended: That the Board approve the following Resolution: RESOLVED, That the Board designate, for the 2017-2018 school year, the date of Tuesday, July 11, 2017 for the East Hampton Union Free School District Board of Education's Reorganizational and Regular Meeting.
19. Recommended: That the Board approve the following amended Resolution: RESOLVED, That the Board approve the High School Music Department student trip (approximately 200 students) to Hershey Park, Hershey, Pennsylvania from May 19, 2017 to May 21, 2017. The chaperones are as follows: Troy Grindle, Christopher Mandato, Dylan Greene, Jonathan Howe, Debora Mansir, Leah Fitzgerald, Joshua Brussell, Mindy Molter, Michael Buquicchio, Timothy Fromm, Christine Fromm, Luke Goodstein, Erik Hamer, Tiffany Lamprecht, Andrea Hernandez, and Lisa Lawler. The estimated cost of the trip is \$48,525.00, including hotel and transportation costs. All costs will be borne by the individual students at an estimated cost of \$242.63. Fundraising will off-set the entire cost of the trip, and there is no cost to the District.
20. Recommended: That the Board approve the 2016-2017 Health and Welfare Services Agreement between East Hampton Union Free School District and Riverhead Central School District in the amount of \$2,203.63.
21. Recommended: That the Board approve the 2016-2017 Health and Welfare Services Agreement between East Hampton Union Free School District and Bridgehampton Union Free School District in the amount of \$38,635.52.
22. Recommended: That the Board approve payment of designated pre-approved Facilitators the professional rate of pay for the following elementary school evening events: Family Game Night; Bedtime Story Night; International Heritage Fair; and Invention Convention. Said designated Facilitators must be pre-approved by both the Building Principal and Superintendent Schools before the evening event occurs.
23. Recommended: That the Board authorize the Assistant Superintendent for Business to make year-end budget transfers for the school year ending June 30, 2017.
24. Recommended: That the Board approve the following Budget Transfers:
 - a. BLDG.-Level Supplies, MS \$12,000.00 / From A2020.1610-14 to A2020.4500-03
BLDG.-Level Contractual, MS \$2,000.00 / From A2020.1610-14 to A2020.4000-03
(Middle School Central Office refurbishing)
 - b. BOCES Personnel Services, \$9,855.00 / From A1310.4900-04 to A1430.4900-04
(Funds budgeted in another account)
 - c. T.A.N. Annual Interest, \$20,200.00 / From a9010.8000-04 to A 9760.7000-00
(Funds to pay interest for the TAN)

Memorandum of Agreement
Regarding Waiver of District Health Insurance

The duly authorized representatives of the Board of Education of the East Hampton Union Free School District ("District") and the East Hampton School Related Professional Association ("Association") have negotiated in good faith regarding payment to unit members who waive District-provided health coverage. The parties hereby agree to amend Article 3.05 (Health and Dental Insurance) Section H of the parties' 2012-2016 collective bargaining agreement such that this section reads in its entirety as follows:

"H. Health Insurance Waiver

"1. Any full-time unit member eligible to receive District-provided health coverage (either family or individual coverage) may annually opt to waive District health coverage, provided that the unit member submits proof of alternative health coverage. In no event shall the District provide two health plans for spouses, or for a parent and child under age 26 who is covered under the parent-employee's family health plan; in either case, however, a waiver would be available.

"2. A unit member who waives District health coverage will receive a waiver payment in the amount of \$4,000 for waiving health coverage for a twelve-month period. In the event that fifty or more District employees opt to discontinue District health coverage in a given year, and the number of waivers is 50 or more as of June 1st of that waiver year, the waiver payment shall be increased to \$6,000 for such year.

"3. Waiver payments shall be made in June following the end of the twelve month period for which District health coverage was waived.

"4. Nothing contained herein shall preclude a unit member from re-entering the District's health insurance coverage within the twelve-month period in accordance with the carrier's rules, provided, however, that in such case, the waiver payment shall be pro-rated.

"5. The parties agree that as a participating agency of the New York State Health Insurance Plan ("NYSHIP"), the District is obligated to comply with the rules and regulations of NYSHIP. Therefore, in the event that a final ruling of a court having appropriate jurisdiction determines that NYSHIP Participating Agencies are (or are not) authorized to offer a financial incentive to employees who decline NYSHIP coverage while remaining covered by NYSHIP through a spouse or parent, the District shall comply with that determination. To the extent that such financial incentives are determined to be permissible, unit

members who were otherwise eligible for such incentive and declined District health coverage but were precluded from receiving same during the pendency of the litigation shall be paid the monies withheld during the pendency of the litigation, with payment made within 60 days of the final determination by a court of appropriate jurisdiction.”

Dated: _____, 2017

For the District:

James P. Foster, President
Board of Education

For the Association:

Valerie A. Bates
Valerie Bates, President
East Hampton School Related
Professional Association

MEMORANDUM OF AGREEMENT BETWEEN THE
EAST HAMPTON UNION FREE SCHOOL DISTRICT (EHUFSD) AND THE
EAST HAMPTON TEACHERS' ASSOCIATION (EHTA)

WHEREAS, the EHUFSD (the "District") and the EHTA (the "Association") are parties to a collective bargaining agreement (the "Agreement") in effect for the period July 1, 2016 through June 30, 2019; and

WHEREAS, the Length of School Year/Length of School Day and the schedule of professional growth days have been collectively bargained and are designated in Section 1.05 A of the Agreement; and

WHEREAS, the District and the Association mutually recognize the need for professional growth days and are concerned with achieving that goal due to the constraints of the 2017-2018 school calendar; and

WHEREAS, the District and the Association desire to resolve any and all issues that have evolved in connection with the afore-mentioned concerns;

NOW, THEREFORE, the parties agree to the following:

1. All teachers and teaching assistants will receive credit for one (1) full day of professional growth for reporting to work on August 30, 2017. This day will fulfill one of the three (3) professional growth days required under Section 1.05 A of the Agreement.
2. Teachers and teaching assistants will report to school at their normal time pursuant to Section 1.05 B and follow the sign in and out protocol for their building.
3. Principals/Directors will send out a schedule of times and a description of professional growth planned for the day no later than June 22, 2017.
4. On August 30, 2017, all teachers and teaching assistants will be entitled to a forty-one (41) minute uninterrupted lunch period, and a forty-one (41) minute uninterrupted, undirected period for the purpose of preparing for the opening of school.
5. Any teacher or teaching assistant unable to be in attendance on August 30, 2017 or portions thereof for personal reasons will be charged a personal day, based on the following: 6 hours = 1 personal day, 3 hours = $\frac{1}{2}$ personal day. Such teachers and teaching assistants will not be required to request the time as a personal day, but will be charged personal leave based on the sign in/sign out record of the day.
6. Any teacher or teaching assistant that is unable to attend that day, or portions thereof, for personal reasons will not be required to request the time as a personal day. He or she will be charged personal leave based on the sign in/sign out record of the day.

7. August 30, 2017 will be included in the 2017-2018 school calendar as a workday which will constitute the first day of work for teachers and teaching assistants for the 2017-18 school year.

8. Support Service Teachers, required to work on August 30, 2017 pursuant to Sections 2.06 and 2.07 of the Agreement shall be required to fulfill the six hours (6) of professional growth during the school year. The scheduling of the professional growth will be arranged between the Support Service Teacher and the building principal.

9. This Memorandum of Agreement shall apply only to the 2017-2018 school year, shall not establish any form of precedent, and its terms shall expire on June 30, 2018.

10. Except as modified herein, all provisions of the Agreement remain in full force and effect.

11. This Memorandum of Agreement is subject to the approval of the District's Board of Education and the Association's Executive Board.

Dated: _____

Richard Burns
Superintendent, EHUFSD

Arthur Goldman President, EHTA

Contract with Yolanda Santiago- Educational Consultant

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

Term:

This agreement shall continue in full force and effect through the period ending 30 June 2017, inclusive, unless terminated as hereinafter specified in this agreement.

Conditions:

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

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

Services:

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

Compensation:

Yolanda Santiago will charge the District \$700.00 for her services on April 19, 2017.

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

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

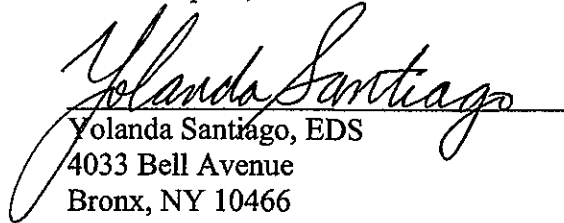
To Consultant: Yolanda Santiago, EDS
4033 Bell Avenue
Bronx, NY 10466



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

President, Board of Education
East Hampton Union Free School District
4 Long Lane
East Hampton, NY 11937

Date: _____



Yolanda Santiago, EDS
4033 Bell Avenue
Bronx, NY 10466

Date: April 27, 2017

APR 27 2017

RECEIVED

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ by and between 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, New York, 11937 and the Board of Education of the Riverhead Central School District (hereinafter "PROVIDER"), having its principal place of business for the purpose of this Agreement at 700 Osborn Avenue, Riverhead, New York 11901.

WITNESSETH

WHEREAS, SENDER is authorized pursuant to Section 912 of the Education Law, to enter into a contract with PROVIDER 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 July 1, 2016 through June 30, 2017 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 will 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:

- a. all services performed by a physician, physician assistant, dentist, dental hygienist, registered professional nurse, nurse practitioner, school psychologist, school social worker, or school speech therapist,
- b. dental prophylaxis,
- c. vision and hearing screening examinations,
- d. the taking of medical histories and the administration of health screening tests,
- e. the maintenance of cumulative health records, and
- f. the administration of emergency care programs for ill or injured students.

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 \$676.79 per eligible pupil for the 2016 - 2017 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 in 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:

SENDER: Isabel Madison, Assistant Superintendent for Business
4 Long Lane
East Hampton, NY 11937

PROVIDER: Sam Schneider, Deputy Superintendent
700 Osborn Avenue
Riverhead, NY 11901
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.

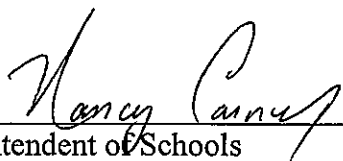
18. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations
19. This Agreement is the complete and exclusive statement of the Agreement 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 East Hampton Union Free School District.

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

East Hampton Union Free School District,

Riverhead Central School District,

Superintendent of Schools



Superintendent of Schools

East Hampton Union Free School District,

Riverhead Central School District,

President, Board of Education



President, Board of Education



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

Bridgehampton Union Free School District

P.O. Box 3021, 2685 Montauk Highway, Bridgehampton, NY 11932

Telephone: (631) 537-0271

www.bridgehampton.k12.ny.us

Facsimile: (631) 537-9038

Lois R. Favre, Ed.D.
Superintendent/Principal

Robert Hauser, CPA
Assistant Superintendent, Finance & Facilities

HEALTH AND WELFARE SERVICES AGREEMENT

This Agreement is entered into this 4th day of May, 2017 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, 2016 through June 23, 2017 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:

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 21st 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 \$ 1,207.36 per eligible pupil for the 2016-17 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.

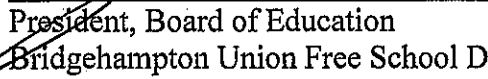
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written above.

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