

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, December 20, 2016

AGENDA

1. Executive Session (5:30 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. Presentations –
 - GEHEF Mini Grant Recipients – Teresa Talmage
 - District Use of Instructional Technology – Dr. Robert Hagan
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. Superintendent's Report and Recommendations
7. Old Business
 1. Reminder – 1/3/17 Board Meeting Cancelled
 2. Sandpebble Update
8. New Business
9. News of the Schools
10. Public Comments
11. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of December 6, 2016 as written and place on file.
2. Recommended: That the Board approve a medical leave for Toni Ann Schmitt, Reading Teacher, effective December 15, 2016 through January 6, 2017.
3. Recommended: That the Board adopt the Board Goals as written and place on file.

Superintendent's Report and Recommendations:

1. 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 the Memorandum of Agreement dated December 1, 2016 between the District and the East Hampton Teachers' Association regarding the terms and conditions of employment for the members of the teachers' bargaining unit; and

BE IT FURTHER RESOLVED that the President of the Board is authorized to execute the resulting collective bargaining agreement on behalf of the Board.

2. Recommended: That the Board approve the following Resolution: RESOLVED, Amanda Usher, is, upon the recommendation of the Superintendent of Schools, appointed to a English teaching position as a leave replacement commencing on December 21, 2016 and expire on or about February 10, 2017, on a per diem basis, at an annual salary based on BA/Step1 (\$268.60) per day).
3. Recommended: That the Board approve the following amended appointment for the 2016-2017 school year:
EHMS Before and After School Program @ the hourly professional rate of \$73.50
Reading & Math Academy – Alexandra McCourt
4. Recommended: That the Board approve the Service Provider Contract between East Hampton Union Free School District and Devin Thornburg for the purpose of providing ELL and special education professional development services, and is to be paid \$800.00 per day (Title III grant funded) for a maximum of four days for the 2016-2017 school year.
5. Recommended: That the Board approve the first and final reading of the East Hampton Union Free School District 2017-2018 School Calendar.
6. Recommended: That the Board approve the IRS's decreased mileage rate of 53.5 cents per mile for business travel effective January 1, 2017.
7. Recommended: That the Board approve the following Budget Transfers:
 - a) Co-Curric. Instruct., HS, \$9,500.00 / From A2131.1310-12 to A2806.1540-12 (moving funds from drama to co-curriculum)
 - b) Co-Curric. Instruct., MS, \$7,000.00 / From A2131.1310-13 to A2806.1540-13 (moving funds from drama to co-curriculum)
 - c) Co-Curric. Contractual, HS, \$8,341.50 / From A2131.4000-02 to A2806.4000-12 (moving funds from drama to co-curriculum)

- d) Co-Curric. Contractual, MS, \$6,205.00 / From A2131.4000-03 to A2806.4000-13
(moving funds from drama to co-curriculum)
- e) Co-Curric. Mat. & Suppl., \$2,550.00 / From A2131.4500-02 to A2806.4500-12
(moving funds from drama to co-curriculum)

Memorandum of Agreement

The negotiating teams representing the Board of Education of the East Hampton Union Free School District ("District") and the East Hampton Teachers Association ("Association") representing the teachers' bargaining unit, have negotiated in good faith with respect to the terms and conditions of employment of the members of the teachers' bargaining unit. Except as noted below, the terms of the parties' 2012-2016 collective bargaining agreement shall remain in full force and effect. The parties acknowledge that the terms of this Memorandum of Agreement are subject to ratification by the members of the bargaining unit and approval by the Board of Education. The members of the bargaining teams hereby acknowledge their obligation pursuant to the Taylor Law to affirmatively recommend approval of these terms by their respective constituencies.

1. Duration: Article 1.17

Three years: July 1, 2016 - June 30, 2019

2. Salary: Schedule A

- Effective 7/1/16: .5% added to salary schedule; full increment
- Effective 7/1/17: 1% added to salary schedule; full increment
- Effective 7/1/18: .75% added to salary schedule and all hourly rates and stipends (except longevity stipends); full increment.
(See Attachment 1.)

3. Longevity Stipends: Schedule A

- Delete reference to Year 22 longevity stipend.
- Amend such that the reference to Longevity Stipends reads in its entirety as follows:
"Year 24+ Teachers will receive an additional \$1,400, not added to base salary.
The Longevity Stipends will expire on June 30, 2019."

4. Health and Dental Insurance:

- Article 5.01 B. Amend to read in its entirety:

"1. During school year 2016-2017, the District will be responsible for 86.5% of the total cost of the health plan and the employees will be responsible for 13.5% of the total cost of the health plan.

2. During school year 2017-2018, the District will be responsible for 86% of the total cost of the health plan and the employees will be responsible for 14% of the total cost of the health plan.

3. During school year 2018-2019, the District will be responsible for 85.5% of the total cost of the health plan and the employees will be responsible for 14.5% of the total cost of the health plan."

- Article 5.01 C. Add the following: "This provision shall expire on June 30, 2017."

- Article 5.01 E. Amend to read in its entirety:

"E. 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 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."

5. Parent Communication: Article 1.08.

Amend to read in its entirety as follows:

"Communication with District parents through a "parent portal" within the District's student records and management system is to be observed by members of the teachers' unit."

6. Staffing Advice: Article 1.13

Amend to read in its entirety:

“The EHTA President shall be consulted in an advisory capacity in connection with school staffing needs prior to the posting, interviewing and hiring of such personnel.”

7. Paraprofessionals: Article 1.16

Delete this provision in its entirety

8. 6-12 Teacher Assignments: Article 2.01

- Replace “projected” with “tentative” in the first sentence.

9. Student Loads for Teachers in Academic Departments Grades 6-12: Article 2.02

- 2.02.1: Full-time teaching student load: 133; pro-rated for less than full-time.

-2.02.2: Delete “(including program and department coordinators).”

- 2.02.3: Date for calculation of overages:

Fall classes: Third Monday after classes begin

Spring classes: Second Monday after classes begin

- Article 2.02.2 and Article 4.02 shall be amended to conform to the above, namely, four classes-106 students; three classes-80 students; two classes – 53 students; one class – 27 students.

10. Grades K-5 Teacher Assignments: Article 2.03

- Replace “projected” with “tentative” in the first sentence.

- Amend Article 2.03.2 to read in its entirety as follows:

“2. (a) All teachers shall have at least eight prep/prep available periods per week. Core, TESOL, Special Education and Science teachers shall have nine. All prep/prep available periods shall be at least forty minutes in length. Of the prep/prep available periods, one per week may be utilized for grade level and team meetings, student and/or parent meetings, staff meetings and meetings with building and/or district administration. Additionally, two per week may be utilized for professional growth. The professional growth periods shall only occur once per day on days teachers have more than one prep/prep available period and will not be utilized more than once every eight weeks, the eight weeks commencing with the first scheduled professional growth period. All prep/prep available periods used for professional growth shall be scheduled four weeks in advance and notice given to the affected teachers.

“(b) The above shall be implemented in the 2016-17 school year, when feasible, by mutual agreement of the Administration and EHTA representatives. Full implementation shall be made in the 2017-18 school year.”

11. Class Coverage: Article 2.05

Increase the maximum number of coverages from two to five classes per school year.

12. Support Service Teachers: Article 2.06

Add the following to section E:

“Nurses attending dances, proms or field trips in their professional capacity at the request of the principal shall be paid 1/200 of their regular salary for a full day, pro-rated for hourly work.”

13. K-12 Program Coordinators: Article 2.08.1

- Unified Arts and Music K - 12 Coordinators.

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent.
- No duty periods, excluding a homeroom.
- 2016-17: 3 teaching periods; student load 77; stipend \$9,223
- 2017-18: 3 teaching periods; student load 77; stipend \$9,223
- 2018-19: 3 teaching periods; student load 77; stipend \$9,292

- Physical Education K - 12 Coordinator

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent.
- No duty periods, excluding a homeroom.
- 2016-17: 3 teaching periods; student load 77; stipend \$9,223
- 2017-18: 5 teaching periods; student load 110; stipend \$13,000
- 2018-19: 5 teaching periods; student load 110; stipend \$13,098

14. Grades 6-8 Lead Teachers: Article 2.08.2

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent, upon recommendation of Building Principal.
- 2016-17: stipend \$1,919
- 2017-18: stipend \$1,919
- 2018-19: stipend: \$1,933

15. Grades K-5 Principal's Cabinet Representatives: Article 2.08.3

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent, upon recommendation of Building Principal.
- 2016-17: stipend \$1,919
- 2017-18: stipend \$1,919
- 2018-19: stipend: \$1,933

16. Grades K-5 Special Education Representative: Article 2.08.4

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent.
- Modify section C. "Job Responsibilities" as per Attachment 2.
- 2016-17: stipend \$3,918
- 2017-18: stipend \$3,918
- 2018-19: stipend \$3,947

17. 9-12 School Counseling (Guidance) Program Coordinator: Article 2.08.5

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent.
- One year term, effective beginning with 2016-17;
- 2016-17: stipend \$7,905
- 2017-18: stipend \$7,905
- 2018-19: stipend \$7,964

18. 9-12 and 6-12 Department Coordinators: Article 2.08.6

6 - 12 ENL and LOTE Coordinators:

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent; all other provisions remain unchanged
- 2016-17: stipend \$7,905
- 2017-18: stipend \$7,905
- 2018-19: stipend \$7,964

9 - 12 Department Coordinators of English, mathematics, science, social studies, and special education:

Amend current language within article to provide for the following:

- Eliminate selection committee; selection by Superintendent.
- No duty periods, excluding a homeroom.
- 2016-17: 4 teaching periods; student load 102; stipend \$7,905
- 2017-18: 5 teaching periods; student load 110; stipend \$10,000
- 2018-19: 5 teaching periods; student load 110; stipend \$10,075

19. 6-8 Middle School Study Skills Program Coordinator: Article 2.08.7

Eliminate position effective June 30, 2017.

20. Definition of Terms: Article 2.09

- Amend Article 2.09.D. such that traveling teachers with more than 80 students will not be assigned to a sixth teaching period.

- Amend Article 2.09.I. to read in its entirety as follows:

“(a) Preparation, Preparation/Available periods: All teachers in grade sixth through twelve shall be guaranteed two prep periods per day. Of these, four per week shall be designated as “prep/available”; two per week may be utilized for grade level and team meetings, student and/or parent meetings, staff meetings and meetings with building and/or district administration and two per week may be designated professional growth periods. The professional growth periods shall only occur once per day and will not be utilized more than once every eight weeks, the eight weeks commencing with the first schedule professional growth period. All prep/prep available periods used for professional growth shall be scheduled four weeks in advance and notice given to the affected teachers.

“(b) The above shall be implemented, in the 2016-17 school year, when feasible, by mutual agreement of the Administration and EHTA representatives. Full implementation shall be made in the 2017-18 school year.”

21. **Sick Leave: Article 3.05.F.1.**

Amend 3.05.F.1 to reads in its entirety as follows:

“3.05.F Personal Days/Leaves:

Amend Article 3.05.F.1 to read in its entirety as follows:

1. Members will be entitled to take a personal leave with notification to the building principal and Superintendent (** exceptions noted below*). It is understood that the purpose of these days is to be of a non-recreational nature and that the use of these days will be charged as personal days to your accrued sick/personal leave. Personal leave days for court appearances related to EHUFSD school district business, civic duty, or jury duty will not be deducted from the member’s accrued total.

** Exceptions noted below* must be presented to the building principal at least one week in advance. All applications for exceptions will be forwarded to the Superintendent for review and final decision. Documentation for exceptions will be provided upon the request of the Superintendent.

a. Any application for personal leave for one day prior to/or after scheduled holiday or school break.

b. Any application for personal leave for more than two consecutive work days.

c. Any application for personal leave of two days attached to a weekend. (Will be given only once during the school year without application to the Superintendent.)”

Delete 3.05.F.2; re-number remaining subsections.


22. Athletic Coaching Assignments: Levels and Salary Supplements: Article 3.15
and

Co-Curricular Activities: Article 3.16:

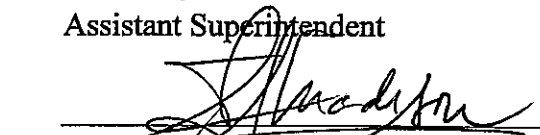
- Stipends shall be increased effective 7/1/18 by .75%.
- The following coaching levels shall be moved from Level III to Level II, effective with the 2016-17 school year: Varsity Fall and Winter Cheerleading; Varsity Golf; Varsity Boys' and Girls' Tennis; Varsity Boys' and Girls' Swimming; Varsity Bowling.
- The following coaching levels shall be moved from Level IV to Level III, effective with the 2016-17 school year: Junior Varsity Fall and Winter Cheerleading; Junior Varsity Golf.

Dated: East Hampton, New York
December 1, 2016

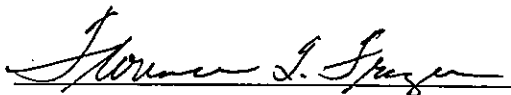
For the District:



Robert Tymann
Assistant Superintendent

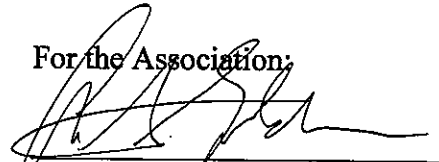


Isabel Madison
Assistant Superintendent




Florence T. Frazer
District Labor Counsel

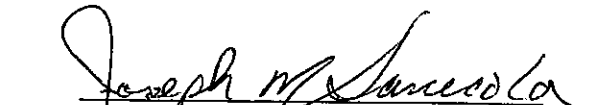
For the Association:



Arthur Goldman
President



Catherine Cafiso
First Vice President



Joseph M. Sanicola

EAST HAMPTON SCHOOL DISTRICT SERVICE PROVIDER CONTRACT

THIS AGREEMENT is entered into this 1st day of January by the Board of Education of the East Hampton School District School District (hereinafter "District"), and Devin Thornburg (hereinafter "Provider").

TERM:

This AGREEMENT shall commence on January 21, 2017, and continue through the period ending January 31, 2018, unless earlier terminated.

CONDITIONS:

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

1. Provider will be engaged as an Independent Contractor and therefore be solely responsible for payment of federal and state income taxes applicable to this AGREEMENT.
2. Provider 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 Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. District, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.

SERVICES AND RESPONSIBILITIES:

1. During the term of this AGREEMENT, Provider will provide the District with the following services:

Presentation/Workshop on Culture and Learning of ENL Students &
Language Proficiency Team training

2. Provider shall provide conscientious, competent and diligent services throughout the entire term of this AGREEMENT.
3. Provider shall observe and comply with all District Policies and Regulations while on the grounds of the District or providing services under this AGREEMENT.

REPRESENTATIONS:

Provider represents that he/she is a professional of good character, in good professional standing and who possesses current and valid license, if any, necessary to perform the services under this AGREEMENT.

COMPENSATION:

District agrees to pay \$800 per day for a maximum of 4 days for a total of \$3,200 for the 2016-2017 school year, to Provider for services provided, following presentation of detailed written invoices.

TERMINATION:

District may terminate this AGREEMENT at any time upon written notification to Provider. In such event, Provider shall not be liable to the District for further services, and the District shall only be liable to Provider to those amounts invoiced for services performed by Provider.

SUCCESSORS AND ASSIGNS:

It is expressly understood that this AGREEMENT shall not be assigned without prior written consent of the other party.

ENTIRE AGREEMENT:

This AGREEMENT is the complete and exclusive statement of the AGREEMENT between the parties, and supersedes all prior contemporaneous proposals, oral or written, understandings, representations, conditions or covenants between the parties relating to the subject matter of the AGREEMENT.

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

WHEREFORE, the parties have set their hands and seals this 1th Day of January, 2017

East Hampton School District:

PROVIDER:



President, Board of Education

Devin G. Thornburg
NAME OF PRESENTER