

**EAST HAMPTON UNION FREE SCHOOL DISTRICT**

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

**Tuesday, October 20, 2020**

This meeting will be conducted via Zoom, and will be available to watch through the following ways:

1. When broadcasting live – <https://www.youtube.com/c/LTVEastHampton>
2. When watching a recording – [www.youtube.com/c/LTVEastHampton/videos](http://www.youtube.com/c/LTVEastHampton/videos)
3. When watching on LTV website via VOD (Video on Demand) – <https://www.ltveh.org/channel-22>

**AGENDA**

1. Executive Session (5:00 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:00 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. Acknowledgement: School Board Recognition Week: October 19, 2020 – October 23, 2020
5. Administrative Transition Plans
6. Presentation: Phase II Reopening Discussion
7. News of the Schools
8. 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.*
9. Consent Agenda
10. Superintendent's Report and Recommendations
11. Old Business
  1. Open Board Seat
  2. Facilities Committee Update
  3. Election Day – November 3, 2020
12. New Business

13. Public Comments

14. Adjournment

**Consent Agenda:**

1. Recommended: That the Board accept the Minutes of October 6, 2020 as written and place on file.
2. Recommended: That the Board accept Tiffany Patterson's request for a paid leave of absence, for child rearing purposes, effective on or about January 19, 2021 through on or about March 26, 2021 using forty-four days of Ms. Patterson's accrued sick days.
3. Recommended: That the Board approve a medical leave for Amy Barletta, Physical Education Teacher, effective November 4, 2020 through November 24, 2020 using fourteen days of Ms. Barletta's accrued sick days.
4. Recommended: That the Board approve a medical leave for Jennifer Fitzgerald, Paraprofessional, effective September 14, 2020 through April 30, 2021 using one hundred and forty-one days of Ms. Fitzgerald's accrued sick days.
5. Recommended: That the Board approve the following special education contracts for the 2020-2021 school year in accordance with the terms and conditions set forth in said agreements: Achieve Beyond, and Complete Rehab.
6. Recommended: That the Board accept the letter of resignation from Dennis Ruiz, Custodial Worker I, effective close of business day October 20, 2020.
7. Recommended: That the Board accept the letter of resignation from Richard King, Bonac Learning Center Physical Education Teacher, effective October 9, 2020.

**Superintendent's Report and Recommendations:**

1. Recommended: That the Board approve the following Resolution: RESOLVED, that upon the recommendation of the Superintendent of Schools, Karen Kuneth is appointed to the position of interim Principal of the John M. Marshall Elementary School, effective immediately and through the remainder of the 2020-2021 school year, or until a permanent appointment to such position is made, whichever occurs first, at an annual salary of \$167,000.00, pro-rated; and

BE IT FURTHER RESOLVED, that Karen Kuneth is granted a leave of absence from her position of Assistant Principal of the East Hampton High School for a period to commence immediately and through the remainder of the 2020-2021 school year, or until a permanent appointment to the position of Principal of the John M. Marshall Elementary School is made, whichever occurs first; and

BE IT FURTHER RESOLVED, that Karen Kuneth's probationary period as Assistant Principal of the East Hampton High School, which currently ends on June 30, 2022, is extended for a period commencing immediately and through the remainder of the 2020-2021 school year, or by a shorter period of time if the position of Principal of the John M. Marshall Elementary School is filled prior to the end of the school year.

2. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board accepts the letter of resignation from Jill Collins, from the positions of Dean of Students and 9-12 Social Studies Coordinator, effective immediately, and

BE IT FURTHER RESOLVED, that upon the recommendation of the Superintendent of Schools, Jill Collins is appointed to the position of interim High School Assistant Principal to commence immediately and through the remainder of the 2020-2021 school year, at an annual salary of \$150,000.00, pro-rated, and

BE IT FURTHER RESOLVED, that Jill Collins is granted a leave of absence from her position of secondary Social Studies teacher for a period commencing simultaneously with her appointment to the position of interim High School Assistant Principal through the remainder of the 2020-2021 school year.

3. Recommended: That the Board approve the following Resolution: RESOLVED, that Ralph Naglieri, is, upon the recommendation of the Superintendent of Schools, appointed to the position of interim High School Dean of Students effective immediately through the remainder of the 2020-2021 school year at Mr. Naglieri's current salary of \$147,200.00, and

BE IT FURTHER RESOLVED, that Ralph Naglieri is granted a leave of absence from his position of School Psychologist for a period commencing simultaneously with his appointment as interim High School Dean of Students through the remainder of the 2020-2021 school year.

4. Recommended: That the Board approve the following Resolution: RESOLVED, Joseph Mollica, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary English position as a leave replacement commencing October 21, 2020 through December 18, 2020 at a per diem rate based on BA/Step1(\$280.20 per day).
5. Recommended: That the Board approve the following appointments for the 2020-2021 school year:

9-12 Social Studies Program Coordinator

Devon Parkes – at the annual stipend of \$10,251.00, pro-rated

Bonac Learning Center Program

Richard King, Principal – at an annual stipend of \$12,500.00, pro-rated – effective October 13, 2020

Drivers Education Program

Jason Menu, Theory Class Teacher – at the hourly professional rate of pay of \$75.35

6. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Anne O'Rourke, MT-BC for the purpose of providing student music therapy services at the hourly rate of \$100.00 per half hour for the 2020-2021 school year in accordance with the terms and conditions set forth in said agreement.
7. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Dawn Russo Sperandio for the purpose of providing ABA therapy and parent training at the hourly rate of \$100.00 per hour for the 2020-2021 school year in accordance with the terms and conditions set forth in said agreement.

8. Recommended: That the Board nominates \_\_\_\_\_ as the new East Hampton Union Free School District Board of Education member.
  
9. Recommended: That the Board approve the following Resolution: BE IT RESOLVED THAT the Board of Education of the East Hampton Union Free School District hereby appoints \_\_\_\_\_ to fill the vacancy on the Board of Education created by the resignation of Trustee Wendy Geehreg, for a term of office commencing immediately and which will continue to the annual District election to be held on May 18, 2021.

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**October 2020 Committee Schedule**

October 29<sup>th</sup>

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

## CONSULTANT AGREEMENT

AGREEMENT made this 1st day of July, 2020, by and between Anne O'Rourke, MT-BC ("Consultant"), whose principal place of business is 4080 Peconic Bay Boulevard, Laurel New York 11948 and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to provide Parent Training and Counseling, and

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

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

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

Music Therapy Services as per student Individualized Education Plan ("IEP") for the 2020-2021 school year.

2. The District agrees to pay the Consultant \$100 per half hour. There shall be no other benefits or compensation.

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

4. The "Consultant" shall be available for further consultation by telephone; to attend team, staff or CSE meetings.

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

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

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

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

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

10. This Agreement incorporates by reference the RFP specifications and Consultant's proposal submitted in connection with this Agreement. The Contract Documents shall consist of this Agreement, the aforementioned documents and any other documents referenced in the RFP specifications. In the event of any discrepancy, conflict or inconsistency between the terms of this Agreement and any of the Contract Documents, the language of this Agreement shall prevail, followed in priority by the language of the RFP specifications.

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

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

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

EAST HAMPTON U.F.S.D.

BY: \_\_\_\_\_, President  
Board of Education

CONSULTANT

Anne O'Rourke MT-BC  
Anne O'Rourke, MT-BC

## CONSULTANT AGREEMENT

AGREEMENT made this 1st day of August, 2020, by and between Dawn Russo Sperandio ("Consultant"), whose principal place of business is 314 Wading River Road, Wading River, New York 11949, and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11572.

WHEREAS, the District desires to retain the professional services of Consultant to provide **ABA (Applied Behavior Analysis) and Parent Training**.

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

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

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

Perform **ABA (Applied Behavior Analysis) Therapy and Parent Training** for the 2020-2021 school year at a rate of \$100 per hour.

2. The District agrees to pay the Consultant at a rate of \$100 per hour, and there shall be no other benefits or compensation.

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

4. The District may require the Consultant to present at the Committee on Special Education (CSE).

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

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

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

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

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

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

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

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

EAST HAMPTON U.F.S.D.

Dawn Russo Sperandio

BY: \_\_\_\_\_  
President  
Board of Education

Dawn Russo-Sperandio  
Dawn Russo Sperandio