

EAST HAMPTON UNION FREE SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION Via Remote Conferencing, and In-Person Board Meeting in HS Library at 7:00 p.m.

Tuesday, May 17, 2022

This meeting will be conducted via Zoom and in an In-Person Board Meeting format. This meeting will also be available to watch remotely through the following ways:

- Other options are as follows:
- When broadcasting live – <https://www.youtube.com/c/LTVEastHampton>
- When watching a recording – www.youtube.com/c/LTVEastHampton/videos
- When watching on LTV website via VOD (Video on Demand) – <https://www.ltveh.org/channel-22>
- ***Please Note: There are 2 opportunities for public commentary on the Board Agenda. One opportunity is for Agenda Items only (Item #5), and the second opportunity is at the end of the Board meeting (Item #10). With this in mind, if an individual would like to give public comment that does not pertain to an Agenda Item – please do not call into LTV until towards the end of the Board meeting after New Business (Item #9) has been conducted. All calls will be taken in the order they are received. Thank you.***

AGENDA

1. Executive Session (6:30 p.m. to 7:00 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 6:30 p.m. to 7:00 p.m.
2. Call Meeting to Order
3. Pledge
4. News of the Schools
5. Public Comments (Agenda Items Only)
The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:
 1. *Each speaker is permitted three minutes for their comments.*
 2. *The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.*
 3. *The Board is not permitted to address personnel or individual student matters in open session.*
6. Superintendent's Report and Recommendations
7. Old Business
8. New Business

1. Facilities Committee Update
2. Academic Committee Update
3. Audit Committee Update

9. Public Comments

10. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of May 3, 2022 as written and place on file.
2. Recommended: That the Board approve the Library Weeding Log (from April 1, 2022 to May 1, 2022) to discard obsolete and damaged books from the East Hampton High School library.
3. Recommended: That the Board approve the disposal of the damaged and obsolete Ammco brake lathe, tag #100957.
4. Recommended: That the Board accept the letter of resignation from Kristen Brady from her position as a School Nurse effective close of business day May 10, 2022.
5. Recommended: That the Board accept the letter of resignation from Matthew Tooman from his position as a Spanish teacher effective close of business day June 30, 2022.
6. Recommended: That the Board appoint Marcia Dias for her services at the District's annual school budget vote and election on Tuesday, May 17, 2022.
7. 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 approves an unpaid leave of absence under the Family and Medical Leave Act ("FMLA") for Brian Cunningham, Teacher Assistant, beginning May 23, 2022 through the remainder of the 2021-2022 school year, which will run concurrently with 23 days of any available paid sick leave.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following Resolution: RESOLVED, Kimberley Mulrain, is, upon the recommendation of the Superintendent of Schools, appointed to an Elementary Special Education teaching position (tenure area: Special Education, Grades 1-6), who holds a valid New York State certification in the aforesaid area for a probationary term to commence August 31, 2022 and expire August 30, 2026 at an annual salary of \$65,412.00 (Step 1/D of the salary schedule attached to the teachers' association's collective bargaining agreement).
2. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District, pursuant to Rule 14 of the Suffolk County Civil Service Commission, and upon the recommendation of the Superintendent of Schools, does hereby appoint Elia Sagbay to the position of Custodial Worker I for a probationary period of 26 weeks commencing May 18, 2022, and is to be paid at an annual salary based on \$46,426.00, pro-rated (Step 1/A of the salary schedule attached to the non-instructional collective bargaining agreement).
3. Recommended: That the Board approve the following amended Resolution: RESOLVED, that the Board approve the following extended appointments to teach an additional section of math instruction

commencing April 11, 2022 through the remainder of the 2021-2022 school year with pro-rated compensation as follows:

Catherine Helfand - \$22,316.40
Carly Raynor - \$18,004.60
Christopher Beardsley - \$24,826.60
Patty Conigliaro - \$29,162.40
Theresa Kraycar - \$29,881.60

4. Recommended: That the Board approve the following amended supplementary pay rates the for the 2021-2022 school year effective May 18, 2022:

Registered Professional Nurse (RN) – at an hourly rate of \$45.00 per hour
Clinical Nurse Specialist (CNS) – at an hourly rate of \$45.00 per hour
Nurse Practitioner (NP) – at an hourly rate of \$45.00 per hour
Licensed Practical Nurse (LPN) – at an hourly rate of \$25.00 per hour

5. Recommended: That the Board approve the following Resolution: RESOLVED, that the Agreement, dated May 17, 2022 (July 1, 2021-June 30, 2025), between East Hampton Union Free School District and the East Hampton Union Free School District School Related Professionals Association is hereby ratified, 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.

6. Recommended: That the Board approve the following Resolution: RESOLVED, that the Superintendent of Schools and Assistant Superintendent be the named authorized signatures on the Visa credit card for the East Hampton Union Free School District.
7. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District hereby accepts the Corrective Action Plan for the 2020-2021 Internal Audit Report and authorizes the filing of said Corrective Action Plan with the appropriate New York State authorities.
8. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District hereby approves amending the Omni 403b Plan Document to add Equitable Roth 403(b) as an approved provider for employees of the East Hampton Union Free School District;

AND BE IT FURTHER RESOLVED, that the President of the Board of Education is authorized to sign any necessary documents to make this addition.

9. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District hereby authorizes the District Treasurer and other banking signatories of the District to enroll the District's accounts in the Positive Pay anti-fraud programs of the various banking institutions used by the District.

10. Recommended: That the Board approve the following Budget Transfers:

Reference #	Date	Transfer Explanation	Account	Debits	Credits
3095	05/12/2022	BOE Approval 5/17/22			
			A 1620.4000-04	0.00	85,000.00
			A 1620.4000-04	0.00	15,000.00
			A 1620.4082-04	0.00	60,000.00
			A 1620.4082-04	0.00	40,000.00
			A 1620.4500-14	19,338.97	0.00
			A 1621.4000-04	0.00	19,338.97
			A 1621.4010-01	15,000.00	0.00
			A 2020.1610-14	25,000.00	0.00
			A 2070.1500-14	25,000.00	0.00
			A 2070.1510-14	10,000.00	0.00
			A 2070.4500-04	25,000.00	0.00
			A 2110.1210-14	10,000.00	0.00
			A 2110.1300-12	10,000.00	0.00
			A 2111.1200-11	10,000.00	0.00
			A 2114.1300-14	10,000.00	0.00
			A 2118.1300-12	10,000.00	0.00
			A 2121.1310-12	10,000.00	0.00
			A 9040.8000-04	40,000.00	0.00
				219,338.97	219,338.97

11. Recommended: That the Board approve the following Resolution regarding the results of the May 17, 2022 voting of the 2022-2023 School District Budget: RESOLVED, that the results of the voting on approval of the School District 2022-2023 budget (Proposition 1), as certified by the District Clerk and set forth as follows, be and hereby are accepted: In favor of approval _____ and against approval _____.

12. Recommended: That the Board approve the following Resolution regarding the results of the May 17, 2022 voting on a proposition to establish a General Repair Reserve Fund, which proposition appeared on the ballot as,

RESOLVED, Shall the Board of Education be authorized pursuant to Section 6-d of the General Municipal Law to fund the East Hampton UFSD General Repair Reserve Fund, as established by the Board of Education on December 7, 2021 for the purpose of funding the cost of repairs to buildings and capital equipment as permitted by Section 6-d of the General Municipal Law, or to be appropriated to a reserve fund established pursuant to Section 3651 of the Education Law, in an amount not to exceed \$5,000,000.00 over 10 school years from the unassigned fund balance and appropriations remaining from the 2021-2022 school year or any subsequent school year during that period of time, and that the reserve fund shall be funded in an amount not to exceed \$2,000,000.00 in any single school year during that period time, and

RESOLVED, that the results of the voting on approval of the foregoing proposition (Proposition 2), as certified by the District Clerk and set forth as follows, be and hereby are accepted: In favor of approval _____, and against approval _____.

13. Recommended: That the Board approve the following Resolution regarding the results of the May 17, 2022 Election of Members of the Board of Education: RESOLVED, that the results of the Election Members of

the Board of Education listed below in order in which their names appeared on the ballot, and as certified by the District Clerk, be and are hereby accepted:

_____ Sandra Vorpahl

_____ Justine O'Mara Limonius

_____ James (JP) Foster

May Board Committee Schedule

May 25th

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

June Board Committee Schedule

June 16th

- Facilities Committee – 9:15 a.m.
- Academic Committee – 1:00 p.m.
Policy Committee immediately following Academic Committee
Housing Committee immediately following Policy Committee

June 29th

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

Date: May 3, 2022

DATE

Kind of Meeting: Executive Session/Regular Meeting

**REGULAR
MEETING**

Call Meeting to Order: The Meeting of the Board was called to order by James P. Foster, President, at 5:00 p.m. A motion was offered by Ms. Vorpahl, and seconded by Mr. Ryan, Sr. to enter into Executive Session for the purposes of discussing: (1) Matters leading to the appointment of particular persons, (2) The employment history of particular persons, (3) Collective negotiations (EHTA contract), and (4) Matters otherwise confidential by State or Federal statute, attorney-client matters.

**CALL MEETING
TO ORDER AND
ENTER INTO
REGULAR
SESSION**

Motion Carried (6-0), Mrs. Minardi absent

The Board reconvened into public session at 6:00 p.m. motioned by Mr. Ryan, Sr. and seconded by Ms. Vorpahl, followed by the Pledge.

Motion Carried (6-0), Mrs. Minardi absent

There were ten audience members present, and one member of the press was present.

Board Members Present: James P. Foster, President; John J. Ryan, Sr., Jacqueline Lowey, Sarah Minardi, Sandra Vorpahl, and Justine O'Mara Limonius

**BOARD
MEMBERS
PRESENT**

Board Members Absent: Christina DeSanti, Vice President

Central Administration Present: Adam S. Fine, Superintendent; Timothy B. Hamm, Assistant Superintendent; Sam Schneider, Assistant Superintendent for Business and Florence Frazer, Esq.

**OTHERS
PRESENT**

Central Administration Absent: None

Administrative Team Members Present: Tiffany Patterson, Karen Kuneth and Sara Smith

Administrative Team Members Absent: Dr. Charles Marino, Cindy Allentuck and Joseph Vasile-Cozzo

Presentation – 2022-2023 Budget Hearing – Adam S. Fine and Sam Schneider

PRESENTATION

High School Student Achievements

**HIGH SCHOOL
STUDENT
ACHIEVEMENTS**

- Valedictorian Evan Maggi
- Salutatorian Anika Petrucci

News of the Schools: The Board was apprised of school news from Karen Kuneth and Sara Smith

**NEWS OF THE
SCHOOLS**

Public Comments (Agenda Items): Members of the community were given the opportunity to ask questions and make comments on Board Agenda items.

**PUBLIC
COMMENTS ON
AGENDA ITEMS**

Consent Agenda:

A motion was offered by Ms. Lowey, and seconded by Mrs. DeSanti, to wit: RESOLVED, that the Board accept item #1 through item #4 of the Consent Agenda as written and place on file.

1. That the Board accept the Minutes of April 12, 2022, April 19, 2022 and April 27, 2022 as written and place on file.

**MINUTES:
April 12, 2022
April 19, 2022
April 27, 2022**

2. That the Board approve the Check Warrants for April 2022 as recommended by the Finance Review Committee and place on file.

**CHECK
WARRANTS:**
April 2022

3. That the Board accept the March 2022 Treasurer Report as written and place on file.

**TREASURER
REPORTS:**
March 2022

4. That the Board approve the following Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District ("District") approve an unpaid leave of absence under the Family and Medical Leave Act ("FMLA") for Jeremy Meyer, a high school guidance counselor, beginning May 9, 2022, and ending on June 17, 2022, which will run concurrently with 29 days of any available paid sick leave.

**MEDICAL
LEAVE:**
Jeremy Meyer

Motion Carried (6-0), Mrs. Minardi absent

Superintendent's Report and Recommendations:

1. A motion was offered by Ms. Vorpahl and seconded by Mrs. O'Mara Limonius, that the Board approve the following Resolution, to wit: RESOLVED, Daniel Gomez Munoz, is, upon the recommendation of the Superintendent of Schools, appointed to a Social Studies teaching position (tenure area: Social Studies, 7-12) with a bilingual extension within the aforesaid tenure area, for a probationary period to commence August 31, 2021 and expire as of August 30, 2026, subject to and pending his obtaining the bilingual extension certification, at an annual salary of \$65,412.00 (Step 1/D of the salary schedule attached to the teachers' association collective bargaining agreement).

**INSTRUCTIONAL
APPOINTMENT:**
Daniel Gomez
Munoz

Motion Carried (6-0), Mrs. Minardi absent

2. A motion was offered by Ms. Vorpahl and seconded by Mrs. O'Mara Limonius, to wit: RESOLVED, that the Board approve the following appointment for the 2021-2022 school year:

APPOINTMENT:
Madison Skala

Home Teaching out of District employee:

- Madison Skala – effective 4/1/22

Motion Carried (6-0), Mrs. Minardi absent

3. A motion was offered by Mrs. DeSanti, and seconded by Ms. Vorpahl, that the Board approve the following Resolution, to wit: BE IT HEREBY RESOLVED, that the Board of Education accept the letter of resignation, for the purpose of retirement, from John Yager from his position as a special education teacher effective close of business day June 30, 2022.

**LETTER OF
RETIREMENT:**
John Yager

Motion Carried (6-0), Mrs. Minardi absent

4. A motion was offered by Mrs. DeSanti, and seconded by Mr. Ryan, Sr., to wit: RESOLVED, that the Board approve the following Budget Transfers:

**BUDGET
TRANSFERS**

<u>Account</u>	<u>Description</u>	<u>Transfer Into</u>	<u>Purpose</u>	<u>Transfer From</u>	<u>Amount</u>
A 1310.1500-20	INSTRUCTIONAL SALARY	-\$56,837.50	Reading K-3	A21111200-11	\$40,000.00
			Ret inc/ Steps	A21101310-14	\$16,837.50
A 1310.1600-20	NONINSTRUC. SALARIES	-\$140.08	Art 7-8	A21121300-13	\$140.08

A 1620.1600-12	CUSTODIAL SALARIES/9-12	-\$11,846.55	DW Custod Sal	A16201600-20	\$11,846.55
A 2020.1510-13	EXTRAPAY/M.S.	-\$4,455.97	SAT exam salaries	A16801510-04	\$4,455.97
A 2110.1400-14	INSTRUC. SALARIES/SUBS	-\$63,833.04	Psy Inst (grant paid)	A28201500-14	\$42,542.35
			Sch Health (grant paid)	A28151600-14	\$21,290.69
A 2114.1300-12	ESL INSTRUC. SAL./9-12	-\$1,400.00	ESL DW	A21141300-14	\$1,400.00
A 2115.1300-12	ENGLISH INSTRUC. SAL./9-12	-\$9,450.95	Phys Ed 9-12	A21181300-12	\$9,450.95
A 2132.1200-13	GEN.ELEM. INSTRUC.SALARIES/5th	-\$9,362.13	Phys Ed 9-12	A21181300-12	\$9,362.13
A 2250.1500-11	SPEC.ED. INSTRUC.SALARIES/K-6	-\$19,629.64	Phys Ed 9-12	A21181300-12	\$19,629.64
A 2250.1500-13	SPEC.ED. INSTRUC.SALARIES/7-8	-\$48,046.60	Music K-3	A21221200-11	\$25,041.03
			Music 4-6	A21221210-11	\$12,856.01
			CAI DW	A26301600-14	\$10,149.56
A 2250.1600-11	NONINSTR.SALARIES/K-6	-\$1,500.00	ESL DW	A21141601-14	\$1,500.00
A2250.4000.74	SPEC.ED. CONTRACTUAL/DISTRW.	\$16,200.00	CONTRACTS	A2250.4710.74	\$16,200.00
A 2610.1540-14	LIBRARY INSTRUC. EXTRAPAY/DISTRW.	-\$276.75	Art 7-8	A21121300-13	\$276.75
A 2630.1500-11	C.A.I. INSTR. SALARIES/ELEM	-\$20,016.80	DW	A21101300-14	\$20,016.80
A 2815.1610-14	SCH.HEALTH SERV. RN EXTRPAY/DW	\$5,447.90	ESL DW	A21101300-14	\$5,447.90
A 2855.1600-14	INTERSCH.ATHL.NONINSTRUC.SALARIES/DISTRW	\$112.50	Art 7-8	A21121300-13	\$112.50
A 2855.1610-14	INTERSCH. ATHL. NON INSTR. DW	-\$4,226.11	DW (grant pd)	A21151600-14	\$4,226.11
Motion Carried (6-0), Mrs. Minardi absent					

Old Business: None

OLD BUSINESS

New Business:

NEW BUSINESS

1. Mr. Fine and the Board gave accolades to the District's instructional staff in honor of Teacher Appreciation Week (May 2nd-May 6th).
2. Mr. Foster reminded the public that our second budget vote and election is on May 17th between 1:00 p.m. and 8:00 p.m.

Public Comments: Members of the community were given the opportunity to ask questions and make comments.

PUBLIC COMMENTS

A motion was offered by Ms. O'Mara Limon and seconded by Ms. Vorpahl to adjourn the meeting at 6:42 p.m.

ADJOURNMENT

Motion Carried (6-0), Mrs. Minardi absent

Respectfully Submitted,

Kerri S. Stevens, District Clerk

May Board Committee Schedule

May 12th

- Facilities Committee – 9:15 a.m.

- Audit Committee immediately following Facilities Committee
- Academic Committee – 1:00 p.m.

May 25th

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

DRAFT

EHHS LIBRARY WEEDING LOG: 4/1/22 - 5/1/22

Title	ISBN #	Barcode
The truth about environmental hazards	0816076464	T 20970
101 ways to save money	1879706555	T 0031539
Green business hope or hoax	N/A	T 0031301
The throwaway society	053110947	T 0031359
Green	0316545139	T 0031068
The time tables of technology	0671769189	T 0033049
Recycling	0894903993	T 0014969
Garbage and Recycling	0737712309	T 18339
Drug Trafficking	0737708557	T 0035282
Abortion	073770778X	T 0034744
Garbage and waste	1565105664	T 0013985
Criminal Justice	1565107950	T 16776
The watcher and the watched	887760538	T 0005773
Are efforts to reduce terrorism successful?	0737723343	T 0040361
Teenage pregnancy	1565105621	T 0034356
Troublemaker	0812963741	T 0032838
Youth in prison	1590849906	50555

Green lifestyle hanbook	0805013695	T30871
Animal Encyclopedia	17120	T 0013336
The story of the cheetah	63-15786	T 0005227
The murder reference	1-880780-12-7	T 0033273
Abortion Desisions of the US	0-9628014-5-3	T 0031853
The mask of state watergate portraits	0-15-657302-4	T 0006543
Conserving the environment	978-0-7377-4661-7	T 0041663
Blind Ambition	0-671-22438-7	T-6539
Taking Sides	0073051403	T 0040260
Earth Keepers	1562790706	T 0032198
The human zoo	789168443176	T 0005225
Against rape	364153744099	T 0006544
A seal called Andre	0275220001	T 0005221
Chulo	0394480872	T 0005220
A Kwanzaa keepsake	0684800454	T 0032341
Medieval holidays and festivals	0684171724	T 0003339

Mooncakes and hungry ghosts	0835124819	T 16984
Bacchanal	1566396638	T 0035420
Just say noel	0684800578	T 0032305
Christmas in America	0195093003	T 0032372
The reforming of general education	6620114	T 0006172
Food	0737732318	T 0040935
Betrayal of science and reason	1559634839	T 0033006
Male/female roles	0737722401	T 0040444
Earth in the balance	0452269350	T 0032421
The environment	073774362X	T 0041667
The environment opposing viewpoints	1565103963	T 0013186
Saving the environment	0531112632	T 0032819
Choosing elites	0465011063	T 0002618
Dead man walking	0679751319	T 0033452
Crime	0787660620	T 0035066
The art and craft of teaching	0674046803	T 0014301
Does capital punishment deter crime	1565107918	T 0033715
The black student	0313286043	T 0014943

A very New York Christmas	0312377053	T 51306
Everything Christmas	030772929X	51188
The view from great gull	05252286750576	T 0005208
Penguins	n/a	T 0005206
Samba	067973256	T 0035329
Pippas challenge	0151719802	T 0005210
Ling Ling Hsing-Hsing	0385048033	T 0003710
Same sex marriage	1435885465	51196
The Antecedents of man	608710	T 0005213
The twilight seas	0679400818	T 0005214
Smarter than man	0394481496	T 0000924
Track of the grizzly	871562235	T 0005219
Christmas with Ed Sullivan	5914961	T 0013438
The southern Christmas book	5812258	T 0006682
The home book of Christmas	0517448556	T 0008080
Forklore	0385038747	T 0006786
Living Free	6115810	T 0005211

Born Free	606792	T 0005212
Rituals of power and rebellion	0948390808	T 18290
The complete Kwanzaa	0060172150	T 0032242
Tales of it	03951848866	T 0002692
Christmas in the old days	6114597	T 0006683
Apes men and language	0841503435	T 0005222
Christmas around the world	1850790256	T 0003096
How rude the teenagers guide	0329173669	36908
Under pressure	0275990893	T 0041727
Religion in schools	0737738502	T 0041251
Not a drop to drink	1426303602	52673
The environment and the economy	1562945246	T 0011521
Protecting water quality	0865960569	T 0012218
How rude the teenagers guide	0329173669	36907
Prison conditions	1590849868	50544
Moral costs of prisons	1590849922	50546
Youth	1590849906	T 0041136

How rude friendship and dating	1575421658	36904
How rude friendship and dating	1575421658	36903
How rude family manners	0329450654	36902
After the dance	0609609084	T 0035185
The end of power	0812907248	T 0006536
Bad blood	0029166705	T 0006542
Heloise	0399516255	T 0030876
Eco heroes	1562790331	T 0031726
Drug Trafficking	0761305556	T 18375
The hillside strangler	0385173377	T 0001937
The friends of Richard Nixon	0316360805	T 0006541
The outfit	1582341761	T 0013597
The train robbers	0397012837	T 0005748
Organized crime	0874367468	T 0013067
Terrorism and gobal security	081606766X	T 0041033
Banned in the media	0313302456	T 0034365
Abortion	0737735635	T 0040866

Pearls of the restless planet	0521573742	T 0033371
The international drug trade	0865960712	T 0014058
Legalized gambling	156510899X	T 0033825
Indian gaming	0737723882	T 0040429
Economics and the consumer	0822517752	T 0031019
How should prisons treat inmates	0737727195	T 0040427
Inequality	465032648	T 0006572
Children's minds	0393011852	T 0006563
Teaching as a subversive activity	6911842	T 0006561
Piracy mutiny and murder	5914715	T 0005750
Environmental policy in the 1990's	0871877651	T 0014975
The soul of the ape	6915517	T 0005223
Gangs	0874368219	T 0032740
Gulls	0394493338	T 0005209
Ocean of birds	0715391992	T 0031051
Christmas with Rosamunde Pilcher	0312192479	T 0034328
The Battle for Christmas	0679412239	T 0033007
The Joy of Christmas	0517288761	n/a

Hate Crimes	0791042669	T 0033725
Silent Coup	0312051565	T 0011833
A Medieval Merchant	1590185811	T 0040687
Merry Christmas,Baby	0060173955	T 0032845
The Whale	71180052	T 18052
The Case Against the Global Economy	0871563525	T 0033008
Vendetta	038512273x	T 0002603
New Haven's St. Patrick's Day Parade	0738544825	51302
An Irish Country Christmas	0312135238	T 0032259
Las Christmas	0375401512	T 0033731
Gulls: A Social History	0394493338	T 0005209
Sears, Roebuck, U.S.A.	0812823141	T 0006196
The Other Path	1850431442	T 17594
The Book of Christmas Folklore	0816491585	T 0003102
Ashes to Ashes	0394570766	T 0033076
Merchants of Heroin	n/a	T 0013433

cheesebox	0131283979	T 0006538
The green consumer	0140127089	T 0030870
Criminal Justice	1565107950	T 0033714
Crime & Criminals	0737701218 0737701218	T 0035479 36133
The man with the candy	n/a	T 16971
Swan Watch	0440060168	T 0002602
My Prisoner	08362074394	T 0001927
Guilty?	0544148967	T 21290
Who owns the media?	0517540592 pbk	T 0006188
A lion called christian	71172115	T 0002823
An Introduction to Birds	n/a	T 0009436
Introducing Birds	n/a	T 0009367
Political Scandals	0737737638	T 0041147
Water No Longer Taken for Granted	n/a	T 0012304
Bond's Franchise Guide	1887137017	T 0032477
Open Files	00704590x	n/a
Wheels	67-14186	T 0009966

Little rock girl	0756544408	52522
Minds and manners of wild animals	n/a	T 0002248 T 0002248
The Black Panther of Sivanipalli	n/a	T 0013414
Wedded to Crime	0339136142	T 18062
The american environmental movement	0816030464	T 0032629
Design for a livable planet	0060963875	T 0031368
Anderson's Fairy Tales	n/a	T 0012888
Male & Female Roles	0737745282	T 0041683
Choosing a College	0823910792	T 0030834
Myths & legends of Japan	0486270459	T 0033014
Assassination on Embassy Row	0394508025	T 0006540
Sexual Violence	0688067158	T 0031949
What encourages gang behavior?	0737708115	T 0040594
Nazi Hunter	0671329642	T 0003278
The center of life	0812906764	T 0005079
Rainforests of the world	0874367123	T 0033578
Seasons of salt marsh	085699121X	T 0033420

The double helix	0393950751	T 0034102
the double helix	681627	T 0005014
How do we find out about dna	0802765963	T 0005019
The last rain forests	0195208366	T 0014401
Wetlands the web of life	0871568780	T 0033081
Window in the sea	569133	T 0005104
The rocks remain	6315781	T 0005094
The cell	0131217070	T 0003819
Cell physiology and biochemistry	73140687	T 0009316
The dna story	071671292x	T 0005099
DNA replication	0716711028	T 0005044
The marine and fresh water plankton	548843	T 0012550
The thin edge	0600138904	T 0009945
The organic living book	670528331	T 0005024
The sand dollar and the slide rule	0201632756	T 0032175
Developmental biology	0132082152	T 0005029
Research methods in marine	0295952342	T 0002647

biology		
Evolution	0899080782	T 0031316
The third experiment	0689310803	T 0005088
The achievement gap	0737747498	T 0041720
Evolution	0917561058	T 0003522
Others worlds	0875182879	T 0005087
Life on earth	0316057452	T 0005089
Forces of life	0517535297	T 0005090
Life in the Chesapeake bay	0801830125	T 0005093
The wet lands	n/a	T 0012619
Sea trex	0563360917	T 0031821
The voyage of the beagle	n/a	T 0013477
Marine fishes of the atlantic coast	n/a	T 0012546
The search for life on Mars	0030461669	T 0005098
Life in the universe	0393026647	T650872
The extraterrestrial encyclopedia	0871967642	T 0005096
World costume	0517619431	T 0015256
Supership	039494806	T 0006664

Paris fashion	0195044657	T 0030339
Costume of the old testament people	1555467709	T 0009285
Ships of the us merchant marine	n/a	n/a
Ladies fashion	0695802216	T 0006673
Flagships of the line	0850599318	n/a
Whistles round the bend	0396080367	T 0006659
Pride of Baltimore	0877423091	T 0031546
Ships beneath the sea	n/a	T 0000739
Ships of steam	5611043	T 0003739
The panama canal	1560064250	T 0033434
Our like will not be there again	0316542350	T 0006671
Folk costumes of the world	0713708689	T 0006670
Blue jeans book	1550379178	T 36861
Why we are uniforms	0618067469	T 0035110
Everyday dress	0713437782	T 0009280
Costume in pictures	0876633580	n/a
Air travel	0517276267	T 0006668
The sky their frontier	0668061537	T 0006667

Lincoln highway	978039305938	T 0041322
Cleared for the approach	0131366637	T 0006663
The ancient marines	08094274004	T 0003230
The great liner	0809426641	T 0003071
No logo	0312203438	T 10606
The world in 2020	0875846041	T 0032216
Marriages at eight	0684164213	T 0006669
Roman roads and aqueducts	1560067217	T 0040273
Roman roads and aqueducts	1560067217	T 0040707
Roman roads and aqueducts	1560067217	T 0040708
Learning Disabilities	1601520778	50904
Johnny's such a bright boy	0395253462	T 0003400
Master coaching and supervision	0935567101	T 0014172
A letter to teachers	1555423272	T 0014308
Begin here	0226038467	T 0031096
Somebody else's kids	0399126023	T 0001842
MAT	0135639174	T 0014914
Three cups of tea	0670034827	T 50106

The at-risk student	877625735	T 0014322
The learning mystique	0394548981	T 0030027
Project head start	7824671	T 0006620
The hidden handicap	0671242423	T 0006621
School policies	073773826X	T 0041149
Taking test	0131607545	T 0006612
The literacy hoax	0688033539	T 0006611
School dress code	0766014657	T 0034966
Mexican Americans in school	71113462	T 0006624
Interactive bulletin boards	081063340	T 0014305
The children's machine	0465018300	T 0032018
Getting straight A's	0818403802	T 0006615
Remember everything you read	0812917731	T 0030936
Involving students in questioning	0205048668	T 0006613
The creative copycat	0872873404	T 0002621
How to study for success	0471431559	T 20943
School Violence	0737703326	T 36165

Education discipline handbook	0132407884	T 0014313
Teaching or turmoil	8052514	T 0014326
Creative drama	0916260518	T 0032919
Computers in the classroom	0787902624	T 52486
Schools where children learn	75148664	T 0006625
First year teacher	0130616443	T 0040638
Ship	0395524393	T 0031984
History of education thought	n/a	T 0007237
Savage inequalities	051758221X	T 0031454
Learning disabilities	0890431124	T 0006622
Anatomy & Physiology	0761478817	50867
Roman Roads & Aqueducts	1560067217	T 0040708 T 0040273 T 0040707
No Logo	0312203438	T 0010606
Carriages at Eight		T 0006669
Costume of Old Testament Peoples	1-55546-770-9	T 0009285
Ships of the U.S. Merchant Marine	N/A	3831
Ships of Steam	5611043	T 0003739

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AGREEMENT

between

**The Board of Education
of the East Hampton
Union Free School District
(E.H.U.F.S.D.)**

and

**The East Hampton Union Free School District
SCHOOL RELATED PROFESSIONALS ASSOCIATION
(E.H.U.F.S.D.S.R.P.A.)**

JULY 1, 2021 to JUNE 30, 2025

1. GENERAL

1.01 RECOGNITION

- A. The Board of Education recognizes the E.H.U.F.S.D. School Related Professionals Association ("Association" or "E.H.U.F.S.D.S.R.P.A.") as the sole and exclusive collective bargaining agent of the non-teaching employees of the District for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment.
- B. The said school related professionals' bargaining unit shall consist of all full-time and part-time athletic trainers, bus drivers/school monitors, clerical personnel, computer technicians, custodial workers, grounds workers, laundry employees, mechanics, neighborhood aides, network engineers, network and systems technicians, and paraprofessionals, with the exception of confidential employees excluded by PERB (with the exception of 3.01.F - Sick Leave Bank, which includes the confidential employees of the District).

1.02 NO STRIKE PLEDGE

- A. The Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said law is now in effect or may hereafter be amended.

1.03 SENIORITY AND OTHER CONDITIONS OF WORK

- A. **Seniority** - Seniority shall be based on total length of continuous service within each job classification in the East Hampton Union Free School District for the purpose of vacations, layoffs and recalls.
- B. **Opening for Jobs** - All openings for positions shall be posted in each school building at least two weeks prior to the date when applications for such positions are due. All qualified unit members shall be given the opportunity to apply, and consideration shall be given to seniority of those qualified members presently employed in the District over newly appointed employees, provided qualifications are equal. Full-time openings not filled by full-time bargaining unit members will be offered to qualified part-time members before there is a solicitation for the employment of non-unit personnel. The use of a substitute for an encumbered unit position shall not exceed twenty school days. In the event unforeseen circumstances delay the return of the unit member to work, in consultation with the Association, the use of the substitute may be reasonably extended.
- C. **Layoffs** -
 - 1. Layoffs of civil service competitive class bargaining unit members shall be governed by the Civil Service Rules of Suffolk County.
 - 2. Layoffs of other bargaining unit members shall be by inverse seniority within each job classification and on a District level. There shall be one seniority list for each job classification. Unit members laid off shall be placed on a recall list

for one year from the date of layoff, and shall be notified of and offered any full or part-time vacancy within their job classification. The acceptance of a part-time position shall not impact a unit member's position on the recall list and right to be recalled to a full-time vacancy for which the unit member is qualified, even if in a part-time position.

D. Transfers - If a transfer to another building, job, or shift is necessary, the position shall be posted in each school building and volunteers sought. If no volunteers are forthcoming, an involuntary transfer may be made after considering the following criteria:

1. Seniority
2. Qualifications
3. Job Performance

The District will make every reasonable effort to give employees being involuntarily transferred at least two weeks' notice prior to the contemplated involuntary transfer, and if requested by the employee, a supervisor shall meet with the employee to discuss the transfer prior to such transfer. No involuntary transfer shall be made for arbitrary or capricious reasons. The President of the Association and the employee's immediate supervisor shall be informed of the transfer.

1.04 PROCEDURES FOR SOLVING GRIEVANCES

A. Any grievant has the right to be represented by the Association at all levels if she/he so desires. Grievances pertaining to any claimed violation, misinterpretation, or inequitable application of the agreement, existing laws, rules, regulations or policies, which relate to or involve the employee or group of employees shall be discussed and resolved informally with the immediate supervisor/s and the building principal/s involved. The aggrieved party and the District shall have the right of legal representation at any and all stages of the grievance procedure.

B. The Association shall have the right to initiate any grievance.

C. Individuals filing grievances must notify the President of the Association of their intent to do so.

D. Grievance Steps:

1. A grievance shall be deemed waived unless it is submitted within 30 school days after the aggrieved party knew, or should have known of the events or conditions on which it is based.
2. Step One: Grievances must be submitted in writing to the grievant's immediate administrative supervisor and a copy to the Association President within 15 school days after the grievant knew, or should have known, of the events or conditions on which the grievance is based. The immediate supervisor shall issue a written Step 1 decision within 10 calendar days of receipt.

3. Step Two: The grievant shall have up to 10 school days after receipt of the Step 1 decision to appeal the grievance to the Superintendent. The Superintendent shall issue a written Step 2 decision within 10 calendar days of receipt.
4. Step Three: The grievant shall have up to 10 school days after receipt of the Step 2 decision to appeal the grievance to the Board of Education. The Board will hold a hearing within 10 days after receipt of the grievance, or at the next scheduled Board meeting, provided the grievance is received at least five school days prior to said Board meeting. Present at the executive session shall be the members of the Board, the aggrieved party, the administrative and supervisory personnel who have been involved in the grievance procedure, and a representative of the Association. The Board will issue a written determination within 10 calendar days.
5. Step Four: In the event that the grievance concerns the interpretation of this contract and is still unresolved after the above stages, either party may make a written demand within 10 school days for arbitration. The parties agree that they will select an arbitrator through the American Arbitration Association or persons agreeable to both parties. Such arbitration shall be final and binding upon both parties. All expenses of the arbitrator shall be equally shared by the parties to this agreement.
9. Immediate supervisors are:
 - a. Custodians - Director of Facilities III and/or Building Principal and/or designee
 - b. Head Custodians - Director of Facilities III and/or Assistant Superintendent for Business and/or designee
 - c. Grounds Workers (includes Senior Grounds Worker) - Director of Facilities III and/or Assistant Superintendent for Business and/or designee
 - d. Clericals and Paraprofessionals - Administrator and/or Building Principal
 - e. Bus Drivers/School Monitors - Mechanic IV/Head School Bus Driver and/or Assistant Superintendent for Business and/or Building Principal
 - f. Mechanics - Mechanic IV/Head School Bus Driver and/or Assistant Superintendent for Business
 - g. Computer Technicians/Network Engineers - Network System Administrator and/or designee
 - h. Neighborhood Aides - Building Principal and/or Administrator

1.05 HOURS OF WORK

A. Clerical Personnel

1. Clerical personnel shall work 40 hours per week, inclusive of lunch, Monday through Friday. During summer hours, clerical personnel shall work Monday through Friday,

8am-1pm, exclusive of lunch. Any unit member working beyond these five hours will be compensated at an hourly rate for such time. Summer hours are observed for a period from July 1 until the Monday two weeks prior to school opening for students. Summer hours are also observed during Winter Recess and Mid-Winter Recess. Summer hours are not observed for any other unit members at any time. During other school recesses, including Spring Break, clerical personnel shall work one hour less per day.

2. School Closings - When school is closed due to inclement weather conditions, the clerical staff will not have to report to work and will not be charged any personal time.

B. Custodians; Grounds Workers

1. Full-time custodial personnel and grounds workers shall work 40 hours per week, inclusive of one half-hour meal, and two fifteen minute breaks, Monday through Friday midnight, or Tuesday through Saturday, as assigned by the building principal or Superintendent. Those full-time custodial personnel and grounds workers hired prior to 7/1/95 shall be assigned to the Monday through Friday schedule. Personnel hired after 7/1/95 can be assigned to either work week schedule.
2. School Closings - Should school be closed due to inclement weather, any custodial personnel or grounds worker called in would be compensated at a rate of time and one-half.

C. Bus Drivers/School Monitors

1. As scheduled by the supervisor or Assistant Superintendent for Business, it is understood that the bus drivers/school monitors' schedules may be flexible and dependent upon student transportation needs.
2. Full-time bus drivers/school monitors shall be scheduled to work from 6:00 a.m. to 4:30 p.m., 183 days per year, eight hours per day, inclusive of a thirty minute lunch, and two fifteen minute breaks. School monitor duties shall not extend beyond 12:45 p.m. It is understood that the eight hours are not necessarily consecutive.
3. The District may designate one day, the Wednesday or Thursday before Labor Day, for bus drivers to conduct the annual run picking event and to participate in mandatory training events and/or health & safety events. The District may set the schedule of events. Bus drivers shall be compensated at the regular per diem rate for all scheduled hours.

D. Paraprofessionals and Neighborhood Aides

1. Full-time paraprofessionals and Neighborhood Aides shall work 183 days per year,

inclusive of up to three Professional Growth Days, one held on the first day after Labor Day, and the other(s) to be held during the school year. The paraprofessionals and Neighborhood Aides' work day shall be seven hours per day, inclusive of lunch. Each work day, paraprofessionals and Neighborhood Aides shall be entitled to a minimum thirty minute lunch and two fifteen minute breaks or a combination thereof.

2. In the event that one or two snow days are utilized during the school year, one make-up day shall be scheduled.

E. Mechanics

1. As scheduled by the Assistant Superintendent for Business, it is understood that mechanics' schedule may be flexible. Mechanics shall work eight hours per day, inclusive of a thirty-minute lunch and shall have two fifteen-minute breaks. From July 1st until the Monday, two weeks prior to the school opening for students, mechanics shall have summer hours and the workday will be from 8:00 a.m. - 1 p.m., exclusive of lunch.

F. Attendance

It is understood that the following clarification is for EXTENUATING circumstances where a unit member becomes sick and must leave work, or due to a family illness where the member has to leave work to attend to that family member.

It is understood that this contractual item is not to be used for babysitting issues, and that all medical appointments are to be made at the end of the work day.

1. Unit members who come to work and have worked at least one-half of their regularly assigned workday shall be charged with one-half of a sick day.
2. Unit members who come to work and have worked less than one-half of their regularly assigned workday shall be charged with a full sick day.
3. If the unit member's records indicate that she/he does not have any sick days in reserve, then that member may be granted an extension of sick time at the discretion of the Superintendent and/or Board of Education. The unit member also has the option to apply to the Sick Bank for any sick time needed. The application will be reviewed by the Sick Bank Committee as per terms of this contract.
4. If a questionable attendance pattern arises, the District reserves the right to review the unit member's records and act accordingly.

- G. In the event that any snow days remain unused in any given school year, 12 and 10 month employees shall receive the same day off as both the students and the teachers.

H. Co-curricular Activities

1. Co-curricular activities will be compensated at the same rates designated in the EHTA contract, per Salary Schedule E.
2. All co-curricular positions will be posted annually, or more often as necessary, to unit members.
3. Unit members will be considered for a co-curricular position, if and only if, a member of the EHTA has not applied for said position.
4. If a unit member is at least equally qualified as a non-unit member, as determined by the District and not subject to the grievance procedure, the unit member will be appointed over such non-unit member(s).
5. Student activities and clubs, for which unit members receive a stipend, must meet outside of the contractual school day.
6. The Board of Education reserves the right to discontinue any co-curricular activity or club.

1.06 MISCELLANEOUS PROVISIONS

- A. The Board agrees to reproduce sufficient copies of this agreement to be distributed to all unit members as defined herein.
- B. The Board agrees that no existing written policy affecting terms and conditions of employment will be changed except on appropriate negotiations with the Association.
- C. In the event any provision of this agreement is in conflict with any law or statute now or hereafter in effect, the law or statute will prevail, but the balance of the contract shall remain in full force and effect. Upon written request of either party, negotiations will be commenced as soon as practicable regarding a substitute for each invalid provision.
- D. Negotiation Procedure
 1. Proposals for a successor agreement between the parties shall be exchanged simultaneously no later than the 1st of February, 2025.
 2. After submission of the proposed items to be negotiated, the District and the Negotiating Committee agree to meet regularly to present relevant data on points-of-view, and shall make proposals and counter-proposals.
- E. The Association President will be notified of all new hires, leaves, and terminations.
- F. The Association President will be consulted in an advisory capacity regarding school staffing needs prior to the posting, interviewing, and hiring of such personnel.

- G. The Association President and Vice-President will be entitled to a total of three days per school year to attend union related business, not to be charged to sick leave.
- H. Unit members may use payroll deduction for payments for the NYSUT Member Benefits for enrolled services.

1.07 TRAINING

- A. A unit member when engaged in training at the request of the Board of Education will be reimbursed by the District for tuition and expenses incurred as a result of this training. The District may request receipts and/or proof of attendance in advance of reimbursement.

1.08 DUES DEDUCTIONS

1. The District agrees to payroll deductions of the Association's and its affiliates membership dues. Bargaining unit members will authorize the payroll deductions of membership dues in accordance with the terms of the signed authorization card. Such authorization will remain in effect and continue from year-to-year unless revoked in writing in accordance with the authorization card and a copy to the District's business office or the member is no longer an employee of the District.
2. Upon receipt of the written authorization directing payroll deduction, the District will deduct and remit the dues from the regular salary of bargaining unit members to the Association on a bi-weekly basis beginning with the second pay period in September through June 30th of each school year. For new hires, such deduction is to begin no later than thirty (30) days after the effective date of employment, provided written authorization for payroll deduction has been received.
3. The authorized dues deductions shall be transferred to the Association as soon as practicable, but in no event more than ten (10) calendar days from the date of the deductions.
4. The District will notify the Association of all new hires with the bargaining unit within fifteen business days of hire. Such notice will include hire and start dates, building assignment and address.
5. Based on the information provided to the District by the Association, a report will be provided to the Association monthly detailing dues deducted. Should a bargaining unit member, who has authorized dues deduction be removed from the District's payroll such employee's membership in the Association shall be continued upon the employee's return to payroll.
6. The District agrees it will not accord dues deduction or similar check-off rights to any other organization except other recognized bargaining units.

1.09 EVALUATIONS

- A. All unit members will receive at least one formal written evaluation each year. This evaluation should be completed no later than May 31st. Unit members have the right to review the evaluation in privacy and to request a meeting with the evaluator. Unit members may request to have an Association Representative at the meeting. Unit members may submit a written response to the evaluation. A printed copy of the written response must be received by the Assistant Superintendent within seven days of receipt of the evaluation. Each written response must identify the evaluation to which it is responding.
- B. The original evaluation, signed by the evaluator and the unit member, shall be placed in the member's personnel file at the District Office, along with the unit member's written response, if any. A copy will be provided to the unit member.
- C. Unit members will be evaluated by the following supervisors:
 - 1. Custodians - Director of Facilities III and/or Building Principal and/or designee
 - 2. Head Custodians - Director of Facilities III and/or Assistant Superintendent for Business and/or designee
 - 3. Grounds Workers (includes Senior Grounds Worker) - Director of Facilities III and/or Assistant Superintendent for Business and/or designee
 - 4. Clericals and Paraprofessionals - Administrator and/or Building Principal
 - 5. Bus Drivers/School Monitors - Mechanic IV/Head School Bus Driver and/or Assistant Superintendent for Business and/or Building Principal
 - 6. Mechanics - Mechanic IV/Head School Bus Driver and/or Assistant Superintendent for Business
 - 7. Computer Technicians/Network Engineers - Network System Administrator and/or designee
 - 8. Neighborhood Aides - Building Principal and Administrator

1.10 LEGISLATIVE ACTION

- A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

1.11 DURATION OF AGREEMENT

- A. This Agreement shall be in effect for a period of four years, commencing on July 1, 2021, and terminating on June 30, 2025.

2. COMPENSATION AND RELATED MATTERS

2.01 WAGES

- A. Effective July 1, 2021, the salaries of unit members covered by this Agreement for the period July 1, 2021 through June 30, 2025, are set forth in Schedule A, B, C, and D, attached hereto. Schedule A, salary schedule for the 2021-2022 school year reflects a 1.75% increase to the 2020-2021 salary schedule. Schedule B, salary schedule for the 2022-2023 school year reflects a 1.75% increase to the 2021-2022 salary schedule. Schedule C, salary schedule for the 2023-2024 school year reflects a 1.75% increase to the 2022-2023 salary schedule. Schedule D, salary schedule for the 2024-2025 school year reflects a 1.75% increase to the 2023-2024 salary schedule.
1. Paraprofessionals — Before the application of each across-the board percentage increase listed above in Section 2.01(A), the paraprofessionals (column J on the salary schedule) will receive a 0.5% increase at each step. This provision will sunset upon expiration of the term of this contract.
 2. Each school year, the District will grant a \$1,000 annual stipend to all paraprofessionals permanently assigned as a 1:1 aide to a student. To qualify, the 1:1 assignment must be pursuant to a CSE-delineated IEP requirement for a 1:1 aide. Partial-year assignments will be prorated. Stipend installments will be paid quarterly, beginning in the summer of 2021.
- B. Step Movement**
1. A unit member must have worked 92 days of the previous school year, excluding days that school is closed, to be eligible to move to the next step the following school year.
 2. If a unit member is hired as a leave replacement prior to or on the first day of the second semester, and provided that her/his employment continues uninterrupted through the end of any given school year, and is subsequently hired at the start of the following school year, the unit member will be advanced to the next step.
- C. Clarification - All vacation days and seniority status shall remain in full force and effect. Vacation time and seniority are determined by actual hiring date.
- D. Paraprofessional Summer School Wages - Wages shall be paid at the rate of \$20.00 per hour, or the individual's hourly rate, whichever is higher.
- E. Athletic Events - Chaperones and clock-keepers for single and double athletic events shall be compensated at the same rate designated in the EHTA contract.
- F. All unit members will participate in the direct deposit payroll program.

G. Bus Drivers/School Monitors who are required to work during a holiday, weekends or vacations shall be paid their regular rate of pay or rates applicable under Article 2.03.D based on the following:

- Less than 4 hours - paid 4 hours
- More than 4 hours, less than 8 hours - paid 8 hours
- Greater than 8 hours - paid for exact number of hours

It is understood that this pay is in addition to their regular salary spread out over 21 or 26 pay periods. Bus drivers/School Monitors shall have their pay divided by 194 days to calculate their per diem rate of pay.

H. The District may issue pay stubs to unit members electronically. The unit member shall have the option of having the pay stub sent to their district or personal email. The unit member must notify the district in writing of their choice by September 1st and such designation remains in effect for subsequent years unless the unit member notifies the district in writing of any change. A unit member who selects to have the pay stub sent to their personal email is responsible for notifying the district of any change of email address.

2.02 LONGEVITY INCREMENTS

A. In addition to the salary designated in the Salary Schedules A, B, C, and D attached hereto, unit members on Step 16 shall receive an additional \$1,025 annually, unit members on Step 17 shall receive an additional \$1,825 annually, and unit members on Step 18 shall receive an additional \$2,375 annually. The longevity payment for the 2021-22 school year shall be payable to the unit members in complete sum, less usual withholdings and deductions, in the next possible payroll payment. The 2022-2023, 2023-2024 and 2024-2025 longevity payments shall be paid to unit members in equal installments during the pay periods of the 2022-2023, 2023-2024 and 2024-2025 school years, respectively.

2.03 OVERTIME PAY

A. Effective close of business June 30, 2020, overtime will be paid to all unit members at time and one-half the unit member's regular hourly rate for all hours worked in excess of 40 hours in a workweek, excluding all sick leave, personal leave, bereavement leave, leave without pay and vacations.

B. If any unit member who was not regularly scheduled is called in to work, that member shall be guaranteed at least one hour overtime pay at a rate of time and one-half.

C. Unit members shall be offered overtime prior to any non-unit member being offered overtime. All overtime work must be preapproved by the Assistant Superintendent for Business or designee.

D. Hours worked on paid holidays and Sundays shall be paid at double the unit member's

regular hourly rate, except as provided for in Article 2.07 Section B.

2.04 NIGHT DIFFERENTIAL

- A. Unit members, hired prior to July 1, 1995 on regularly assigned shifts between the hours of 6:00 p.m. and 6:00 a.m. shall be paid an additional 5% of their base pay. Any unit members hired after July 1, 1995 on regular assigned shifts between the hours of 10:00 p.m. and 6:00 a.m. shall be paid an additional 5% of their base pay. The night differential shall begin at 6:00 p.m. for all applicable custodial personnel.

2.05 ANNUAL INCREMENT

- A. Annual increments for full and part-time unit members are automatic, except that by action of the Board any increment may be withheld for unsatisfactory performance.

2.06 PART-TIME SALARY

- A. A part-time unit employee who becomes a full-time employee will receive prorated salary credit based upon years of service and number of hours worked.
- B. The part-time unit employee's salary shall be prorated based upon the number of hours worked as compared to those of a full-time employee on the same step.

2.07 STIPENDS

- A. Appointments to stipended positions will be made by the Board of Education on an annual basis, or during the school year due to a vacancy, from among the qualified internal candidates who apply for such positions. Such appointments shall be made at the sole discretion of the Board of Education and shall not be subject to the grievance procedure.
- B. Notwithstanding Article 2.03 Section D of this Agreement, unit members receiving a stipend shall not be paid double time for working on Sundays and/or holidays for the first five instances during each school year.
- C. Annual stipends are as follows:

Lead Driver	-	\$6,200
Senior Grounds Worker	-	\$8,200
Senior Custodian, E.S. and M.S.	-	\$8,200
Senior Custodian, H.S.	-	\$11,200
Head Night Custodian	-	\$13,000
District Wide Head Custodian	-	\$15,000

2.08 SALARY CREDIT FOR PROMOTION

- A. When a unit member moves upwards from one title to another (e.g. paraprofessional to clerical, paraprofessional to teaching assistant), the member shall receive at least one step for every two years of service to the District.

2.09 SERVICE CREDIT

- A. Effective July 1, 2001, a unit member who is hired as "full-time leave replacement" and continues his/her employment in a regular position in the District will be entitled to receive "years of service credit" from his/her initial start date with the District and other terms and conditions of employment, e.g. vacations, sick days, etc.

2.10 IMPLEMENTATION OF EDUCATIONAL CREDIT SYSTEM

- A. A committee, consisting of three members appointed by the Superintendent and four unit members appointed by the Association (one clerical, one building and grounds, one paraprofessional, one transportation) will be formed for the purpose of exploring the implementation of a job-related educational credit system whereby unit members' salaries reflect their educational advancement.

2.11 TAX SHELTERED ANNUITIES

- A. In accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954 as amended, the clerk of the school district is authorized to approve on behalf of the Board of Education applications from employees for agreements with the school District for reductions in contract salary, the amount of such reduction to be remitted to the approved annuity program for application to a non-forfeitable annuity account, maintained under the terms of a contract or contracts qualifying for the purposes of Section 403(b) issued by such present insurers and any others as may from time to time be authorized.
- B. Changes in tax-sheltered annuities require two weeks' notice with the exception of a September change, which requires one month's notice.

2.12 REIMBURSEMENT FOR MILEAGE

- A. Unit members who are required to use their own vehicles for job-related duties will receive mileage reimbursement based on the IRS rate of reimbursement per mile.

3. BENEFITS

3.01 SICK LEAVE

- A. 12 Month Employees: Sick leave of fifteen days at full pay is automatic unless a unit member takes an unpaid leave of absence for a non-FMLA qualifying event at any time

during the school year, in which case the annual sick leave will be prorated. All unused sick leave shall accumulate yearly. However, only one hundred and eighty-five days plus the fifteen days accumulated in the last year of employment for a total of two hundred may be accumulated for the purpose of a cash payout upon separation. It is understood that any sick days used above the one hundred and eighty-five days shall be for serious illness. Extension of sick leave may be granted at the discretion of the Board of Education.

- B. 10 Month Employees: Sick leave of twelve days at full pay is automatic unless a unit member takes an unpaid leave of absence for a non-FMLA qualifying event at any time during the school year, in which case the annual sick leave will be prorated. All unused sick leave shall accumulate yearly. However, only one hundred and fifty days plus the twelve days accumulated in the last year of employment for a total of one hundred sixty-two may be accumulated for the purpose of a cash payout upon separation. It is understood that any sick days used above the one hundred and sixty-two days shall be for serious illness. Extension of sick leave may be granted at the discretion of the Board of Education.
- C. The District shall notify staff yearly of accumulated sick day totals.
- D. Whenever a unit member is absent from school and unable to perform his/her duty as the result of an assault sustained on the job, he/she will be paid his/her full salary less the amount of any worker's compensation payments or awards for the period of such absence up to one school year. No part of such absence will be charged to his/her annual or accumulated sick leave. The Board of Education may provide, at its discretion, the same benefit for unit members who are injured in the line of duty. The Board's exercise of discretion is not subject to arbitration or review.
- E. The first five days of unused sick leave will not be charged to sick leave during the final year of the unit member's employment unless they utilize the Sick Bank during the final year.
- F. **Sick Leave Bank**

A Sick Leave Bank to be used in cases of absences due to serious illness, serious accident or serious disability (including confidential employees - see Section 1.01B) will be established as follows:

1. The Sick Leave Bank shall be funded by voluntary contributions of participating unit members. Each member who wishes to participate will contribute two of his/her sick days to the bank. Unit members wishing to participate shall indicate their intent in writing on a form supplied by the District. Forms must be filed in the District Office not later than the first Monday of October or within thirty days of employment if a member is hired after the commencement of the school year.
2. Once the number of days in the bank reaches 150, members of the bank will not be

required to contribute further. However, should the bank deplete to below 100 days, then in order to remain a member of the bank, each member must donate one additional sick day upon the request of the Sick Bank Committee. Any member failing to provide sick days to the Sick Bank shall forfeit membership in the bank, along with all previously donated sick days. Those unit members who have exhausted their sick leave allotment are exempt from the replenishment requirement for that school year.

3. The Sick Leave Bank shall be administered by a committee of five members: three members appointed by the President of the Association, and two members appointed by the Superintendent. The committee will determine which Sick Leave Bank members shall receive bank days and will administer the bank as outlined below. Any changes in the guidelines must be approved by a unanimous (5-0) vote of the committee.
 - a. For use of bank days, an absence is defined as an involuntary leave from work due to serious illness or serious non-work related accident or disability.
 - b. Members must have exhausted all of the regular paid sick leave allotment and vacation days, including their accumulated sick leave, in order to use the bank. The committee reserves the right to direct the member to the District's disability program. Members must apply to the Sick Leave Bank within thirty days of the exhaustion of their sick leave allotment and vacation days.
 - c. Upon retiring or resigning from the District, members must pay back all sick bank leave days owed the sick bank before member schedules vacations or is paid for unused sick or vacation days.
 - d. No benefits of the Sick Leave Bank may be used by a member on unpaid leave or after leaving the District.
 - e. Members who use the bank are expected to return to work upon recovery from their illness or disability.
 - f. The consecutive days of the Sick Leave Bank used by any one individual shall not exceed forty working days per incident (committee may grant more days if member has paid back prior allotment). At its discretion, the committee may grant more than the maximum of forty days.
 - g. Applications will be considered by the committee in the order in which they are filed.
 - h. Upon request, members using sick bank days must submit verification of their medical condition by attending physician(s). The District and/or the Association reserve the right to obtain second opinions.
 - i. For each new serious illness or non-work related accident or disability, the

above conditions must be met.

- j. Upon returning to service of the District, each Sick Leave Bank user is obligated to repay those days received in the following manner:

- 1) The number of days to be repaid yearly shall be one-tenth of the total number of days borrowed, or no less than three days per year, whichever is greater, unless it is the final year of employment.
- 2) Members who qualify and wish to apply for Sick Leave Bank days may obtain an application from their respective building office.

- G. The committee will consider applications in the order in which they are filed. The committee reserves the right to review the prior sick days' usage of the applicant(s) before rendering a decision.
- H. The District shall notify unit members yearly of accumulated sick day totals (for 12 month unit members - before July 15th; for school-year unit members - before the start of the school year).

I. Separation Agreement

- 1. Reimbursement for accumulated sick/personal days shall be paid to retiring bargaining unit members upon separation from the District, in accordance with the following: if the bargaining unit member submits an irrevocable letter of resignation for purposes of retirement on or before February 1st of the year of retirement with an effective retirement date of the close of business June 30th, the unit member shall be paid 57% of the unused sick/personal leave. The maximum number of accumulated sick/personal days for this payment is 200 days for 12-month employees or 162 days for 10-month employees. Payment for accumulated sick/personal days shall be calculated based on the unit member's regular daily rate of pay. Unused sick/personal days shall not be paid in a case of discharge for cause.

Reimbursement for accumulated sick/personal days to retiring unit members upon separation from the district who do not submit an irrevocable letter of resignation for purposes of retirement on or before February 1 of the year shall be paid 52% of unused sick/personal leave. The maximum number of accumulated sick/personal days for this payment is 200 days for 12-month employees or 162 days for 10-month employees. Payment for accumulated sick/personal days shall be calculated based on the unit member's regular daily rate of pay. Unused sick/personal days shall not be paid in a case of discharge for cause.

- 2. In the event of the death of a bargaining unit member while in the employ of the District, the bargaining unit member's estate shall be remunerated for any unused sick/personal days.

3. All payments due this subsection I shall be made as an Employer Non-Elective Contribution to the 403(b) account of each covered unit member in accordance with the following terms and conditions:
- a. No Cash Option: No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-Elective Contribution(s) described herein.
 - b. Contribution Limitations: In any applicable year, the maximum Employer Contribution shall not cause a unit member's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. In the event that the calculation of the Employer Non-Elective Contribution exceeds the applicable Contribution Limits, the excess amount shall be paid as compensation directly to the unit member. In no instance shall the unit member have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution.
 - c. 403(b) Accounts: Employer contributions may be made to any provider of IRC Section 403(b) accounts approved by the District and selected by the individual employee.
 - 1. Tier I Adjustments: For Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contributions hereunder will be reported as non-regular compensation to the New York State Employees' Retirement System.
 - 2. This subsection I ("Separation Agreement") shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and the District shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
 - a. Both the District and the unit member are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the unit member's Includible Compensation.
 - b. Retiring members are required to submit a signed copy of the "Separation Agreement" (attached) to be eligible for retiree medical benefits.

- c. This provision shall be without cost to the District. In the event that the administration of this benefit results in a financial cost, the District may terminate this benefit or, at its option, negotiate a mutually agreeable alternative. This benefit shall not be provided unless and until a Hold Harmless agreement satisfactory to the District is entered into between approved providers and the District.

3.02 LEAVES

A. Personal Days/Leave

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 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.)

- B. **Bereavement Leave** - The District shall approve a maximum of five (5) days requested by a unit member for a death in the immediate family (employee's spouse, children, father, father-in-law, mother, mother-in-law, brother, sister, domestic partner, grandmother, grandfather, step children, step mother, step father) to be utilized within twenty-five (25) calendar days of the immediate family member's date of death, provided that the unit member submits evidence of the date of death within two weeks of the unit member's return to work following such leave. The bereavement days will not be charged to sick-leave.

C. Leave without Pay

1. After one full school year of employment, a leave of absence without pay of up to two years may be granted to any unit member who joins the Peace Corps, VISTA, the

Armed Forces of the United States, or for participation in professional activity, child rearing, public service, holding of public office (elective or appointive). If a second year is requested and granted, it shall be without pay and without District subsidized medical benefits. COBRA is available to the employee should it be chosen as an option. Upon returning from such leave, the unit member will be placed on the next successive step. A leave of absence prior to one full year of service will be at the discretion of the Board of Education.

2. Except for child rearing, leaves of less than one full school year will be granted for urgent personal business only as determined by the Board of Education.
3. Unit members on leave must notify the District prior to April 1 regarding their intent to return to work the next school year.
4. Child rearing leave shall be without pay. A leave of absence prior to one full year of service will be at the discretion of the Board of Education. The first full year of the leave will include medical benefits as offered to all employees. If a second year is requested and granted, it shall be without pay and without District subsidized medical benefits. COBRA is available to the employee should it be chosen as an option.

3.03 VACATIONS

- A. 12 month unit members shall be entitled to two weeks of paid vacation annually at the convenience of the District in years 2-5, three weeks' vacation in years 6-10, four weeks' vacation thereafter.

In the first school year of employment, such unit members will earn and may use vacation time at the rate of one day for each month of employment (maximum of ten days). There shall be no carryover of vacation days.

3.04 HOLIDAYS

- A. 12 month unit members are guaranteed 13 fully paid holidays. Additional day/s, if necessary, will be determined by the Superintendent after consultation with the unit's liaison committee. All 12 month full time unit members shall receive the following paid holidays provided school is not in session:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr.'s BD
Veterans' Day	Presidents' Day
Day before Thanksgiving (floating)	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

- B. Ten-month bargaining unit members shall receive eleven paid school holidays.

Independence Day and Labor Day are not to be included.

- C. Rosh Hashanah and Yom Kippur will be paid holidays to all 12 month Association members if school is closed in observance of these days.
- D. Christmas Eve will be a paid holiday for all 12 month unit members if school is closed in observance of that day.
- E. Juneteenth shall be a paid holiday for all 12-month unit members when falling on a weekday or observed on a weekday.

3.05 HEALTH AND DENTAL INSURANCE

- A. The District shall keep in force group health and dental insurance policies, covering members and their dependents on an annual basis with the exception of seasonal employees working less than six months and unit members whose regularly scheduled work week is less than twenty hours.
- B.
 - 1. The District shall be responsible for 90% of the total cost of the health plan and the unit members will be responsible for 10% of the total cost of the health plan.
Effective July 1, 2017, the District shall be responsible for 89% of the total cost of the health plan and the unit members will be responsible for 11% of the total cost of the health plan. Effective July 1, 2019, the District shall be responsible for 88% of the total cost of the health plan and the unit members will be responsible for 12% of the total cost of the health plan.

Effective July 1, 2022, the District shall be responsible for 87% of the total cost of the health plan and the unit members will be responsible for 13% of the total cost of the health plan.

For new unit members hired on or after July 1, 2021, the District shall be responsible for 86% of the total cost of the health plan and the unit members will be responsible for 14% of the total cost of the health plan.
 - 2. The District shall fund a flexible benefit plan (IRS Section 125) for each member of the bargaining unit in the amount of amount of \$231.00 per year for a family plan; \$167.00 for a double plan; and \$103.00 per year for an individual plan. This provision shall expire on June 30, 2017.
- C. The District's Insurance Committee, consisting of the Superintendent, the District's Business Manager, and one representative of each of the following groups: the E.H.T.A., the E.H.U.F.S.D.S.R.P.A., the Administrators' Association, the Retired Teachers' Association and the Board of Education, will meet at least quarterly to review the plan and consider adjustments.

- D. If, at the end of this contract, a new contract has not been agreed upon, the District shall continue to fund the Health Insurance Plan at the rate stated in Section 3.05B.
- E. The District shall provide health insurance benefits to retirees who reach age fifty with at least ten years of service wholly within the EHUFSD, and the District will be responsible for paying 90% of the premium for individual coverage and 35% of the premium for dependent coverage. Effective July 1, 2017, the District will be responsible for paying 89% of the premium for individual coverage and 35% of the premium for dependent coverage. Effective July 1, 2019, the District will be responsible for paying 88% of the premium for individual coverage and 35% of the premium for dependent coverage. The District's election to pay any greater amount and thus reducing the retiree's contribution will not obligate it to continue making contributions in excess of the percentages set forth herein. Upon reaching eligibility for Medicare, the health benefit of the District's plan will be secondary to Medicare coverage and coordinate with Medicare coverage. The District shall enter into individual contracts with retirees to effectuate the terms of this provision. The attached Schedule E, entitled Retirees Health Benefit Letter of Agreement, reflects the terms of this provision.
- F. Should the health insurance plan become under-funded in the last year of this contract or on the extension of this contract, either party has the right to reopen Section 3.05.B to negotiate additional funding for the insurance plan. The President of the Association and the Superintendent shall designate representatives to assume the responsibilities of these negotiations.
- G. The District shall keep in force non-contributory dental insurance for unit members and their dependents.

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.

Effective July 1, 2022, unit members who apply on or before June 1, 2022 to waive District health insurance coverage for the 2022-2023 school year will receive a waiver payment in the amount of \$6,000 for waiving health coverage for a twelve-month period, without regard to the number of District employees waiving health insurance. This

timeline and process will be continued in subsequent years.

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 prorated.
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.

3.06 LIFE INSURANCE

- A. The District shall purchase term life insurance covering each unit member, spouse and dependent in the sum of \$20,000 for unit member; \$5,000 for spouse; and \$2,000 for each dependent.

3.07 DISABILITY INSURANCE

- A. The District shall provide a non-contributory long-term disability insurance policy for the unit members of this Association.

3.08 COMPENSATION FOR DAMAGE TO PERSONAL PROPERTY

- A. A unit member will be compensated up to \$500 for personal property resulting from personal property being damaged during the performance of his/her duties in the employ of the District. Such compensation is applicable when the unit member has not been negligent or at fault. The unit member must first seek reimbursement through his/her personal insurance policy.

3.09 RETIREMENT

- A. Eligible unit members will be provided with retirement plans 75-I and 41-J.

3.10 EAP

- A. An employee assistance program (EAP) available to all unit members at no cost to the individual for basic services.

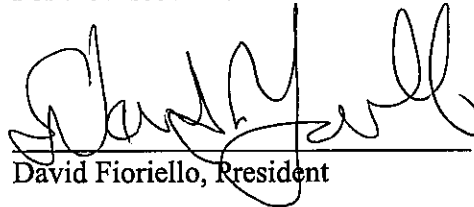
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS TO THIS AGREEMENT.

Dated: _____, 2022
East Hampton, New York

For the Board of Education:

James P. Foster, President

For the Association:



David Fioriello, President

SCHEDULE A

July 1, 2021 - June 30, 2025

[illegible]

EHUFSDSRPA Agreement
July 1, 2021 - June 30, 2025

[illegible]

SCHEDULE C

EHUFSDSRPA Agreement
July 1, 2021 - June 30, 2025

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39	1693,119	1695,899	1698,679	1701,459	1704,239	1707,019	1709,799	1712,579	1715,359	1718,139	1720,919	1723,699	1726,479	1729,259	1732,039	1734,819	1737,599	1740,379	1743,159	1745,939	1748,719	1751,499	1754,279	1757,059	1759,839	1762,619	1765,399	1768,179	1770,959	1773,739	1776,519	1779,299	1782,079	1784,859	1787,639	1790,419	1793,199	1795,979	1798,759	1801,539	1804,319	1807,099	1809,879	1812,659	1815,439	1818,219	1820,999	1823,779	1826,559	1829,339	1832,119	1834,899	1837,679	1840,459	1843,239	1846,019	1848,799	1851,579	1854,359	1857,139	1859,919	1862,699	1865,479	1868,259	1871,039	1873,819	1876,599	1879,379	1882,159	1884,939	1887,719	1890,499	1893,279	1896,059	1898,839	1901,619	1904,399	1907,179	1909,959	1912,739	1915,519	1918,299	1921,079	1923,859	1926,639	1929,419	1932,199	1934,979	1937,759	1940,539	1943,319	1946,099	1948,879	1951,659	1954,439	1957,219	1959,999	1962,779	1965,559	1968,339	1971,119	1973,899	1976,679	1979,459	1982,239	1985,019	1987,799	1990,579	1993,359	1996,139	1998,919	2001,699	2004,479	2007,259	2010,039	2012,819	2015,599	2018,379	2021,159	2023,939	2026,719	2029,499	2032,279	2035,059	2037,839	2040,619	2043,399	2046,179	2048,959	2051,739	2054,519	2057,299	2060,079	2062,859	2065,639	2068,419	2071,199	2073,979	2076,759	2079,539	2082,319	2085,099	2087,879	2090,659	2093,439	2096,219	2098,999	2101,779	2104,559	2107,339	2110,119	2112,899	2115,679	2118,459	2121,239	2124,019	2126,799	2129,579	2132,359	2135,139	2137,919	2140,699	2143,479	2146,259	2149,039	2151,819	2154,599	2157,379	2160,159	2162,939	2165,719	2168,499	2171,279	2174,059	2176,839	2179,619	2182,399	2185,179	2187,959	2190,739	2193,519	2196,299	2199,079	2201,859	2204,639	2207,419	2210,199	2212,979	2215,759	2218,539	2221,319	2224,099	2226,879	2229,659	2232,439	2235,219	2237,999	2240,779	2243,559	2246,339	2249,119	2251,899	2254,679	2257,459	2260,239	2263,019	2265,799	2268,579	2271,359	2274,139	2276,919	2279,699	2282,479	2285,259	2288,039	2290,819	2293,599	2296,379	2299,159	2301,939	2304,719	2307,499	2310,279	2313,059	2315,839	2318,619	2321,399	2324,179	2326,959	2329,739	2332,519	2335,299	2338,079	2340,859	2343,639	2346,419	2349,199	2351,979	2354,759	2357,539	2360,319	2363,099	2365,879	2368,659	2371,439	2374,219	2376,999	2379,779	2382,559	2385,339	2388,119	2390,899	2393,679	2396,459	2399,239	2402,019	2404,799	2407,579	2410,359	2413,139	2415,919	2418,699	2421,479	2424,259	2427,039	2429,819	2432,599	2435,379	2438,159	2440,939	2443,719	2446,499	2449,279	2452,059	2454,839	2457,619	2460,399	2463,179	2465,959	2468,739	2471,519	2474,299	2477,079	2479,859	2482,639	2485,419	2488,199	2490,979	2493,759	2496,539	2499,319	2502,099	2504,879	2507,659	2510,439	2513,219	2515,999	2518,779	2521,559	2524,339	2527,119	2529,899	2532,679	2535,459	2538,239	2541,019	2543,799	2546,579	2549,359	2552,139	2554,919	2557,699	2560,479	2563,259	2566,039	2568,819	2571,599	2574,379	2577,159	2579,939	2582,719	2585,499	2588,279	2591,059	2593,839	2596,619	2599,399	2602,17

EHUFSDSRPA Agreement
July 1, 2021 - June 30, 2025

[illegible]

EAST HAMPTON UNION FREE SCHOOL DISTRICT
4 Long Lane
East Hampton, New York

2021-2022
SEPARATION AGREEMENT

This is an agreement by and between the EAST HAMPTON UNION FREE SCHOOL DISTRICT and _____ a retired employee of the School District – hired prior to July 1, 2021.

In consideration of the services rendered _____ as an employee and upon the event of his/her retirement, the EAST HAMPTON UNION FREE SCHOOL DISTRICT agrees that it shall provide health insurance benefits pursuant to Contractual Agreement between the parties, as more fully set forth herein unless and until such obligation is modified by any subsequent contractual agreement between the School District and **East Hampton School Related Professionals Association**.

It is understood by the parties that the health benefits provided to retirees shall be at the same level of health benefits in effect for employees who are in active service for the School District pursuant to the applicable contractual agreement in effect at the time that the health benefits are provided. "Health benefits" means the benefits provided under the health plan, and not the School District's contribution therefore. **The contribution that the School District is obligated to make pursuant to this agreement is 88% of the premium for individual benefits and 35% of the premium for dependent benefits.** The School District's election to pay any greater amount shall not obligate it to continue to make contributions in excess of the percentages set forth herein.

It is further understood that _____, upon reaching the age of eligibility for Medicare, the health benefits of the District's plan shall be secondary to Medicare coverage and coordinated with Medicare.

By the signature that appears below, the School District acknowledges that this agreement has been adopted by a formal resolution of the Board of Education of the School District at a duly constituted meeting.

EHUFSD Employee/Print Name

EHUFSD Employee/Signature

Adam S. Fine, Superintendent of Schools

Date: _____

Date: _____

EAST HAMPTON UNION FREE SCHOOL DISTRICT
4 Long Lane
East Hampton, New York

2022-2023, 2023-2024, 2024-2025
SEPARATION AGREEMENT

This is an agreement by and between the EAST HAMPTON UNION FREE SCHOOL DISTRICT and _____ a retired employee of the School District – hired prior to July 1, 2021.

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EHUFSD Employee/Print Name

EHUFSD Employee/Signature

Date: _____

Adam S. Fine, Superintendent of Schools

Date: _____

EAST HAMPTON UNION FREE SCHOOL DISTRICT
4 Long Lane
East Hampton, New York

2021-2022, 2022-2023, 2023-2024, 2024-2025
SEPARATION AGREEMENT

This is an agreement by and between the EAST HAMPTON UNION FREE SCHOOL DISTRICT and _____ a retired employee of the School District – hired on or after July 1, 2021.

In consideration of the services rendered _____ as an employee and upon the event of his/her retirement, the EAST HAMPTON UNION FREE SCHOOL DISTRICT agrees that it shall provide health insurance benefits pursuant to Contractual Agreement between the parties, as more fully set forth herein unless and until such obligation is modified by any subsequent contractual agreement between the School District and **East Hampton School Related Professionals Association**.

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EHUFSD Employee/Print Name

EHUFSD Employee/Signature

Date: _____

Adam S. Fine, Superintendent of Schools

Date: _____

VISA® CommUNITY CARD APPLICATION**Elan Location Code (Required)**If no Location Code indicated,
App can not be processed.

All fields are REQUIRED. Any missing information may cause your application to be delayed or declined.

ATTENTION**APPLICATION MUST BE COMPLETED AND ALL SECTIONS MUST BE SIGNED**

Any missing information or signatures could delay the processing of your application and require additional calls.

CARD OPTIONS
CHOOSE ONE**Non-Profit (NP)**☐ **Visa CommUNITY Card (No Rewards)** COCV SC 07415 PC 4045 KP:E☐ **Visa CommUNITY Card w/Rewards** COCV SC 07416 PC 4047 KP:E**Municipalities (MU)**☐ **Visa CommUNITY Card (No Rewards)** COCV SC 07417 PC 4045 KP:E☒ **Visa CommUNITY Card w/Rewards** COCV SC 07418 PC 4047 KP:E

Note: If no selection is made or both products are selected, we will process your application for a Visa CommUNITY Card (No Rewards).

SEE SUMMARY OF ACCOUNT TERMS ON PAGE 6 FOR FEES AND OTHER COST INFORMATION.

ORGANIZATION INFORMATION

Legal Organization Name EAST HAMPTON UNION Free School DISTRICT			
Organization Name to Appear on Card (maximum of 21 characters) EAST HAMPTON UFSD			Tax ID Number 11-6001968
Street Address (No PO Boxes Allowed, U.S. Addresses Only) 4 Long Lane			Suite/Unit #
City EAST HAMPTON	State NY	ZIP Code 11937	
Doing Business As (DBA) Name		Doing Business As (DBA) Street Address (NO PO Boxes Allowed, U.S. Addresses Only)	
City		State	ZIP Code
Mailing Address (If Different Than Above)		City	
State	ZIP Code	Year Organization Established	Organization Phone Number (631) 329-4109
Gross Annual Sales: \$		Total Organization Anticipated Monthly Credit Card Spend: \$	

ORGANIZATION STRUCTURE
AND CASH ACCESS

Legal Structure: <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Municipality	Nature of Business (Describe your organization in 5 words or less.) SCHOOL DISTRICT		
Type of Industry: <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Finance, Insurance, Real Estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining <input type="checkbox"/> Public Administration <input type="checkbox"/> Retail Trade <input type="checkbox"/> Services <input type="checkbox"/> Transportation <input type="checkbox"/> Other SCHOOL DISTRICT			
Industry Sub Group (e.g. Women's clothing if Retail Trade selected above)		NAICS Code: 6-digit Business Classification Code. (See www.naics.com/search to locate code.)	
Cash access enabled on any organization cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Country of Formation: (If "Other" provide country name.) <input checked="" type="checkbox"/> USA <input type="checkbox"/> Other		

ACCOUNT
RELATIONSHIP
INFORMATION

Enter your total assets and length of relationship with this Financial Institution.

Combined Checking, Savings and Money Market Accounts \$	Combined Investment and Retirement Accounts \$	Please provide the length of time, in years, that you have had a financial relationship with this Institution (if applicable): Years 30
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May 2, 2022

To Whom It May Concern:

The East Hampton Union Free School District is in possession of a risk assessment internal audit conducted by Questar III BOCES for the 2020-2021 school year, a copy of which is attached to this Corrective Action Plan for reference.

The following is intended to serve as the Corrective Action Plan for the internal audit, but should be read with the following proviso: The District as well as the auditor were in a period of transition during this audit and the documentation was not received by the District until nearly a year after the audit visit had been conducted. There is nothing in the record to indicate that the District reviewed this material in draft form or sought to act on the voluminous findings contained therein. Parties who read this document should note that the District is in the process of taking action to correct many of these deficiencies.

Should you have any questions, please contact Sam M. Schneider, the Assistant Superintendent for Business, at (631) 329-4105.

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Corrective Action Plan

Item 1 - Banking

- A) During our review of wire transfer authorizations, we noted that the District has not established a transfer amount limit for external wire transfers.

The District should consider establishing a transfer limit with their bank and have the limit approved annually by the Board.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer, and with the agreement of the Superintendent of Schools, will seek to place this item before the Board of Education at the July 2022 annual reorganizational meeting.

- B) We noted the amount of startup cash for school lunch was missing from the approved reorganizational meeting minutes.

At the reorganizational meeting the board should approve the amount of startup cash for school lunch. This would ensure additional transparency to the public.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer, and with the agreement of the Superintendent of Schools, will seek to place this item before the Board of Education at the July 2022 annual reorganizational meeting.

- C) The District does not use a positive pay system with the bank.

The District should implement controls over cash that will limit threats from outside the organization. These controls include establishing a positive pay system with the bank. This would require that the District instruct the bank regarding the checks that it has issued and has authorized the bank to pay. To accomplish this, the District would create an electronic file of checks issued that would include the amounts and check numbers. The bank would be required to refer to this list before it could clear a check from the District's account. This control would limit the District's exposure to check raising and fraudulent checks being paid from District's funds. We recommend that the District work with banking institutions to establish this controls over District funds.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer, and with the agreement of the Superintendent of Schools, will seek to have this item in place prior to the July 2022 annual reorganizational meeting.

- D) The computer used for wire transfers is not dedicated only to this use. Programs which compromise wire transfer controls are often introduced via Internet use unrelated to banking. Optimal security related to wire transfers is achieved via a dedicated computer.

The District should establish a computer dedicated to banking, particularly for wire transfers.

Response: Wire transfers are not done by computer. The form (s) require two signatures and forms are taken to the bank. The bank then calls the treasurer the day of the wires and confirms. Should the District move towards an online system, we will seek to arrange our system in compliance with this comment.

Item 2 - Staffing

- A) The business office has not developed operational procedures for some of the key functions, specifically Payroll. In addition, the business office's level of cross training could use improvement.

The business office should create operational procedures for key business office responsibilities. In addition, business office employees should obtain a level of cross training without sacrificing the proper segregation of duties.

Response: There is no doubt that the Business Office is in a period of transition. The Assistant Superintendent for Business will work with the Superintendent of Schools and the Assistant Superintendent to develop viable cross-training programs within the next six months.

Item 3 - Medicaid

- A) The District does not submit claims for Medicaid reimbursement. The New York State Education Department developed "Preschool/School Supportive Health Services Program" (SSHSP) which is a provider policy and billing handbook that provides information and guidance to those who coordinate and deliver related services and/or other special education programs and services to children with disabilities in the school districts and who participate in the New York State Medicaid Program.

The District has an opportunity to receive additional funds from the Medicaid reimbursement program. The District should consider developing a program to submit services for Medicaid reimbursement that follow the requirements identified from SSHSP.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Special Education, and with the agreement of the Superintendent of Schools, will seek to implement this change prior to the July 2022 annual reorganizational meeting.

Item 4 - Operations & Maintenance (O&M) Inventory

- A) The two pole barns used to store Building & Grounds equipment do not have exterior camera surveillance installed.

The District should consider installing camera surveillance to monitor activity.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Technology, and with the agreement of the Superintendent of Schools,

will seek to implement this change prior to the July 2022 annual reorganizational meeting.

Item 5 - Purchasing

- A) The District does not include a right-to-audit clause in formal contract agreements.

The District should consider including a right-to-audit clause in at least contract agreements relating to capital projects and service agreements. This could provide the District with the legal right to audit vendors' accounting records if billing information is suspected of including improper charges. The District should consult their attorney concerning this matter.

Response: The Assistant Superintendent for Business, in conjunction with the Superintendent of Schools, will seek legal advice before commenting on this recommendation.

Item 6 - Extra Classroom Activity

- A) We noted the elementary school has "clubs" where they perform fundraising activities and account for money with the central treasurer however they do not follow the instructions from SED's The Safeguarding, Accounting, and Auditing of Extra classroom Activity Funds, revised 2019). Extra classroom activity funds are defined in the Regulations of the Commissioner of Education as "Funds raised other than by taxation or through charges of a board of education, for, by or in the name of a school, student body or any subdivision thereof." Basically, extra classroom activity funds are those operated by and for the students.

These clubs are not technically classified as extra classroom activities. According to the Commissioner's Regulation Section 172.2, states that the program should be established for beyond 6th grade. The elementary grades funds should be accounted for in the Trust & Agency Fund.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

- B) The clubs do not consistently prepare accountability records to support the amount of cash collected at the point of sale for fundraising events that sell inventory.

Pupils collecting money should, whenever possible, issue prenumbered receipts in duplicate, the original to be given to the purchaser and the carbon to the pupil treasurer of

the activity. In cases where prenumbered receipts are not practical, for example, a candy sale, the activity treasurer, with the assistance of the advisor, should devise a method whereby the exact amount to be realized by the sale is determined in advance. This may be accomplished through the completion of an Activity Profit & Loss Statement.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

C) The clubs do not consistently maintain independent club ledgers.

Per the 2019 Manual, "The student activity treasurer shall keep a ledger showing all receipts and disbursements and indicating a daily running balance, which shall be on a form prescribed by the board of education. He/she shall file all supporting data chronologically as evidence for the entries made in ledger. The faculty adviser shall supervise the posting of the activity treasurer's ledger when approving payment orders on the central treasurer. At the end of the school year, the activity treasurer's ledgers shall be turned over to the faculty adviser after the completion of the final audit and be placed on file for the inspection and guidance of succeeding officers."

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022 and have training classes in effect for club advisors in Fall 2022.

D) Only one signature, the central treasurer, is necessary for issuing checks at the Middle and Elementary Schools.

According to Board Policy 1336, Duties of the Extra classroom Activity Fund Central Treasurer and Faculty Auditor, the Treasurer's duties include countersigning all checks disbursing funds from the Extra classroom Activity Account. This language indicates the requirement of more than one signature.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

E) It was noted that the advisors responsible for extra classroom activities have not received formal training relating to NYS regulations within extra classroom.

The District should consider providing a formal extra classroom training to the

club advisors and central treasurers.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022 and have training classes in effect for club advisors in Fall 2022.

- F) It was noted that clubs do not consistently use inventory control logs for goods purchased for fundraising events.

Items on-hand and held for resale or return should be adequately safeguarded against loss, theft or damage by securing them in an appropriate location with limited access. In addition, during sales campaigns inventory should be controlled using an Inventory Control Form. The clubs should use the log to report the amount of inventory purchased for resale, indicate when inventory has been provided to students to sell, and how much inventory was returned.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022 and have training classes in effect for club advisors in Fall 2022.

- G) The Board of Education does not receive financial reports from the extra classroom activity treasurers on at least a quarterly basis.

The District should consider revising Board policy 5520: Extra classroom Activity Fund to include the timeframe in which Extra classroom Activity Funds treasurers' reports will be provided to the Board.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

- H) We noted during our review of the June 30, 2019, audited financial statement that there were 6 clubs at the high schools, 4 clubs at the middle schools, and 1 club at an elementary school without financial activity. Clubs without financial activity for the entire year may be an indication that these are not bona fide clubs. In addition, we noted that there were 4 "clubs" with activity during the 2018/19 fiscal year, listed in the Extra classroom Activity Club financial statements that may not meet the definition of a club.

These are: The Greater East Hampton Education Foundation, Wendy Armstrong Memorial Fund, Katy Stewart Scholarship, and Mario Mayorga Scholarship.

The District should identify clubs that are not bona fide and remove them from the extra classroom activity fund. In order for clubs to be bona fide clubs, they should follow the guidelines identified from the New York State Education Department's (SED) The Safeguarding, Accounting, and Auditing of Extra classroom Activity Funds. The district should consider moving non-bona fide club funds to the Trust & Agency fund for accountability purposes.

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

Item 7 - Transportation

- A) The District does not use an electronic program for work orders and accounting for vehicle repairs or parts inventory. All information is reported on paper documents which can impact efficiency and increases the risk of loss of important information.

The District should consider purchasing ServiceFinder, a program from TransFinder which the District uses for bus routes, that manages parts inventory; accountability; coordinates bus availability; and calculates and categorizes garage costs.

Response: The Transportation Department is in the process of moving its location to a new building. The Assistant Superintendent for Business, in conjunction with the Director of Transportation, and with the approval of the Superintendent of Schools, will seek to reform this practice during Fall 2022 and Winter 2023.

- B) The Transportation Department does not perform a physical inventory for parts and supplies.

To ensure a formal inventory accountability, the department should perform a physical inventory annually. This would provide an audit trail in case the department was reviewed for any reason.

Response: The Transportation Department is in the process of moving its location to a new building. The Assistant Superintendent for Business, in conjunction with the Director of Transportation, and with the approval of the Superintendent of Schools, will seek to reform this practice during Fall 2022 and Winter 2023.

- C) The District does not have a policy prohibiting employees from using District facilities for work on their personal vehicle. However, employees are required to obtain permission from the Superintendent or Assistant Superintendent for Business.

The District should consider implementing a policy regarding employees using the bus garage for personal vehicles. If employees use the District's property for servicing their personal vehicles and are injured, the District may not have insurance coverage to protect them from any potential lawsuits.

Response: The Policy Committee will review this situation during Fall 2022 and make recommendations to the Board of Education on reformation of this practice.

Item 8 - Claims Auditing

- A) The District does not have a Deputy Claims Auditor in the event the Claims Auditor is unable to perform related duties for the District. Therefore, the District does not have contingency plan for the claims auditing process. Please refer to the following information regarding the state requirements: Who does not qualify as a claim's auditor: • A member of the district's board; • A clerk or treasurer of the board; • The superintendent; • Any district official responsible for business management; • An employee under direct supervision of the superintendent; • The district's purchasing agent; • Any clerical or professional personnel directly involved in accounting and purchasing; and • Any individual responsible for business operation.

The District should assign someone independent and separate from the business office operations as the deputy claims auditor. According to the state requirements, it lists the following individuals eligible for claims auditing: Who does qualify as a claim's auditor: Candidates for the position must should have or be able to obtain expertise in district finances and have expertise with purchasing policies. Candidates may include: • A district employee; • A person hired through an intermunicipal or shared service agreement; • An outside contractor; • A BOCES employee – however, the BOCES and the employee must meet all other requirements and it may not be appropriate for a BOCES to provide claims auditing services to one of its component districts since most of these districts would have material and significant contract payments to that BOCES; • An employee exempt from Civil Service classification (however, employees currently classified under civil service do not lose this classification); and • A district resident or nonresident

Response: Effective May 2022, the Board of Education retained the services of an accounting firm to act as Claims Auditor for the District.

Item 9 - Financial Reporting and Budgeting

- A) The District does not have the following documents posted on their website: • Most recent annual external audit report and the corrective action plan; and • Any final audit report issued by the state comptroller.

According to legislative information provided by the State of New York, it references to the following information: “Each school district shall in a timely fashion post on it’s website, if any, the annual external audit report and corrective action plan prepared in response to any findings contained in the annual external audit report or management letter, or any final audit report issued by the state comptroller.”

Response: The Assistant Superintendent for Business, in conjunction with the District Treasurer and with the approval of the Superintendent of Schools, will seek to reform this practice during Summer 2022.

Item 10 - Information Technology

- A) The District does not have a formal disaster recovery plan.

The District should develop and adopted a formal disaster recovery plan to ensure that the district is able to recover from an unexpected interruption in operations. This plan should include steps to be followed to obtain the necessary equipment and space to continue operations.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Technology, and with the agreement of the Superintendent of Schools, will seek to implement a disaster recovery plan during Fall 2022.

- B) Education Law 2-d protects personally identifiable student data related to students and sections become effective in January 2020. The District’s IT department is currently working to become compliant with the law. Areas the District still needs to address are: • Appointment of a Data Protection Officer; • Inclusion of the District’s bill of rights included in all vendor contracts where personally identifiable information (PII) may be utilized; • Training of all District staff on minimizing the collection and transmission of PII; • Develop protocol to address any events of a breach or unauthorized release of PII. The District continues to work towards full compliance with Ed-Law 2D but has not formally appointed a Data Protection Officer. However, the Parents Bill of Rights published on the District website indicates that the Superintendent should be notified of any complaints. The IT department has not had time to fully ensure all contracts are in

compliance with Ed Law 2D and additional training has not been provided to all staff. Consequently, the District is not fully able to monitor the usage of on-line subscriptions.

The District should appoint a Data Protection Officer and address the requirements of Education Law 2-d so the District will be complaint when the law becomes effective.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Technology, and with the agreement of the Superintendent of Schools, will seek to implement elements of these items during Fall 2022.

- C) The IT staff noted the District has many old hard drives stored on site which have not all been wiped clean of data.

The District should consider implementing a process to ensure all hard drives are wiped clean of data before being placed in storage until disposition.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Technology, and with the agreement of the Superintendent of Schools, will seek to implement elements of these items during Fall 2022.

Item 11 - Cash Receipts

- A) The Secretary to the Assistant Superintendent for Business has incompatible duties such as handling cash receipts and generating invoices to area school districts for tuition billings. Proper segregation of duties is an essential part of the District's internal controls and helps ensure the District is safeguarding assets.

The District should review the duties of the Secretary to the Assistant Superintendent for Business to determine which duties could be reassigned to another staff member. Strong internal controls require separating the custody, authorization, execution, and recording of transactions.

Response: There is no doubt that the Business Office is in a period of transition. The Assistant Superintendent for Business will work with the Superintendent of Schools and the Assistant Superintendent to develop internal controls within the next six months.

Item 12 - Fixed Assets

- A) The fixed asset control process could use improvement. We noted school District property, equipment and material that is moved from one location to another may not be tracked. Additionally, the District has not had a full physical inventory since 2011.

The District should consider implementing the following recommendations: Physical inventories should be done annually to ensure all assets are accounted for; and Require the use of a form to be completed when assets are moved and disposed.

Response: The Assistant Superintendent for Business, in conjunction with the Director of Technology, and with the agreement of the Superintendent of Schools, will seek to implement a full scale inventory during Fall 2022.

Item 13 - Human Resources

- A) An exit interview is not performed when employees resign from the District.

It is important to collect information from employees who have resigned. Undertaking an exit interview can identify areas that you can improve to help retain other staff. An exit interview should be offered to all employees who have resigned. This interview can be carried out by the employee's immediate manager, HR, or by providing the employee a self-addressed employee form for them to fill out on their own and send back to you. Exit interviews can identify both positive and negative reasons for departure: relationship with supervisors, their perception of pay, training, career opportunities and performance appraisal systems. They should also seek to gain the departing employees views on the working conditions offered by your District and ask for some suggestions for improvement. If you do collect exit interview information, then ensure that there is a process in place for appropriate and timely follow-up action to be taken on that feedback, otherwise, there is little value in collecting the information.

Response: The Assistant Superintendent, in conjunction with the Superintendent of Schools, will design a program for exit interviews during Fall 2022 and Winter 2023.

Item 14 - Special Education

- A) SED's STAC Unit produces monthly Gold Star Reports which list the total number of STAC records, the number of records verified, and the total number of records not verified. When all STAC records are verified, the District will receive a 'Gold Star'. It appears no employee is assigned to review the District's Goldstar Reports to ensure all STAC records have been verified. At the time of the risk assessment, the District was missing several 'Gold Stars'.

The District should assign an employee to be responsible to review the Goldstar Reports on a monthly or quarterly basis. Any unverified records should be investigated at that time. The District will not receive state aid until the records are verified.

Response: Effective April 2022, the District has retained the services of Questar III BOCES's STAC Service to assist with this matter. The Director of Special Education will review this matter further with that service.

- B) Education Law 912 requires each school District in NYS to provide resident students who attend nonpublic schools with all of the same health and welfare benefits available to students who attend the public schools in the District. The District is then able to bill the home school district of the student receiving the services. The District is not billing the home district of these students.

The District should enter into a contract with the home school district of the student who is receiving the services. This contract should describe the services and the reimbursement of the District providing the services. The District should be calculating a cost per student and billing the home school districts of the students receiving services.

Response: The District currently does not have any students to whom this situation applies. Should that change in the future, the District will set up a system that is in compliance with the recommendations made here.

Item 15 - Financial Reporting and Budgeting

- A) The District's general fund balance subject to section 1318 of real property tax law is in excess of the 4% allowable by NYS law. Per the financial statements dated June 30, 2020, the District's actual percentage was 4.75%. The District reported that they intentionally kept excess in the fund balance to cover COVID-19 uncertainties. The District plans to monitor more closely in the upcoming year.

The District could take steps to reduce its fund balance so that it is in compliance with NYS regulations. This reduction in fund balance could result in a reduced tax levy.

Response: The Property Tax Report Card, as adopted by the Board of Education in April 2022, notified the public that the District plans to lower the general fund balance, also known as the Unappropriated Fund Balance, to the statutorily permitted 4% in the 2022-2023 budget.

Item 16 - Information Technology

- A) The IT department reports they need additional training on Ed Law 2D and Personally Identifiable Information (PII). The IT department believes they need additional support from the administration to fully implement Ed Law 2D.

Education Law §2-d restricts educational agencies from selling, using or disclosing PII for marketing or commercial purposes, or to provide it in any way that may facilitate its use by others. Pursuant to this law, the District must create and publish a data security privacy policy that is in line with Education Law §2-d mandates and NIST standards. Within this policy, the District should include data minimizations and protections in data-sharing agreements to protect student and teacher PII. The District should consider obtaining additional training for the IT department and determine if additional support is needed for the District to become fully compliant with Ed Law 2D.

Response: The Assistant Superintendent, the Assistant Superintendent for Business, and the Director of Technology in conjunction with the Superintendent of Schools, will look for additional Ed Law 2D support during Fall 2022 and Winter 2023.

Item 17 - Lunch Program

- A) According to the audited financial statements dated June 30th, 2021, the district had a deficit of \$53,971 in the lunch program before a transfer in from the general fund of \$10,000.

The District should have a system in place to monitor the deficit during the course of the school year. The District should continue to monitor and develop an action plan for reducing the deficit.

Response: The Assistant Superintendent for Business, and external contractor who runs the food service program, in conjunction with the Superintendent of Schools, will look for added efficiencies in the program during Fall 2022 and Winter 2023.



Summary of 403(b) Plan Optional Features

EQUITABLE

From: Employer/Unit

East Hampton UFSD
Employer Name

4 Long Lane
Address

East Hampton, NY 11937
City, State, & Zip

Employer Contact Name/Phone/E-Mail

[Redacted]
Unit Number

To: Contract Provider

Equitable

EQUI-VEST Processing Office 100
Madison Street, Suite 100 Syracuse,
NY 13202 Attn: 403(b) Desk
Or E-Mail: 403bdesk@equitable.com
Fax to: 315-477-2870

I. Designated Plan Administrator (If other than the employer):

<u>Omni</u>			
Name of Plan Administrator		Telephone Number	
Address	City	State	Zip Code
Contact Person Name, Title		Email Address	Fax Number

II. Optional Plan Features:

- Is Equitable an approved provider? ☐ Yes ☐ No
- Are all employees eligible to participate? ☐ Yes ☐ No
If no, specify excluded employees: _____
- Employee pre-tax deferral contributions permitted (check all that apply):
 - ☐ Up to the maximum amount permitted annually by law
 - ☐ Up to the maximum amount permitted by law for Age 50 catch-up
 - ☐ Special 15 years of service catch-up
- Roth elective-after-tax deferrals: ☒ Yes ☐ No
- Are employer contributions to be made under the plan? (If yes, check all that apply): ☐ Yes ☐ No
 - ☐ Post retirement contributions
 - ☐ Annual employer matching or non-matching contributions
 - ☐ Other, (specify how contributions are determined): _____
- Unless otherwise restricted by the final 403(b) regulations, a withdrawal of employer contributions can occur:
 - ☐ Only upon an employee's retirement, death, disability termination of employment or attainment of age 59½
 - ☐ At anytime
 - ☐ Other, explain: _____
- Loans available: * ☐ Yes ☐ No Hardship Withdrawals available: ☐ Yes ☐ No
*Are loans to be handled under the terms of the Equi-Vest annuity contract: ☐ Yes ☐ No If no, explain the loan provisions under the plan (e.g., maximum loan amount, etc.): _____
- Direct rollovers from all eligible retirement plans permitted: ☐ Yes ☐ No
- Contract exchanges permitted (If yes, indicate the vendors with whom they can be made): ☐ Yes ☐ No
 - ☐ All vendors named in the plan for contributions, transfers, and exchanges.
 - ☐ Only those vendors named in the plan for transfers and exchanges.
 - ☐ Other, (specify): _____
- Plan to Plan transfers permitted to the plan? ☐ Yes ☐ No
- Plan to Plan transfers permitted from the plan? ☐ Yes ☐ No
- Indicate all methods of payout that are permitted under the plan (Not to exceed single or joint life expectancy):
 - ☐ All payout methods available under the plan's funding vehicles (annuity contracts and/or custodial accounts)
 - ☐ Single Sum ☐ Periodic payment ☐ Annuity Payments ☐ Other, specify: _____

X _____
Authorized Signature for Employer

E15066

X _____
Date

RBG 11/14



Positive Pay Agreement

THIS AGREEMENT entered into this _____ day of _____, _____ is by _____ and _____ between Dime Community Bank ("Bank") and _____ ("Company" or "you"). In consideration of the mutual promises set forth below, the parties hereto agree as follows:

1. In order to participate in Positive Pay, you must have at least one Dime Community Bank Account. If you are applying for Positive Pay with another person or persons, at least one signer must have full signing authority on the accounts listed on the application. All authorized signers (including users with access who are not authorized signers) on the account must sign the application for Positive Pay. If there is any change of ownership or signing authority on any of the account(s), notification must be immediately provided to Dime Community Bank. By signing this agreement, the account holder(s) gives authority for other applicants/authorized users listed below to have full access and privileges to the account(s) to which this agreement applies.
2. You have the right to terminate Positive Pay at any time upon delivery of written notice to Dime Community Bank. Dime Community Bank has the right to terminate its obligation to provide Positive Pay to you upon ten days prior written notice.
3. You agree that Dime Community Bank has the right to change the fees for Positive Pay upon ten days prior written notice to you. In addition, Dime Community Bank has the right to amend these rules from time to time providing you with a copy of the amended rules.
4. You agree to waive and release any claims against Dime Community Bank arising in any way or that may be related to Positive Pay except for those claims resulting solely from the negligent acts or omissions of the Bank. You agree that you are solely responsible for any loss due to use of this account by any applicant/authorized user.
5. If you order or print checks from any check-printing vendor other than Dime Community Bank, you agree to insure the MICR encoding ink is of high quality. Not using high quality MICR ink could result in a large number of Positive Pay violations and high costs to you.
6. It is not required that you have any type of accounting software to utilize this service as you also have the ability to manually upload a Positive Pay file to our system. If you do have software that will create a Positive Pay file, our system can be customized to fit your software formatting requirements. We do ask that if you are going to use software to upload a Positive Pay file to our system that you send us a test file created by your software so that we can input your software's format into our system to allow you to upload.
7. The Positive Pay file must be uploaded or manually uploaded to our system 24 hrs before disbursing checks. Positive Pay files can be uploaded or manually uploaded into our system on a monthly, weekly, daily, and/or hourly basis.
8. Positive pay verifies your Positive Pay file against checks being presented to Dime Community Bank for payment. Any item presented to Dime Community Bank for payment that does not match the Positive Pay file will be an exception or violation. The following sets forth the description of an exception or violation:
 - a) Items presented for payment through Dime Community Banks in-clearings (deposited items) not matching your issue file will be **exceptions**. You will have an automated option within Business Online Banking to work with your exceptions as they arise. It is your responsibility to work your Positive Pay Exceptions daily between the hours of 8:00am EST and 11:00 am EST. Item exceptions not worked prior to the 11:00am (EST) cut-off time will be paid.
 - b) Items presented to Dime Community Bank for immediate payment (cashing a check at the bank) not matching your issue file will be a **violation**. From time to time a Dime Community Bank representative may contact you by phone for instruction on a Positive Pay Violation. In the event that Dime Community Bank cannot get a hold of an authorized contact person for instruction on a Positive Pay Violation, Dime Community Bank will return or refuse to pay the item. You may designate authorized contact persons to access Positive Pay Users on the Business Online Banking Enrollment Form.

Please list below the account(s) to be set up with Positive Pay – Please list account numbers below:

_____	_____
_____	_____
_____	_____
_____	_____

I wish to begin using Positive Pay. I agree to abide by the rules set forth above now in effect or as they may be changed from time to time. At least one signer must have full signing authority on the account(s) listed above and this signer, by signing below, gives authority for other users who are not authorized signers on the account but who are listed on the Business Online Banking Enrollment form to have the access specified on that form.

This authority is to remain in full force and effect until Dime Community Bank has received written notification from me of its termination in such time and manner as to afford Dime Community Bank a reasonable opportunity to act on it. I understand that I am in full control of my account and that if at any time I decide to discontinue service, I will provide written notification to Dime Community Bank. My use of the service signifies that I have read and accepted all the terms and conditions of this Positive Pay Agreement.

Business Name

Signature

Name (please print)

Title

Date

Dime Community Bank



Signature

Melissa Blum

Name

Officer, TM Sales Consultant

Title

5/11/22

Date