

# **EAST HAMPTON UNION FREE SCHOOL DISTRICT**

## **REGULAR MEETING OF THE BOARD OF EDUCATION Board Conference Room at 6:30 p.m.**

**Tuesday, August 21, 2018**

### **AGENDA**

1. Executive Session (6:00 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 6:00 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. 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.*
5. Consent Agenda
6. Superintendent's Report and Recommendations
7. Old Business
  1. Athletic Department Update
8. New Business
  1. Recognition: Ralph Naglieri - 2018 NYASP Chapter P (Suffolk County) School Psychologist of the Year Award
  2. Board Goals
  3. 2018 Primary Election
  4. 2018-19 SY Building Walk-Thru
9. Public Comments
10. Adjournment

### **Consent Agenda:**

1. Recommended: That the Board accept the Minutes of August 7, 2018 as written and place on file.
2. Recommended: That the Board approve the disposal of the following Kenwood Radios, and charging ports as damaged and obsolete equipment:
  1. JMMES – Serial #s 107251, 107252, 107253, 107399
  2. EHMS – Serial #s 107397, 107266, 107261, 107265, 107264, 107262, 107259, 107242
  3. EHHS – Serial #s 105631, 105628, 105635, 107274, 107277, 107276, 107271, 108243, 108240, 108239, 107260, 108242, 108241, 107395, 107272, 107279, 107398, 107267, 107280
3. Recommended: That the Board accept Teresita Winter's request for an unpaid leave of absence for child rearing purposes effective August 30, 2018 through November 20, 2018.
4. Recommended: That the Board accept Meghan MacNish's amended request for a paid leave of absence for child rearing purposes effective August 30, 2018 through on or about October 16, 2018 using twenty-eight and a half (28.5) days of Ms. MacNish's accrued sick days, and a leave without pay from on or about October 17, 2018 through December 14, 2018.
5. Recommended: That the Board approve an unpaid medical leave of absence for Melissa Mahoney, Paraprofessional, effective August 30, 2018 through October 12, 2018.
6. Recommended: That the Board accept the letter of resignation from Lorenzo Rodriguez, Varsity Assistant Football Coach effective August 15, 2018.

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

1. Recommended: That the Board approve the following Resolution: RESOLVED, Christie DeLigny, is, upon the recommendation of the Superintendent of Schools, appointed to a Teacher Assistant position for a probationary period of four years to commence on August 30, 2018 and expire on August 29, 2022 at an annual salary of \$36,917.00 (Step 3 of the teacher assistant salary schedule attached to the teachers' association collective bargaining agreement).
2. Recommended: That the Board approve the following Resolution: RESOLVED, Pamela Valderrama, is, upon the recommendation of the Superintendent of Schools, appointed to a Teacher Assistant position for a probationary period of four years to commence on August 30, 2018 and expire on August 29, 2022 at an annual salary of \$33,715.00 (Step 1 of the teacher assistant salary schedule attached to the teachers' association collective bargaining agreement).
3. Recommended: That the Board approve the following Resolution: RESOLVED, Robert Ottone, is, upon the recommendation of the Superintendent of Schools, appointed to an English Language Arts teaching position as a leave replacement commencing on August 30, 2018 through on or about December 14, 2018 at an annual salary based on \$54,665.00 (BA/Step 1 pro-rated).
4. 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, upon the recommendation of the Superintendent of Schools, does hereby appoint Kristopher Rudzikewycz to the position of full -time bus driver for a probationary period of 26 weeks commencing August 30, 2018 and is to be paid at the annual salary based on \$33,492.00 (Step I of the salary schedule attached to the non-instructional collective bargaining agreement).

5. Recommended: That the Board approve the following appointments for the 2018-2019 school year:

Website Advisor

Deborah Mansir at an annual stipend of \$5,000.00

Community Liaison Social Worker (Spanish Speaking)

(per diem rate of \$359.12 for nine days) – Teresita Winter

Recording Secretary for Special Education – Elizabeth Barton

(Grant funded through Titles I, II, 611 & 619 at the hourly rate of \$25.00) – effective August 22, 2018

Elementary School (grant funded through Title I)

After School Registered Behavior Technician – Lorna Cook at an annual stipend of \$2,000.00

Interscholastic Coaches

Joseph McKee – JV Football Coach, Level III, 12+ years, \$7,511.00

Kelly McKee – JV Assistant Football Coach, Level IV, 3 years, \$5,257.00

Lorenzo Rodriguez – JV Assistant Football Coach, Level IV, 1 year, \$5,007.00

Robert Rivera – MS Football Coach, Level IV, 0 years, \$5,007.00

Gary Cherches – MS Boys Soccer Coach, Level IV, 12+ years, \$6,008.00

Erin Mulrain – MS Girls Soccer Coach, Level IV, 1 year, \$5,007.00

Jessica Sanna – MS Girls Soccer Coach, Level IV, 0 years, \$5,5007.00

Jessica Sanna – Girls Varsity Lacrosse Coach, Level II, 7 years, \$9,032.00

Amanda Cappabianco – Spring MS Track Coach, Level IV, 0 years, \$5,007.00

Joseph DiGirolomo – Girls Varsity Assistant Soccer Coach, Level III, 0 years, \$6,259.00 – effective August 20, 2018

Danielle Waleko – JV Field Hockey Coach, Level III, 3 years, \$6,572.00 – effective August 20, 2018

Interim Athletic Trainer – Nicholas Jarboe

(per diem rate of \$162.06 on an as need basis effective August 7, 2018 through August 29, 2018)

Additional Chaperones and Clock-Keepers:

(Single Game \$61.41 and Double Game \$86.34)

Joseph McKee, Kelly McKee, David Fioriello, Joseph DiGirolomo, Erin Mulrain, Jessica Sanna, James Stewart, John King, Matthew Ward, and Katelyn Mautschke

6. Recommended: That the Board approve the following Resolution: BE IT RESOLVED THAT the Board of Education of the East Hampton Union Free School District approve a Third Amendment to the Employment Agreement between the Board and Isabel Madison, Assistant Superintendent for Business, dated August 21, 2018; and

BE IT FURTHER RESOLVED THAT the Board authorize the President of the Board to execute said Third Amendment on behalf of the Board; and

7. Recommended: That the Board approve the Independent Contractor Services Contract between East Hampton Union Free School District and CMV Driving School, LLC for the purposes of providing driver education services to eligible East Hampton High School students in the amount of \$450.00 per student for the 2018-2019 school year.
8. Recommended: That the Board approve the Quote from Grammarly, Inc., dated August 2, 2018 (Quote No. GZ822018) in the amount of \$5,400.00 for the purpose of providing a subscription for Grammarly Writing Support Suite services to the District's K-12 students valid from December 8, 2018 through December 8, 2019.
9. Recommended: That the Board accept the second and final reading of the following amended District Policy: Community Use of School Facilities and Use of Athletic Facilities by Employees (Policy #3280).
10. Recommended: That the Board accept the second and final reading of the following new District Policy: Meal Charge and Prohibition Against Meal Shaming (Policy #5658).
11. Recommended: That the Board approve the following Budget Transfer:
  - a) MS Front Façade - 2018-19, \$29,900.00 / from H21620.293-03-024 to H1620.293-04-3) (additional funds for Proposal #17-361R2 (Varsity Baseball Field)

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF THE**  
**EAST HAMPTON UNION FREE SCHOOL DISTRICT**  
**AND**  
**ISABEL MADISON, ASSISTANT SUPERINTENDENT FOR BUSINESS**

AGREEMENT, made this 21<sup>st</sup> day of August, 2018 by and between the BOARD OF EDUCATION OF THE EAST HAMPTON UNION FREE SCHOOL DISTRICT ("Board"), Town of East Hampton, New York, and ISABEL MADISON, residing at [REDACTED] [REDACTED] ("Assistant Superintendent").

**W I T N E S S E T H**

**WHEREAS**, the Board and the Assistant Superintendent for Business entered into an employment agreement dated June 16, 2015 ("Agreement") regarding the terms and conditions of her employment as Assistant Superintendent, which Agreement was amended by a First Amendment dated November 15, 2016 ("First Amendment"), and further amended by a Second Amendment dated April 17, 2018 ("Second Amendment"); and

**WHEREAS**, the Board and the Assistant Superintendent now desire to modify, in part, the Agreement:

**NOW, THEREFORE**, pursuant to paragraph 13(a) ("Miscellaneous") of the Agreement, the parties agree to modify the Agreement as follows:

1. Paragraph 1 of the Agreement shall be amended such that the term of employment shall be extended to August 17, 2018.
2. Paragraph 8 ("Vacation Leave") shall be amended to read in its entirety as follows:

"A. The Assistant Superintendent shall be granted twenty-eight (28) days' vacation leave on July 1 of each year. Scheduling these days will require

the approval of the Superintendent and the Board of Education.

"B. Upon retirement from the District, the Assistant Superintendent shall be paid for up to twenty-eight (28) unused vacation days, calculated at one two-hundredth (1/200) of her annual base salary. Such payment shall be made as a non-elective employer contribution to the Assistant Superintendent's section 403(b) account to the extent permissible by applicable law, not to exceed 5 years.

3. Paragraph 9 ("Other Leave") shall be amended to add the following:

"Such payment of unused sick days shall be made as a non-elective employer contribution to the Assistant Superintendent's section 403(b) account to the extent permissible by applicable law, not to exceed 5 years.

4. In all other respects, the terms of the Agreement shall remain unchanged.

Dated: \_\_\_\_\_, 2016  
East Hampton, New York

BOARD OF EDUCATION OF THE  
EAST HAMPTON UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_  
James P. Foster, President

\_\_\_\_\_  
Isabel Madison

## INDEPENDENT CONTRACTOR SERVICES CONTRACT

This Agreement is entered into this \_\_\_\_ day of July 2018, by and between the Board of Education of the East Hampton Union Free School District (hereinafter the "District"), having its principle place of business for the purpose of the Agreement at 4 Long Lane, East Hampton, New York and CMV Driving School, LLC (hereinafter the "Independent Contractor") having a principle mailing address of 9 Buell Lane, East Hampton, NY 11937.

### A. TERM.

1. The term of this Agreement shall be from September 1, 2018 through August 31, 2019, inclusive, unless terminated early as provided for this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

### B. CONDITIONS.

In Performing services specified in this Agreement, it is understood that:

1. CMV Driving School, LLC will be engaged as an Independent Contractor, and therefore be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
2. Neither Independent Contractor nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Workers' Compensation, unemployment insurance, New York State Employees' Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. This Agreement, and any amendments to this Agreement, will not be in effect until agreed in writing, and signed by authorized representatives of both parties.
4. Independent Contractor agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits costs, damages and expenses, including attorneys' fees, judgements, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the Independent Contractor, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement.

### C. SERVICES AND RESPONSIBILITIES.

1. The Independent Contractor shall provide services set forth in this Agreement, and Rider. Independent Contractor shall provide a variety of consulting activities as follows:
  - a. To provide driver education training, including lessons in automobile and theory of driving in order to educate students as to the necessary skills to secure a New York State Driver's License; such skills to be provided during fall semester, spring semester, and summer semester (see attached Rider "A" for additional requirements and services to be provided).

2. Independent Contractor shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules and regulations, as well as the established policy guidance from the New York State Department of Education.
3. Independent Contractor hereby represents that he/she is duly licensed and/or certified to perform the services set forth in this Agreement. Independent Contractor shall provide the appropriate proof of such licensure, and any other license or certification applicable.
4. Independent Contractor shall provide the DISTRICT with a Certificate of Insurance naming the DISTRICT as an indemnified party to the extent of being named an additional insured under the terms of the policy of insurance to be provided.
5. Independent Contractor shall provide all services pursuant to this Agreement in a competent, professional and timely manner.

D. COMPENSATION.

1. Independent Contractor shall submit invoices for payment for services on the basis of one-half the fee due no later than three weeks after a semester commences and the balance at the conclusion of the semester.
2. Each student shall pay East Hampton Union Free School District the sum of Six Hundred and Fifty Dollars (\$650.00). The fee is non-refundable after the student has completed two classes.
3. Compensation for the Independent Contractor shall be at the rate of Four Hundred and fifty Dollars (\$450.00) per student paid as follows: one-half of the \$450.00 shall be paid to the Independent Contractor three weeks into the semester, and the remaining one-half paid at the end of the semester.

E. TERMINATION.

The Independent Contractor services shall be covered by the terms of this Contract. The parties may not terminate the Contract any time except for cause. Any disputes will be settled by an independent arbitrator agreeable to both sides.

F. SUCCESSORS AND ASSIGNS.

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

G. WAIVER OF RIGHTS.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce provisions of this Agreement.



H. SEVERABILITY.

Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

I. GOVERNING LAW.

This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.

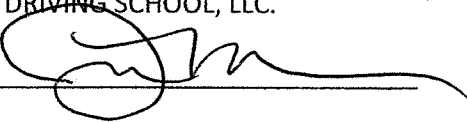
J. ENTIRE AGREEMENT.

1. This Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
2. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by the authorized representatives of both parties.
3. To be in force and effect, this Agreement must be approved by the Board of Education.
4. The Independent Contractor is to comply with all provisions set forth within the attached Rider.

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

CMV DRIVING SCHOOL, LLC.

By: \_\_\_\_\_



EAST HAMPTON UNION FREE SCHOOL DISTRICT

By: \_\_\_\_\_

Superintendent of Schools

## RIDER "A"

### INSURANCE SPECIFICATIONS

**SPECIFIC INSURANCE REQUIREMENTS:** The Independent Contractor must provide at the execution of the contract, an insurance certificate for comprehensive automobile liability insurance coverage on all owned, hired, leased, or non-owned vehicles, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence Combined Single Limit. Policy should include Code-1-"any auto" and Insurance Service Office (ISO) endorsement CA 0029 Changes in business Auto & Truckers Coverage. Additionally, physical damage (comprehensive & collision) coverage must be provided. It is also required that the East Hampton UFSD be named on the policy as additionally insured. The Driving School's Comprehensive Automobile and commercial General Liability insurance coverage shall be primary insurance as respects to the District, its Board, officers, employees and volunteers shall be in excess of the Driving School's insurance and shall not contribute to it. The District and its Board shall enjoy all rights and privileges of the policy without responsibility to pay premiums. Commercial General Liability Insurance: "Occurrence" form, including Premises-operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective & Fire Damage Legal Liability coverage shall be in the amount of one million (\$1,000,000.00) dollars per occurrence, two million (\$2,000,000.00) dollars aggregate.

The Certificate of Insurance kept on file with the District must have an automatic Department of Motor Vehicles notification for any lapses in coverage.

Workers Compensation Insurance: Proof of insurance as required under New York State.

The Independent Contractor agrees to indemnify and release and hold harmless the Board of Education, its agents and employees from all claims of loss or damage to persons or property arising within the course of the Independent Contractor's contract of duties.

#### Vehicles and Staffing:

Vehicles will accommodate four students and must be dual controlled with bucket or split bench front seats, and safety equipped in accordance with NYS Department of Motor Vehicles regulations. All New York State requirements for a driver education car must be met. The Independent Contractor must supply the name, make and model number of the dual controlled vehicles to be furnished.

All vehicles must be approved in accordance with regulations of the NYS Motor Vehicle Bureau and properly state inspected. They must be maintained with a detailed record of service and be equipped with "Student Driver" signs.

All staff will be appropriately licensed in accordance with NYS Department of Motor Vehicles regulations. They will be required to dress professionally and to observe appropriate demeanor when on duty with students. No smoking is permitted at any time in the cars or on school grounds by either students or teachers.

The Independent Contractor will provide sufficient vehicles to accommodate all students.

**CURRICULUM:** The curriculum will focus on defensive driving techniques and it will include the demonstration of emergency procedures. The driving instructor will follow the prescribed curriculum as outlined by the New York State Education Department –Safety Education Unit. The in-car program will be conducted in conjunction with the lecture phase of the program to provide a smooth articulation between the two phases of the program. The Independent Contractor will maintain a student record card provided by the School District for each student.

**VEHICLE(S):** All vehicles used in the program will be dual controlled and safety equipped in accordance with NYS Department of Motor Vehicles regulations. All New York State regulations for a driver-education card must be met. All vehicles will be appropriately maintained with a detailed record of service. All Staff will be appropriately licensed in accordance with NYS Department of Motor Vehicles regulations.

At times, handicapped students may desire to participate in the driver's training program, requiring the use of special equipment, i.e., Hand Controls and Large Mirrors. The instruction will be given within one of the estimated groups. The Independent Contractor will be notified regarding special needs should the occasion arise. It is expected that the students can qualify for an operator's license upon successfully completing the New York State Motor Vehicle Department's Examinations.

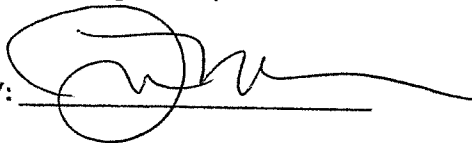
The contract shall be void if the New York State Education Department does not grant approval to East Hampton UFSD's application for Summer Driver Education Program. East Hampton UFSD will notify Independent Contractor as soon as possible of the status of said application.

**LABOR REQUIREMENTS:** The Independent Contractor for IN-CAR DRIVER EDUCATION under these specification must comply with Section 220-E of the New York State Labor and Education Laws, and Regulations governing schoolwork.

**RECORDKEEPING:** Independent Contractor shall maintain a record of attendance for each assigned student. A written roster containing numerical grades for each student will be given to the Driver Education Program Director within one (1) week after the course is completed.

CMV Driving School, LLC

BY: \_\_\_\_\_



EAST HAMPTON UNION FREE SCHOOL DISTRICT

BY: \_\_\_\_\_

Superintendent of Schools



**Pay to the order of: Grammarly Inc.**  
P.O. Box 894918,  
Los Angeles, CA 90189-4918 USA

Grammarly Inc.  
P.O. Box 894918,  
Los Angeles, CA 90189-4918

Quote No: GZ822018 Quote Date: 8/2/2018 **PO Number:**

**Quote**

Customer	
Institution: East Hampton School District	
Contact: Linda Hellberg	
Item Description	Amount (USD)
Subscription for Grammarly Premium Writing Support Suite for 1800.0 accounts, valid from 12/8/2018 till 12/8/2019:	5400.0
Total:	
5400.0	

Gregory Zapletnikov  
Direct: (415) 799-7425  
Fax: (888) 412-0979  
Email: [gregory.zapletnikov@grammarly.com](mailto:gregory.zapletnikov@grammarly.com)

**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING**

## Meal Charge and Prohibition Against Meal Shaming Policy Template

**I. Purpose**

The goal of the East Hampton U.F.S.D. is to provide student access to nutritious no- or low-cost meals each school day and to ensure that a pupil whose parent/guardian has unpaid school meal fees is not shamed or treated differently than a pupil whose parent/guardian does not have unpaid meal fees.

Unpaid charges place a large financial burden on our school. The purpose of this policy is to insure compliance with federal requirements for the USDA Child Nutrition Program and, and to provide oversight and accountability for the collection of outstanding student meal balances to ensure that the student is not stigmatized, distressed or embarrassed.

The intent of this policy is to establish procedures to address unpaid meal charges throughout the East Hampton U.F.S.D. in a way that does not stigmatize, distress or embarrass students. The provisions of this policy pertain to regular priced reimbursable school breakfast, lunch and snack meals only. The East Hampton U.F.S.D. provides this policy as a courtesy to those students in the event that they forget or lose their money. Charging of items outside of the reimbursable meals (a la carte items, adult meals, etc.) is expressly prohibited.

**II. Policy**

**Free Meal Benefit** - Free eligible students will be allowed to receive a free breakfast and lunch meal of their choice each day. A la carte items or other similar items must be paid/prepaid.

**Reduced Meal Benefit** - Reduced eligible students will be allowed to receive a breakfast of their choice for \$.25 and lunch of their choice for \$.25 each day. A student will be allowed to charge a maximum of five meals to their account after the balance reaches zero. The charge meals offered to students will be reimbursable meals available to all students, unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. A la carte items or other similar items must be paid/prepaid.

**Full Pay Students** - Students will pay for meals at the school's published paid meal rate each day. A student will be allowed to charge a maximum of five meals to their account after the balance reaches zero. The charge meals offered to students will be reimbursable meals available

**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING**

to all students, unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. A la carte items or other similar items must be paid/prepaid.

**ONGOING STAFF TRAINING:**

- Staff will be trained annually and throughout the year as needed on the procedures for managing meal charges using the NYSED Webinar or the school's training program.
- Staff training includes ongoing eligibility certification for free or reduced price meals.

**PARENT NOTIFICATION:**

- Parents/guardians will be notified that a student's meal card or account balance is \$15.00 or less and then every 2 days thereafter.
- Parents/guardians will be notified that a student has accrued meal charges within one day of the charge and then every day thereafter.

**PARENT OUTREACH:**

- Staff will communicate with parents/guardians with five or more meal charges to determine eligibility for free or reduced price meals.
- School staff will make two documented attempts to reach out to parents/guardians to complete a meal application in addition to the application and instructions provided in the school enrollment packet.
- School staff will contact the parent/guardian to offer assistance with completion of meal application to determine if there are other issues within the household causing the child to have insufficient funds, offering any other assistance that is appropriate.

**MINIMIZING STUDENT DISTRESS:**

- School will not publicly identify or stigmatize any student on the line or discuss any outstanding meal debt in the presence of any other students.

**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING**

- Students who incur meal charges will not be required to wear a wristband or hand stamp, or to do chores or work to pay for meals.
- Schools will not throw away a meal after it has been served because of the student's inability to pay for the meal or because of previous meal charges.
- Schools will not take any action directed at a pupil to collect unpaid school meal fees.
- Schools will deal directly with parents/guardians regarding unpaid school meal fees.

**ONGOING ELIGIBILITY CERTIFICATION:**

- School staff will conduct direct certification with NYSSIS or using NYSED Roster Upload at least monthly to maximize free eligibility.
- School staff will provide parents/guardians with free and reduced price application and instructions at the beginning of each school year in school enrollment packet.
- Schools using electronic meal application will provide an explanation of the process in the school enrollment packet and instructions on how to request a paper application at no cost.
- Schools will provide at least two additional free and reduced price applications throughout the school year to families identified as owing meal charges.
- Schools will use administrative prerogative judiciously, only after using exhaustive efforts to obtain a completed application from the parent/guardian only with available information on family size and income that falls within approvable guidelines.
- Schools will coordinate with the foster, homeless, migrant, runaway coordinators at least monthly to certify eligible students.
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Students/Parents/Guardians may pay for meals in advance via [www.myschoolbucks.com](http://www.myschoolbucks.com) or with a check payable to *East Hampton U.F.S.D.* Further details are available on our webpage at <http://easthamptonschools.org/> . Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student may/will be carried over to the next school year.



**SUBJECT: MEAL CHARGE AND PROHIBITION AGAINST MEAL SHAMING**

Refunds for withdrawn, and graduating students; a written or e-mailed request for a refund of any money remaining in their account must be submitted. Students who are graduating at the end of the year will be given the option to transfer to a sibling's account with a written request.

Unclaimed Funds must be requested within one school year. Unclaimed funds will then become the property of the East Hampton U.F.S.D. Food Service Program.

Cross-ref: #5661 District Wellness  
#5660 School Food Service Program (Lunch and Breakfast) Policy  
#5659 Charging School Meals

Ref: 42 USC §1779 (Child Nutrition Act of 1966)  
42 USC §§1758(f)(1); 1766(a) (National School Lunch Act)  
2 CFR §200.426 (accounting for debt in federal programs)  
7 CFR §§210.9 210.12; 210.19; 220.13; 245.5 (accounting in federal school meal programs)  
Healthy, Hunger-Free Kids Act (Public Law 111-296), §143  
USDA Report to Congress, *Review of Local Policies on Meal Charges and Provision of Alternate Meals*, June 2016, [www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf](http://www.fns.usda.gov/sites/default/files/cn/unpaidmealcharges-report.pdf)  
*Unpaid Meal Charges: Local Meal Charge Policies*, USDA FNS Memo SP 46-2016 (07/08/16), [www.fns.usda.gov/unpaid-meal-charges-local-meal-charge-policies](http://www.fns.usda.gov/unpaid-meal-charges-local-meal-charge-policies)  
*Unpaid Meal Charges: Guidance and Q&A*, USDA FNS Memo SP 57-2016 (09/16/16), <https://fns-prod.azureedge.net/sites/default/files/cn/SP57-2016os.pdf>  
*Unpaid Meal Charges: Guidance and Q&A*, USDA FNS Memo SP 23-2017 (03/23/17), <https://fns-prod.azureedge.net/sites/default/files/cn/SP23-2017os.pdf>  
*Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments*, USDA FNS Memo SP 47-2016 (07/08/16), [www.fns.usda.gov/sites/default/files/cn/SP47-2016os.pdf](http://www.fns.usda.gov/sites/default/files/cn/SP47-2016os.pdf)  
*Overcoming the Unpaid Meal Challenge - Proven Strategies from Our Nation's Schools*, USDA FNS Guidance Document (May 2017), <https://fns-prod.azureedge.net/sites/default/files/cn/SP29-2017a1.pdf>  
*Student Meal Charge Policy*, NYSED Guidance Memo, (5/30/17), <http://www.cn.nysed.gov/content/student-meal-charge-policy>

**Adopted: August , 2018**



## Community Relations

**SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES**

The school buildings and grounds are maintained for the education and recreation of the school children of the District; however, the District seeks to provide for safe, healthy, and enjoyable experiences for community members. The District invites members of the East Hampton community to use District facilities for authorized purposes when the facilities are available. First priority for use will be given to school sponsored events and then to those organizations whose proposed activities directly serve the children of the District. School teams take priority over all other groups.

Use of facilities implies responsibility to use the facilities appropriately, and within the policies of the School Board and the administrative procedures of the School District.

All activities conducted on school property shall conform to New York State Education Law Section 414, as well as other applicable New York State laws and municipal ordinances.

I. Permitted Uses

District facilities may be utilized for the purposes below, subject to the restrictions and conditions set forth in this policy. Priority will be given to the children of the District and then to organizations or events where the majority of those served are East Hampton Township residents. District fields are available to youth-servicing organizations.

- A. Instruction in any branch of education, learning, or the arts.
- B. Social, civic, recreational or other uses that serve the children of the East Hampton School District and/or members of the East Hampton Community and are non-exclusive and open to the general public.
- C. Meetings or events where admission fees are charged, provided that such use has been approved in advance by the Superintendent, and the activity provides a direct benefit or service to the children of the District and/or members of the East Hampton Township.
- D. Fundraising events, provided that all proceeds from the event are to be spent for an educational or charitable purpose serving the children of the East Hampton School District and/or the residents of the East Hampton Township.
  - i. All fundraising event applications are subject to review by the Board of Education and may be denied if it is determined that:
  - ii. the event would unduly burden the District's facilities and/or administrative Personnel,
  - iii. The event will not benefit an organization directly serving the children of East Hampton, and/or the residents of the East Hampton Township.
- E. Polling places for holding primaries and elections, and for the registration of voters.

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F. Child-care programs when school is not in session, or when school is in session for the children of students attending schools of the district and, if there is additional space available, for children of employees of the district.

Additionally, as a condition of receiving state funding, the district permits access to military recruiters to school buildings, grounds and facilities to the same extent it provides access to those who inform students of educational, occupational or career opportunities.

G. Employees who have been active during the current calendar school year may use the District's athletic facilities during non-school hours, as long as such use does not impact other scheduled activities, but must sign a waiver that releases the District from liability in the case of injury. This benefit is not available to other third parties, such as retirees, District residents, and family members or children of employees, who must go through the District's policy and procedures for Public Use of School Facilities. Violation of this policy will result in suspension of privileges.

**II. Prohibited Uses**

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited.

A. Meetings sponsored by political organizations.

B. Meetings, entertainments and occasions, where admission fees are charged, that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer firefighters or volunteer ambulance workers.

**III. Conditions For Use of District Facilities**

A. Use of District facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The District reserves exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the District's educational programs.

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- B. Sunday Use of School Buildings (Indoor Use) - The District's indoor facilities are closed to the general public on Sundays. The Superintendent shall establish rules governing the Sunday use of indoor facilities for staff and students. Such use shall be exclusively in connection with official School District curricular or extracurricular activities that cannot be adequately accommodated on other days.
- C. The Board reserves the discretion to deny use of District facilities described above, or to terminate use of District facilities:
  - 1. By an applicant who has previously misused or abused District facilities or property or who has violated this policy;
  - 2. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
  - 3. For any use which the Board deems inconsistent with this policy;

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- 4. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed. Smoking is prohibited in school buildings and on school grounds. No person shall knowingly have in his/her possession, upon any premises to which these rules apply, any alcoholic beverages and/or illegal or non-prescribed "controlled substances."
- 5. For any use prohibited by a law.

**IV. Application Procedure, Liability and Insurance for Use of Facilities**

- A. All applications for use of school facilities shall be made in writing and submitted to the Assistant Superintendent for Business at least two weeks prior to the date of the requested use. A "use permit" application is available in the District Office.
- B. The applicant must clearly and completely describe the intended use of the District facility in the application.
- C. All applicants should review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use District facilities strictly in accordance with the use described in the application.
- D. All applicants must be twenty one years of age or older and agree to assume responsibility for all damages resulting from their use of District facilities. Proof of adequate insurance in the form of Certificate of Liability Insurance naming the District as additionally insured must be provided by the applicant at least 10 days before the date

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- of the requested use and must specify coverage of at least \$1,000,000.00 per occurrence and aggregate coverage of at least \$2,000,000.00.
- E. The District requires a security deposit, as necessary, which may be waived at the discretion of the Superintendent.
  - F. Permits shall be valid only with the dates and time specified in the permit. No adjustment to the permit shall be allowed except with the prior written approval of the Superintendent. Permits shall not be transferable.
  - G. The Superintendent or his/her designee is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reasons.
  - H. With regard to scheduling activities, the District retains the right to give preference to groups and organizations which are associated with or sponsored by the District.
  - I. Issuance of a permit shall not limit the right of access to the facility by District staff.
  - J. The District, at its sole discretion, shall determine the amount of custodial, maintenance, security coverage, and any special personnel required to support the applicant's building use.
  - K. Organizations authorized to use school facilities assume responsibility for the conduct of both participants and spectators. Each group shall designate a responsible adult

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- representative who must be present at all times. Arrangements for supervision of anticipated crowds must receive prior approval of the Building Principal.
- L. School facilities must be left in the same condition in which they were found. Desks, displays, etc., should not be disturbed. All electrical equipment or movable properties owned by the District shall at all times remain under the control of the District.
  - M. Community groups shall be liable for any damage to school property resulting from activities they sponsor. A check of the school facility shall be made before and after each activity by the person in charge or his/her designee.
  - N. Kitchen facilities are only available by prior arrangement with the Food Service Supervisor and only when a Food Service employee is on duty.
  - O. The District shall assume no responsibility for equipment or property belonging to a community group or organization. Such property shall not be stored on school property, unless specifically approved by the person in charge or his/her designee.
  - P. Admission charges, approved registration fees, or concessions may only be administered as stated on the request.
  - Q. The District assumes no liability for injuries resulting from community group activities.
  - R. The School District or its representatives must have free access to all facilities at all times.
  - S. The District reserves the right to revoke authorization to use school facilities at any time. In case of emergency, all buildings will be available to the American Red Cross.

#### IV. Fee Schedules:

Not-for-Profit Youth-Serving Organizations There will be no fees charged to youth organizations. 51% of the entire organization must be residents of the East Hampton Township. For all organizations and groups, an initial deposit of \$200.00 is required at the time of application for all applicants. Deposit will be refundable upon inspection of site. The site must be left in the same condition as found.

The Superintendent and the Board of Education reserve the right to determine appropriate use fees for facility usage. Fees shall be sufficient to cover all operational expenses and associated costs, unless specifically waived for such applicant by Board policy or the Superintendent. Use of District facilities will be permitted only where the applicant agrees to pay the District a user fee according to a schedule adopted by the District to cover the costs of heat, electricity, maintenance, custodial services, and security and any other expenses associated with the requested use, unless such fees are specifically waived for such applicant by Board policy or the Superintendent. Use is further conditioned upon the applicant's agreement to pay additional fees associated with the use of any additional services or equipment. The District retains the right to condition use upon an applicant depositing with the District a sum equaling the estimated costs and fees associated with the proposed use ten (10) days in advance of the requested use.

#### **SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES**

NOTE: Fees are designed to protect the District against the uncompensated loss of programmatic resources, including, but not limited to the following: Overtime pay for support staff, electricity, natural gas, fuel oil, cleaning supplies, paper goods, wear and tear on floors, furniture, light bulbs, clerical and security.

#### **Fee schedules will be developed for the following categories:**

##### **Fee Schedule A:**

Not-for-Profit Organizations – 51% of the participants must be residents of East Hampton Township. Inside building use is permitted. Inside use includes gymnasium, auditorium, library, multi-purpose room, and classrooms. \*Outside field use is not permitted for adult groups or organizations.

##### **Fee Schedule B:**

For-Profit Groups (Residents) - 51% of the participants must be residents of East Hampton Township. Inside building use is permitted. Inside use includes gymnasium, auditorium, library, multi-purpose room, and classrooms. Outside field use is not permitted for adult groups or organizations.

## Community Relations

Not-For Profit Charitable Fundraising Events - A District fee will be charged as per the schedule below. The Superintendent will have the discretion for each application. Inside use includes gymnasium, auditorium, library, multi-purpose room, and classrooms. Outside field use is not permitted for adults. In addition, an initial deposit of \$200.00 is required at the time of application for all applicants. Deposit will be refundable upon inspection of site.

**Fee Schedule C:**

For-Profit Groups (Non-Residents) - A District fee will be charged as per the schedule below. The Superintendent will have the discretion for each application. Residents and students must benefit from the event. Inside use includes gymnasium, auditorium, library, multi-purpose room, and classrooms. Outside field use is not permitted for adult groups or organizations.

20 United States Code (USC) Section 7905

36 United States Code (USC) Subtitle II

34 Code of Federal Regulations (CFR) Parts 75, 76 and 108

Education Law Section 414

NY Constitution Article 8

**Adoption Date: 5/21//13**

**Amended: 11/19/13**

**Amended: 9-5-17**

**Amended: August , 2018**

# EAST HAMPTON UNION FREE SCHOOL DISTRICT

4 LONG LANE  
EAST HAMPTON, NY 11937

## BOARD OF EDUCATION

James P. Foster. - President  
Christina DeSanti - Vice President  
Wendy Geehrens  
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Superintendent of Schools

ROBERT TYMANN, Ed.D.  
Assistant Superintendent

JEREL COKLEY  
Asst. Superintendent for Business

DEIRDRE HERZOG  
Treasurer

KERRI S. STEVENS  
District Clerk

## Athletic Waiver and Release Liability

In consideration of being allowed to use in any way in the East Hampton UFSD Athletic/Sports Facilities, and related events and activities, the undersigned: Agree that he or she should inspect the facilities and equipment to be used, and if the participant believes anything unsafe he or she should immediately advise a supervisor of such conditions and refuse to participate, acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result from not only their actions, inactions or negligence but the actions, inactions or negligence of others, the rules of play, or the conditions of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time. Assume all foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death. Release, waive, discharge and covenant not sue East Hampton UFSD, their administrators, directors,, coaches, and other employees of the organization, and other participants all of which are hereinafter referred to as "releases", from any and next of kin for any claims, demands, losses or damages to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise. I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTOOD THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature