

EAST HAMPTON UNION FREE SCHOOL DISTRICT

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

Tuesday, August 20, 2019

AGENDA

1. Executive Session (5:00 p.m. to 6:30 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:00 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. 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. Consent Agenda
7. Superintendent's Report and Recommendations
8. Old Business
 1. SCBOE – Polling Locations
9. New Business
 1. New SY - Building Walk-Throughs
 2. Facilities Committee Update
 3. DW Enrollment Update
10. Public Comments
11. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of August 6, 2019 as written and place on file.
2. Recommended: That the Board accept the letter of resignation from Nicole Fierro, Paraprofessional, effective August 6, 2019.
3. Recommended: That the Board accept the letter of resignation from Erin Mulrain, Girls JV Soccer Coach, effective August 15, 2019.
4. Recommended: That the Board accept the letter of resignation from Erin Mulrain, Teaching Assistant, effective August 29, 2019.
5. Recommended: That the Board accept Michelle Barbaretti's request for a paid leave of absence for child rearing purposes effective on or about October 3, 2019 to on or about November 26, 2019 using thirty-six days of Ms. Barbaretti's accrued sick days.
6. Recommended: That the Board accept Katelyn Mautschke's request for a paid leave of absence for child rearing purposes effective on or about October 17, 2019 through on or about February 14, 2020 using seventy-two days of Ms. Mautschke's accrued sick days.
7. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Jayne Colavito in the amount of \$3,563.00 as the High School's Assistant Musical Director for the 2019-2020 school year in accordance with the terms and conditions set forth in said Consultant Agreement.
8. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Jayne Colavito in the amount of \$1,979.00 as the Elementary School's Musical Assistant Director (Grade five) for the 2019-2020 school year in accordance with the terms and conditions set forth in said Consultant Agreement.

Superintendent's Report and Recommendations:

1. Recommended: That the Board approve the following revised Resolution: RESOLVED, Dora Romero, is, upon the recommendation of the Superintendent of Schools, appointed to a School Social Worker position for a probationary term to commence August 29, 2019 and expire as of August 28, 2023 subject to and pending her obtaining certification as a School Social Worker at an annual salary of \$63,966.00 (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, Theryn Gibbons, is, upon the recommendation of the Superintendent of Schools, appointed to a secondary English position as a leave replacement commencing on September 3, 2019 through a to-be-determined date, at a per diem rate based on BA/Step 1 (\$278.11 per day).
3. Recommended: That the Board approve the following appointments for the 2019-2020 school year:

Data Analysis for ELL Students – (2018-2019 Title III Grant Funds at professional hourly rate of pay of \$74.05, 20 hours each) - Marcela Cardona and Catherine Gibbons - revised

Substitutes

Dawn Gallagher, School Bus Driver, at the hourly rate of \$17.94 per hour

John Lewis, School Bus Driver, at the hourly rate of \$17.94

Interscholastic Coaches – Fall Season

<u>Title</u>	<u>Level</u>	<u>Yrs</u>	<u>Stipend</u>	<u>Name</u>
Field Hockey, Girls JV Head Coach	III	0	\$6,369.00	Dragone, Dana
Football, MS	IV	0	\$5,095.00	Daige, Andrew
Football, MS	IV	1	\$5,095.00	Rivera, Robert
JV Soccer Coach	III	1	\$6,369.00	Morea, Marissa
Soccer, MS Boys	IV	12+	\$6,114.00	Cherches, Gary
Swimming, Girls Varsity Assistant	III	0	\$6,369.00	LaGrassa, Anita
Volleyball, Boys Varsity Assistant	III	4	\$6,687.00	Cucci, Dylan

Chaperones and Clock-Keepers: (Single Game \$62.48 and Double Game \$87.85)
Anita LaGrassa and Dana Dragone

Title III Limited English Proficiency (LEP) Before/After School Programs

- at the hourly rate of \$75.35

High School Program

Before/After School Academy & Regents Prep – Michelle Barbaretti, Lilian Munguia

Before/After School Test Taking Prep Strategies – Michelle Barbaretti, Tiffany

Lamprecht

Before/After School Vocabulary Development – Tiffany Lamprecht

Middle School Program

Before/After School Academy – Alexandra McCourt

Before/After School Academy for ELLs – Alexandra McCourt

Elementary School Program

Before/After School Math Academy for ELLs – Claudia Quintana

Before /After School Literacy Academy, Grades 2-5 – Claudia Quintana

Kindergarten NYSITELL Screening – Mirna Tubatan

DW Translators – at the hourly rate of \$30.00 per hour

Lindsay Roman, Alyson Rogoski

4. Recommended: That the Board approve the Collaboration Agreement between East Hampton Union Free School District, and the following Partnering School Districts: Sag Harbor Union Free School District, Montauk Union Free School District, Amagansett Union Free School District, Springs Union Free School District and Wainscott Common School District for the purpose of cooperation, collaboration, and the sharing of resources regarding the purchase and installation of emergency communications equipment necessary to create a network

providing uninterrupted public safety communications between the Town of East Hampton, Village of East Hampton and the aforementioned school districts to this Agreement in accordance with the terms and conditions set forth in Said Collaboration Agreement. Funding provided through the State and Municipal Facilities Program (“SAM”) Grant under Project #15447 in the amount of \$125,000.00 administered by the Dormitory Authority of the State of New York (“DASNY”).

5. Recommended: That the Board approve the Consultant Agreement between East Hampton Union Free School District and Mariah Bruehl for the purpose of providing Pre-K professional development services at the hourly rate of \$250.00 per hour, and not to exceed forty hours during the 2019-2020 school year in accordance with the terms and conditions set forth in said Consultant Agreement.

CONSULTANT AGREEMENT

AGREEMENT made this 12th day of August, 2019 by and between Jayne Colavito ("Consultant") whose principal place of business is 27 Montauk Blvd, East Hampton, NY 11937 and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to assist in directing East Hampton High School Spring Musical, and

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

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

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

Assistant Director for the East Hampton High School Spring Musical, March 2020.

2. The District agrees to pay the Consultant \$3,563.00 for said services. There shall be no other benefits or compensation.

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

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

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

CONSULTANT AGREEMENT

AGREEMENT made this _____ day of _____, 2019, by and between Jayne Colavito, "Consultant", whose principal place of business is 27 Montauk Blvd., East Hampton, New York 11937, and the Board of Education of the East Hampton Union Free School District ("District"), 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to provide services as John M. Marshall 5th Grade Musical Assistant for 2019-2020 school year for school plays/performances, and

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

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

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

5th Grade School play auditions, and practices beginning Monday, September 9, 2019 through the school performances on Friday, November 22, 2019 at the John M. Marshall Elementary School, 3 Gingerbread Lane, East Hampton, NY 11937.

2. The District agrees to pay the Consultant Factor 5, Stipend \$1,979.00 flat dollar amount. District will not pay for any travel expenses only supply expenses incurred by the Consultant, for the purpose of the play with a receipt. There shall be no other benefits or compensation.

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

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

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

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

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

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

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

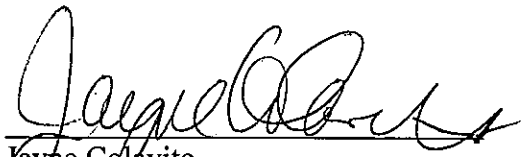
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

EAST HAMPTON U.F.S.D.

CONSULTANT

BY: _____

James Foster, President
Board of Education



Jayne Colavito
5th Grade Musical Assistant Director

COLLABORATION AGREEMENT

This Agreement intended to be effective as of the ___ day of _____, 2019 by, between and among the **EAST HAMPTON UNION FREE SCHOOL DISTRICT**, maintaining administrative offices at 4 Long Lane, East Hampton, NY 11937 (“EAST HAMPTON”), the **SAG HARBOR UNION FREE SCHOOL DISTRICT**, maintaining administrative offices at 200 Jermain Avenue, Sag Harbor, NY 11963 (“SAG HARBOR”), the **MONTAUK UNION FREE SCHOOL DISTRICT**, maintaining administrative offices at 50 South Dorset Drive, Montauk, NY 11954 (“MONTAUK”), the **AMAGANSETT UNION FREE SCHOOL DISTRICT**, maintaining administrative offices at 320 Main Street, P.O. Box 7062, Amagansett, NY 11930 (“AMAGANSETT”), the **SPRINGS UNION FREE SCHOOL DISTRICT**, maintaining administrative offices at 48 School Street, Springs, NY 11937 (“SPRINGS”), and the **WAINSCOTT COMMON SCHOOL DISTRICT**, maintaining administrative offices at 47 Main Street, P.O. Box 79, Waincott, NY 11975 (“WAINSCOTT”), (collectively the “Parties”).

WITNESSETH

WHEREAS, municipal corporations and districts of the State of New York are empowered to enter into agreements for the performance among themselves, or one for the other, of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the Parties are all school districts organized and existing under and by virtue of the Education Law of the State of New York and municipal corporations which have requested each other’s cooperation and collaboration in undertaking the activities described herein; and

WHEREAS, the Parties have determined that it is in their best interest, and in the interest of the public, to enter into this Agreement and to cooperate, collaborate and share resources in the undertaking of the activities described herein; and

WHEREAS, East Hampton has applied for a State and Municipal Facilities Program (“SAM”) Grant under Project # 15447 in the amount of \$125,000.00 to be administered by the Dormitory Authority of the State of New York (“DASNY”) for the purpose of purchasing and installing emergency communications equipment necessary to create a network providing uninterrupted public safety communications between and among the Town of East Hampton and Village of East Hampton and the neighboring school districts which are the Parties to this Agreement, and

WHEREAS, installation of such equipment and implementation of the network requires the collaboration of the Parties in conformity with the terms and conditions of the SAM grant and related documents including, but not limited to, the DASNY Grant Disbursement Agreement related thereto;

NOW THEREFORE, in consideration of the provisions of this Agreement, the Parties do hereby agree as follow:

1. The Parties agree to cooperate and collaborate between and among themselves, the Town of East Hampton, Village of East Hampton, and DASNY in connection with the purchase and installation of equipment necessary to implement an uninterrupted public safety communications network.
2. Each of the Parties will be allocated a share of the SAM grant received (not to exceed the total Grant amount) as determined by East Hampton. Execution of this Collaboration Agreement shall not obligate a party to expend any amount beyond their said share of the SAM Grant.
3. In the event Grant funds are insufficient or not received, the Parties agree that this Agreement shall be null and void, and the Parties shall be relieved of any of their respective duties or obligations hereunder.
4. The Parties acknowledge that any and all funds received by East Hampton in connection with Grant Project # 15447 may be expended solely in connection with the purchase and installation of equipment necessary to create the network providing uninterrupted public safety communications, and for no other purpose.
5. Upon securing the aforesaid grant, East Hampton agrees to be responsible for all accounting and record keeping purposes. Each of the Parties will be assigned a unique location code to provide the ability to track and maintain an accurate log of inventory, invoices, vendor payments, and balances for each of the Parties.
6. Each of the Parties agrees to share information reasonably necessary to carry out the purposes of this Collaboration Agreement in a timely fashion and to fulfill any and all responsibilities required of them pursuant to the provisions, terms and conditions of Grant Project # 15447, and including, but not limited to, the DASNY Grant Disbursement Agreement executed in connection with the project.
7. Each Party shall make reasonable efforts to ensure that all work, labor, services and materials for which it contracts are performed and delivered in accordance with all applicable laws, rules and regulations, including applicable prevailing wage requirements.
8. Worker's Compensation Insurance. The Parties shall ensure that their respective employees are covered by worker's compensation insurance for any and all activities performed by them in connection with or pursuant to the terms of this Agreement.

9. Mutual Indemnification. To the fullest extent permitted by law, each of the Parties (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Parties (collectively, the “Indemnitees”) its and their officers, employees, agents and servants from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney’s fees and disbursements), and damages (collectively “Losses”) caused by or attributed to the Indemnifying Party’s negligence or willful misconduct in connection with its performance under this Agreement, provided, however, that nothing hereunder shall obligate such Indemnifying Party to indemnify or hold harmless Indemnitees from or against any Losses arising from the negligence of the Indemnitees.

10. Governing Law; Severability. This Agreement shall be governed by the laws of the State of New York. The provisions of this Agreement are intended to be severable. If, for any reason, any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

11. The undersigned representative of each Party hereby represents and warrants that s/he has been duly authorized by resolution, duly adopted by the board of education of the Party on whose behalf s/he signs, to do so on said board of education’s behalf.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as originals thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized representative and on the dates indicated.

EAST HAMPTON UNION FREE SCHOOL DISTRICT

By _____ / ____/2019
 James P. Foster, President (date)

SAG HARBOR UNION FREE SCHOOL DISTRICT

By _____ / ____/2019
 Diana Kolhoff, President (date)

MONTAUK UNION FREE SCHOOL DISTRICT

By _____ / ____ /2019
Diane M. Hausman, President (date)
AMAGANSETT UNION FREE SCHOOL DISTRICT

By _____ / ____ /2019
Kristen V. Peterson, President (date)
SPRINGS UNION FREE SCHOOL DISTRICT

By _____ / ____ /2019
Barbara Dayton, President (date)
WAINSCOTT COMMON SCHOOL DISTRICT

By _____ / ____ /2019
David Eagan, President (date)

CONSULTANT AGREEMENT

AGREEMENT made this _____ day of _____ 2019, by and between Mariah Bruehl, Consultant, whose principal place of business is Playful Learning, Inc., 46 Newtown Lane, East Hampton, New York 11937, and the Board of Education of the East Hampton Union Free School District, 4 Long Lane, East Hampton, New York 11937.

WHEREAS, the District desires to retain the professional services of Consultant to provide professional services to Pre-K staff members for the 2019-2020 school year, and

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

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

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

Including but not limited to Pre-K professional development, teacher coaching and unit at the John Marshall Elementary School, 3 Gingerbread Lane, East Hampton, NY 11937.

2. The District agrees to pay the Consultant a rate of \$250.00 per hour, up to but not exceeding a total of \$ 10,000. (40 hours or 8 days for 5 hours per day). There shall be no other benefits or compensation.

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

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

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

