

EAST HAMPTON UNION FREE SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION Via Remote Conferencing, and In-Person Board Meeting in Board Room at 6:30 p.m.

Wednesday, November 16, 2021

This meeting will be conducted via Zoom and in a Limited 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 (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. Presentation – EHMS Surfrider Club - John Ryan, Jr.
5. News of the Schools
6. 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.
7. Consent Agenda
8. Superintendent's Report and Recommendations

9. Old Business

10. New Business

1. School Related Professionals (SRP) Recognition Day – Tuesday, November 16, 2021
2. Affordable Housing Forum Rescheduled to Tuesday, November 30, 2021
3. New Repair Reserve Fund

11. Public Comments

12. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of November 3, 2021 as written and place on file.
2. Recommended: That the Board accept the August 2021 Treasurer Report as written and place on file.
3. Recommended: 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 Amy Falkenhan, an elementary education teacher, beginning on or about January 10, 2022 through the remainder of the 2021-2022 school year, which will run concurrently with 30.5 days of any available paid sick leave, and an unpaid leave of absence thereafter.
4. Recommended: That the Board approve the following amended Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District (“District”) approve an extended unpaid leave of absence under the Family and Medical Leave Act (“FMLA”) for Shannon Samot, secondary math teacher, that became effective September 8, 2021, and is extended through the remainder of the 2021-2022 school year.
5. Recommended: That the Board approve the following amended Resolution: RESOLVED, that the Board of Education of the East Hampton Union Free School District (“District”) approve an extended unpaid leave of absence under the Family and Medical Leave Act (“FMLA”) for Mirna Tubatan, elementary education teacher, that became effective September 1, 2021, and is extended through December 23, 2021, which will run concurrently with 74 days of any available paid sick leave.

Superintendent’s Report and Recommendations:

1. Recommended: That the Board approve the following amended Resolution: RESOLVED, Madison Skala, is, upon the recommendation of the Superintendent of Schools, appointed to an extended secondary math teaching position as a leave replacement term, which became effective September 1, 2021 and is extended through April 8, 2022 at an annual salary of \$56,880.00 (Step 1/A) pro-rated.
2. Recommended: That the Board approve the following Resolution: RESOLVED, that Paola Lazo be and hereby is granted an extended leave of absence from her current position as a Paraprofessional for a period that commenced April 7, 2021 and is extended through the remainder of the 2021-2022 school year,

AND BE IT FURTHER RESOLVED, Paola Lazo, is, upon the recommendation of the Superintendent of Schools, appointed to an extended Teaching Assistant position as a leave replacement term, which became effective April 8, 2021 and is extended through the remainder of the 2021-2022 school year at an annual salary of \$35,080.00 (Step 1/A).

3. 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 Andrew Rodriguez to the position of Paraprofessional for a probationary period of 26 weeks commencing on November 29, 2021, and is to be paid at an annual salary based on \$26,344.00, pro-rated (Step 1/J of the salary schedule attached to the non-instructional collective bargaining agreement).
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, and upon the recommendation of the Superintendent of Schools, does hereby appoint Kim Nalepinski to the position of Paraprofessional for a probationary period of 26 weeks commencing on December 6, 2021, and is to be paid at an annual salary based on \$26,344.00, pro-rated (Step 1/J of the salary schedule attached to the non-instructional collective bargaining agreement).
5. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board approve the following appointments to teach an additional section of ENL co-taught and/or individual classroom instruction effective November 8, 2021 for the 2021-2022 school year with pro-rated compensation as follows:

Christopher Toole, Science Teacher - \$25,837.40
Loren Bennett, Social Studies Teacher - \$19,251.00
Nina Santacroce, ENL Teacher - \$24,623.00
Christine Reis, ENL Teacher - \$17,687.60

6. That the Board approve the following appointments from the 2021-2022 school year:

Interscholastic Coach

Jessica Sanna, Girls JV Basketball Coach, Level III, 0 years - \$6,369.00 – effective November 15, 2021

JMMES Breakfast Club (amendment)

(up to 1 hour per day, 5 days a week at the employee's hourly rate of pay)

- Carroll Logie, Karen Powers and Michele Cadger

Additional Teaching Section (amendments)

(October 6, 2021 through April 8, 2022, pro-rated)

Christopher Beardsley - \$24,826.60

Patty Conigliaro - \$29,162.40

Theresa Kraycar - \$29,881.60

Additional TA Teaching Section

(November 8, 2021 through the remainder of the 2021-2022 school year)

Nidia Pretto-Cebulski, Teaching Assistant - \$2,655.88

7. Recommended: That the Board approve the following amended Resolution: BE IT HEREBY RESOLVED, that the Board of Education of the East Hampton Union Free School District approves the terms of the Memorandum of Agreement dated November 10, 2021 between the District and the East Hampton Teachers' Association regarding remote instruction for students quarantined due to the pandemic and/or determined to receive remote instructional services during the 2021-2022 school year; and

BE IT FURTHER RESOLVED, that the Superintendent of Schools be authorized to execute the resulting collective bargaining agreement on behalf of the Board.

8. Recommended: That the Board approve the following Resolution: BE IT HEREBY RESOLVED THAT the Board of Education of the East Hampton Union Free School District approves the terms of the Memorandum of Agreement dated November 8, 2021, between the District and the East Hampton School Related Professionals Association regarding the terms and conditions of employment for the members of the school related professionals' bargaining unit; and

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

9. Recommended: That the Board approve the Consultant Agreement between EHUFSD and Anthony DeFino for the purpose of providing HVAC maintenance, repairs, HVAC training, weekly reports and other HVAC and other equipment related matters effective January 1, 2022 through June 30, 2022 in accordance with the terms and conditions set forth in said Consultant Agreement.
10. Recommended: That the Board approve the Contract with Genesee Valley BOCES for ABA Supervision for Individual Employees and East Hampton Union Free School District for the purpose of providing supervision services related to the NY Licensed Behavior Analyst (LBA) credential and the Behavior Analyst (BCBA) credential from September 22, 2021 through September 22, 2022 in accordance with the terms and conditions set forth in said Consultant Agreement.
11. Recommended: That the Board accept, with gratitude, a donation to the school district of a 16x12 shed from Mr. Luis Barrere for placement at the John M. Marshall Elementary School fields for use by the District's Athletic Department.
12. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board reject the Rental of Temporary Garage Equipment (Bid#21-22-14) for the 2021-2022 school year.
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November Board Committee Schedule

November 23rd

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

December Board Committee Schedule

December 16th

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

December 22nd

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

East Hampton Union Free School District

TRUSTEER'S REPORT

REPORT PERIOD: August 31, 2021 REDACTED

GENERAL FUND "A" and "TA-200 Trust and Agency

MONEY MARKET B.N.B.	PUB MM TRS	Signature Bk NYCLASS	MM TSI N8 L1 NYCLASS	General Fund NYCLASS	General Fund B.N.B.	Trust & Agency B.N.B.	General Fund UI NYCLASS	Gen. Fd. Losses NYCLASS	Special Aid Fund Fd Federal Funds	NYCLASS Reserve	CAPITOL FUND FUND "C" OPER. Capital
3,699,037.51	1,096,082.59	24,008.51	125,475.33	3,102,702.94	1,605,165.84	145,950.10	55,717.65	38,972.00	15,808.96	2,838,169.48	10,056.75
DEPOSITS/RECEIPTS:											
Town Taxes (Sched #1)	-	-	-	-	-	-	-	-	-	-	-
State & Federal Revenue (Sched #2)	190,307.25	-	-	-	-	-	-	-	-	-	-
Interest Revenue (Sched #3)	138.95	96.10	2.75	658.79	49.08	12.90	1.24	0.89	0.11	60.50	542.80
Other Receipts (Sched #4)	-	1,930.00	-	-	-	308,801.74	-	-	-	-	-
TOTAL RECEIPTS	190,446.20	96.10	2.75	658.79	49.08	308,814.64	1.24	0.89	0.11	60.50	542.80
TRANSFERS IN:											
From Money Market	-	-	-	-	610,000.00	-	-	-	15,000.00	-	-
From General Fund Gross PR	-	-	-	-	-	-	-	-	-	-	-
From Scholarship Fund	-	-	-	-	-	-	-	-	-	-	-
From General T&A	-	-	-	-	1,900,000.00	-	-	-	-	-	-
Transferred from Capital/ exchanges	-	-	-	-	-	-	-	-	-	-	-
Trans: Other funds	-	-	-	-	-	-	-	-	-	-	-
TOTAL TRANSFERS IN	-	-	-	-	1,900,000.00	-	-	-	-	-	-
TOTAL TRANSFERS OUT:											
To NYCLASS Reserves Comp Abs	-	-	-	-	-	-	-	-	-	-	-
To NYCLASS Reserves WC	-	-	-	-	-	-	-	-	-	-	-
To NYCLASS Reserves Rep Res	-	-	-	-	-	-	-	-	-	-	-
To NYCLASS Reserves ERS	-	-	-	-	-	-	-	-	-	-	-
To NYCLASS Reserves TRS	-	-	-	-	-	-	-	-	-	-	-
To General Fund MM	610,000.00	-	-	-	-	-	-	-	-	-	-
To Capital Fund	1,900,000.00	-	-	-	-	-	-	-	-	-	-
To Trust & Agency, Lunch	-	-	-	-	-	-	-	-	-	-	-
Other transfers	-	-	-	-	-	-	-	-	-	-	-
To Special Aid fund	-	-	-	-	-	-	-	-	-	-	-
Private Trust fund	-	-	-	-	-	-	-	-	-	-	-
To Debt Payment fund	-	-	-	-	-	-	-	-	-	-	-
TOTAL TRANSFERS OUT	2,525,000.00	-	-	-	-	-	-	-	-	-	-
TOTAL DISBURSEMENTS & TRANSFERS OUT	2,525,000.00	3,257.44	-	-	1,890,000.00	2,858,415.64	781,705.13	-	17,384.76	-	2,438.50
JOURNAL ENTRIES:											
ENDING BALANCES:											
RECONCILIATION TO BANK:											
BANK BALANCE	1,564,483.71	1,096,178.69	23,081.07	125,478.08	3,103,381.73	1,615,245.92	55,718.89	38,972.00	13,424.31	2,838,229.98	8,170.85
LESS:	-	-	-	-	-	-	-	-	-	-	-
OUTSTANDING CHECKS	-	-	23,115.22	125,478.08	3,103,381.73	1,615,245.92	55,718.89	38,972.00	13,424.31	2,838,229.98	8,170.85
MISCELLANEOUS ITEMS	-	-	34.15	-	-	-	-	-	-	-	-
SUBTOTAL	1,564,483.71	1,096,178.69	23,081.07	125,478.08	3,103,381.73	1,615,245.92	55,718.89	38,972.00	13,424.31	2,838,229.98	8,170.85
PLUS:	-	-	-	-	-	-	-	-	-	-	-
DEPOSITS IN TRANSIT	-	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS ITEMS	-	-	-	-	-	-	-	-	-	-	-
BOOK BALANCE	1,564,483.71	1,096,178.69	23,081.07	125,478.08	3,103,381.73	1,615,245.92	55,718.89	38,972.00	13,424.31	2,838,229.98	8,170.85
TRIAL BALANCE ACCOUNTS											
PROOF											
0.00											

I certify that the above balances are in agreement with the bank statements, as reconciled

David H. Harg

2021-22 Monthly Cash Flow

Actual

(000's omitted)

Estimated

Actual

Aug

July

do not add 12/31 tax wire

	10,313	8,753	Sept.	Oct.	Nov.	Dec.	3,933	Jan.	Feb.	Mar.	Apr.	May	June	Total
Beg. Balance	10,313	8,753		6,368	2,573	10,530	3,933		2,311	25,343	22,872	17,754	17,009	22,460
Receipts:														
Property Taxes	-	-	-	-	-	-	-	-	30,601	2,000	1,000	800	8,000	10,573
STAR Payment + PILOT	-	-	-	-	-	-	-	-	350					168
State Aid	171	190	190	950	11	306	386		137	1,175	712	60	52	260
Other Receipts	1,882	309	309	275	486	1,448	665		2,382	1,044	1,579	2,307	2,159	3,205
Other Funds trans in	-	-	-	-	-	-	2,631		(2,931)					
TAN Proceeds	-	-	-	-	15,500	-	-	-	-	-	-	-	-	-
Total Receipts	2,053	499		1,225	15,997	1,754	3,982		30,539	4,219	3,291	3,167	10,211	14,206
Balance/ Receipts	12,366	9,252		7,593	18,570	12,284	7,915		32,850	29,562	26,163	20,921	27,220	36,666
Disbursements:														
Salaries Benefits	2,377	1,679		2,976	4,630	4,010	4,096		4,127	3,914	5,783	3,216	4,142	8,048
Operating Expen.	1,151	1,190		1,038	857	981	1,137		406	711	604	565	535	595
TRS/ERS paid out	-	-		888	153	2,022	-		-	-	-	111	83	205
Trans to other Funds	85	15		118	2,400	1,338	371		2,974	2,065	2,022			11,787
Trans TAN Pay Act	-	-		-	-	-	-		-	-	-	-	-	15,500
TAN Interest	-	-		-	-	-	-		-	-	-	-	-	271
Total Disbursement	3,613	2,884		5,020	8,040	8,351	5,604		7,507	6,690	8,409	3,912	4,760	24,619
Balance end of														
Month	8,753	6,368		2,573	10,530	3,933	2,311		25,343	22,872	17,754	17,009	22,460	12,047
mm+gt-A2023*1a1NB	8,753	6,368		16,339	8,794	2,199	577		23,607	21,138	16,020	15,275	20,726	10,313

8/31/2021

RED=CELLS THAT NEED TO BE UPDATED

**EAST HAMPTON UNION FREE SCHOOL DISTRICT
COLLATERAL TEST
REPORT PERIOD: August 31, 2021 REDACTED**

**Prepared by
Deirdre Herzog**

People's United Bank (PUB) formerly SCNB

C240	C	8,170.85	8,920.85	8,920.85	-	-	-	8,920.85	9,366.89		
A213	A	1,096,178.69	1,096,178.69	1,096,178.69	-	-	-	1,096,178.69	1,150,987.62		
	A	449,443.43	449,443.43	449,443.43	0	250,000.00	250,000.00	199,443.43	209,415.60		
	A	1,533,792.97	1,545,622.12	8,920.85	8,920.85	250,000.00	250,000.00	1,304,542.97	1,369,770.12	1,340,475.40	(39,394.32)

BRIDGEHAMPTONDIME BANK

EX240	EX	-	-	-	-	-	-	-	-		
A200	A	86,149.10	464,913.37	-	-	-	-	464,913.37	488,159.04		
A201	A	1,564,483.71	1,564,483.71	-	-	250,000.00	250,000.00	1,314,483.71	1,380,207.90		
FA200	FA	13,424.31	13,424.31	-	-	-	-	13,424.31	14,095.53		
H204	H	7,377,899.69	7,377,899.69	-	-	-	-	7,377,899.69	7,746,794.67		
H201	H	13,810.02	248,443.52	-	-	-	-	248,443.52	260,865.70		
TA240	TA	0.00	5,071.43	5,071.43	-	-	-	5,071.43	5,325.00		
TE200	TE	59,119.83	59,119.83	0.00	0.00	-	-	59,119.83	62,075.82		
TE203	TE	32,387.25	32,387.25	0.00	0.00	-	-	32,387.25	34,006.61		
T10	TA	-	5,074.79	5,074.79	-	-	-	5,074.79	5,328.53		
		9,147,273.91	9,760,671.68	10,146.22	10,146.22	250,000.00	250,000.00	9,520,817.90	9,996,858.80	10,571,540.01	574,682.11

First National Bank of LI
Money Market Account

A	A	3,103,361.73	3,103,361.73	-	-	250,000.00	250,000.00	2,853,361.73	2,995,029.82	2,996,129.97	0.15
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Community Bank of Syoset

TA202	TA	23,081.07	-	23,115.22	23,115.22	-	-	23,115.22	-	-	-
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NYCLASS

A211	V	2,838,229.98	2,838,229.98	0.00	0.00	-	-	2,838,229.98	2,980,141.48	2,980,141.48	
A212	A	125,478.08	125,478.08	-	-	-	-	125,478.08	131,751.98	131,751.98	
H234	H	63,332.91	63,332.91	0.00	0.00	-	-	63,332.91	66,499.56	66,499.56	
A2023	A	1,615,245.92	1,615,245.92	0.00	0.00	-	-	1,615,245.92	1,696,008.22	1,696,008.22	
A2024	A	2,607,604.48	2,607,604.48	-	-	-	-	2,607,604.48	2,737,984.70	2,737,984.70	
A2025	A	55,718.89	55,718.89	-	-	-	-	55,718.89	58,504.83	58,504.83	
A2021	A	38,972.00	38,972.00	-	-	-	-	38,972.00	40,920.60	40,920.60	
A2026	A	6,344,215.00	6,344,215.00	-	-	-	-	6,344,215.00	6,661,425.75	6,661,425.75	
C201	C	-	-	-	-	-	-	-	-	-	
A2022	A	16,694.58	16,694.58	-	-	-	-	16,694.58	17,529.31	17,529.31	
V201	V	2,560.31	2,560.31	-	-	-	-	2,560.31	2,688.33	2,688.33	
		13,708,032.15	13,708,032.15	-	-	-	-	13,708,032.15	14,393,454.76	14,393,454.76	

District Total

		\$ 27,335,561.83	\$ 25,014,345.95	\$ 65,297.51	\$ 25,079,643.46	\$ 560,000.00	\$ 46,230.44	\$ 24,333,413.02	\$ 25,760,983.68	\$ 26,295,371.47	\$ 535,387.79
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East Hampton Union Free School District

TREASURER'S REPORT SUPPLEMENTAL SCHEDULE

REPORT PERIOD: August 31, 2021 REDACTED

	FUND "C"	FUND "FA"	FUND "H"	FUND "TA"	FUND "TE"	FUND "V"
SCHEDULE #5 STATE & FEDERAL REVENUES						
TOTAL SCHEDULE #5						
SCHEDULE #6 INTEREST AND OBLIGATIONS						
INTEREST EARNED ON ACCT# [REDACTED]			0.16			
INTEREST EARNED ON ACCT# [REDACTED]			1.28		1.42	
INTEREST EARNED ON ACCT# [REDACTED]						0.04
INTEREST EARNED ON ACCT# [REDACTED]						
INTEREST EARNED ON ACCT# [REDACTED]		0.11				
INTEREST EARNED ON ACCT# [REDACTED]			273.61		0.52	
INTEREST EARNED ON ACCT# [REDACTED]						
TOTAL SCHEDULE #6						
SCHEDULE #7 MISCELLANEOUS RECEIPTS						
Interfund Revenue						
Interfund Transfers						
CAFETERIA CASH SALES/ACH/HRT	542.60					
DONATIONS Mini Grants						
Bounced Checks, fees refunded						
Flex Receipts				1,930.00	-	
Exc. Sales Tax from Store/ Misc Rev						
Drivers Ed/ AP funds/ENL Programs						
Bond Premium						
TOTAL SCHEDULE #7	\$ 542.60				\$ -	
SCHEDULE #8 DISBURSEMENTS						
Warrant 2 Lunch Fund + fees	2,438.50					
WARRANT#2 Special Aid		17,384.76				
WARRANT# 2 Expendable Trust(Grant)					1,054.90	
WARRANT#2 CAPITAL Fund			234,633.50			
Transfer to checking/Paid Scholarships						
SCHOLARSHIPS Camanae, misc				3,257.44		
Employee Flex paid outs + overlaps						
Bond/Interest Payments						
Returned checks/ fees						
Payments EPC						
Scholarships- Cangiolioli						
Sales Tax						
TOTAL SCHEDULE #8	\$ 2,438.50	\$ 17,384.76	\$ 234,633.50	\$ 3,257.44	\$ 1,054.90	\$ -

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of November 2021, by and between the East Hampton Union Free School District ("District") and the East Hampton Teachers' Association ("Association").

WHEREAS, the District and the Association are parties to a collective bargaining agreement ("CBA") covering the period July 1, 2019 through June 22, 2022; and

WHEREAS, the District and the Association recognize the challenges presented by the continuation of the COVID-19 pandemic and related matters continued into the 2021-2022 school year; and

WHEREAS, the District and the Association have engaged in discussions on teachers providing academic support/remote instruction for students in the 2021-2022 school year,

NOW, THEREFORE, the parties agree as:

1. Secondary teachers who opt to provide remote instruction to students who have been quarantined due to the pandemic or who are determined through administration to receive remote instruction, said teachers may provide such remote instruction during their designated preparation period up to three times per week or during after school hours.
2. Elementary (PK-6) teachers who opt to provide remote instruction to students who have been quarantined due to the pandemic or who are determined through administration to receive remote instruction, said teachers may provide such remote instruction during their designated preparation period up to five times per week or during after school hours.
3. Teachers who provide remote instruction to students during their preparation period(s), shall be compensated based on the CBA's professional rate of pay, Article 3.10, in addition to their regular salary. This professional rate of pay will apply after the teacher has fulfilled his/her class cover requirement pursuant to Article 2.05 (A).
4. Teachers who provide remote instruction to an individual student during after-school hours shall be compensated based on the CBA's professional rate of pay, Article 3.10.
5. Teachers who provided remote instruction to a group of students during after-school hours shall be compensated at the hourly rate of pay of one hundred dollars (\$100.00).
6. All terms and conditions of the CBA are in full force and effect. Entering into this Agreement shall not modify the CBA. Rather, this Agreement shall apply only for the specific and limited purpose of addressing the unique challenges presented by the outbreak of the COVID-19 Pandemic. It shall not set any precedent or practice regarding any aspect of the Agreement. This Agreement

shall expire and be of no further force and effect upon the conclusion of the 2021-2022 school year unless extended in writing by the parties.

For the District:

For the Association:

Date:_____

Date:_____

Adam S. Fine
Superintendent of Schools
EHUFSD

Joseph Sanicola
President
East Hampton Teachers' Association

Amended: November 10, 2021

MEMORANDUM OF AGREEMENT

The authorized representatives of the Board of Education of the East Hampton Union Free School District ("District") and the East Hampton School District School Related Professionals' Association ("Association") have negotiated in good faith with respect to the terms and conditions of employment of the members of the school related professionals' bargaining unit. Except as provided below, the terms and conditions contained in the parties' 2016-2020 collective bargaining agreement, as amended by the memorandum of agreement dated August 18, 2020 ("Agreement") shall remain in effect. The members of the negotiating teams hereby acknowledge their obligations under the Taylor Law to affirmatively recommend to their respective constituencies approval of this Memorandum of Agreement.

Term:

July 1, 2021 through June 30, 2025.

Contract Amendments (In Order)

Article 1.01(B)

- Add "*Network and Systems Technicians*" to list of bargaining unit members (and amend Column I of the salary schedules to include "*Network and Systems Technicians*").

Article 1.03(B)

- Delete the last sentence of the paragraph and replace with the following:

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.

Article 1.04 (A)

- Add the following language to the end of the existing paragraph:

The aggrieved party and the District shall have the right of legal representation at any and all stages of the grievance procedure.

Article 1.04(D)

- Delete all language in the existing Articles 1.04(D)(1)-(8) and replace with the following:

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 receipt of the grievance, or at the 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.*

Article 1.05(A)(1)

- Remove the word "December" and substitute "Winter Recess."
- Remove the phrase "February breaks" and substitute "Mid-Winter Recess"
- Delete the final sentence of the paragraph and replace with the following:

During other school recesses, including Spring Break, clerical personnel shall work one hour less per day.

Article 1.05(B)(2)

- Insert the phrase “or grounds worker” after the existing phrase “custodial personnel.”

Article 1.05(C)

- Add new Article 1.05(C)(4) as follows:

4. *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.*

- Delete “and Mechanics” from title.

Article 1.05(C)(2)

- Insert the following new sentence below between the first and second existing sentences of the paragraph:

School monitor duties shall not extend beyond 12:45 p.m.

Article 1.05(E)

- Create new Article 1.05(E) as follows, and renumber subsequent existing sections:

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.*

Article 1.05 current (F)

- Delete the existing word “all” from first sentence and replace it with the word “any.”

Article 1.06(C)

- Add the following sentence to the end of the existing paragraph:

Upon written request of either party, negotiations will be commenced as soon as practicable regarding a substitute for each invalid provision.

Article 1.06(D)(1)

- Change year from "2020" to "2025"

Article 1.07(A)

- Add the following language to the end of the existing paragraph:

The District may request receipts and/or proof of attendance in advance of reimbursement.

Article 1.08

- Re-name section to "Dues Deductions"
- Delete all existing language in Article 1.08(A) and replace with the following:

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.*

Article 1.09(A)

- Delete all existing language in Article 1.09(A) and replace with the following:

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.

Article 1.09(B)

- Add the following language to the end of the first sentence of the paragraph:

... along with the unit member's written response, if any.

Article 1.11(A)

- Adjust years to reflect new contract term of July 1, 2021 through June 30, 2025.

Article 2.01(A)

- Amend existing language to provide the following across-the-board increases:
21-22: 1.75%
22-23: 1.75%
23-24: 1.75%
24-25: 1.75%
- Adjust salary schedules "A" through "D" to reflect across-the-board increases and increases to longevity payments.
- Add new Article 2.01(A)(1) as follows:

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.
- Add new Article 2.01(A)(2) as follows:

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.

Article 2.01(H)

- Add new Article 2.01(H) as follows:

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.

Article 2.02

- Increase each longevity tier by \$100 and adjust salary schedules "A" through "D" accordingly.

Article 2.03(A)

- Delete the first two sentences of Article 2.03(A) in their entirety.

Article 2.07(A)

- Delete the first sentence of the existing paragraph and replace with the following new sentence:

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.

Article 3.01(I)(1)

- Delete all language in the existing Article 3.01(I)(1) and replace with the following [adapted from Article 6.02[A] of the current teachers' CBA]:

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.

Article 3.01(I)(2)

- Delete all existing language in Article 3.01(I)(2) and replace with the following:

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.

Article 3.02(B)

- Pursuant to the March 6, 2018 Memorandum of Agreement previously executed by the parties, delete all existing language in Article 3.02(B) and replace with the following:

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.

Article 3.04(B)

- Delete all existing language in Article 3.04(B) and replace with the following:

B. Ten-month bargaining unit members shall receive eleven paid school holidays. Independence Day and Labor Day are not to be included.

Article 3.04(E)

- Add new Article 3.04(E) as follows:

E. Juneteenth shall be a paid holiday for all 12-month unit members when falling on a weekday or observed on a weekday.

Article 3.05(B)(1)

- Add the following new language to the end of Article 3.05(B)(1):

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.

Article 3.05(H)(2)

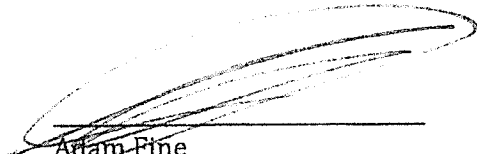
- Add the following language (adapted from Article 5.01[3] of the current teachers' CBA) below the existing paragraph:

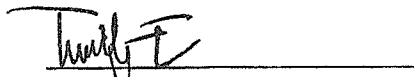
Effective July 1, 2022, unit members who apply on or before June 1, 2022 to waive District health insurance coverage for the 2022-2023 school year will receive a waiver payment in the amount of \$6,000 for waiving health coverage for a twelve-month period, without regard to the number of District employees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


Dated: East Hampton, New York

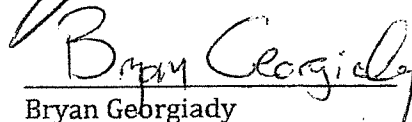
November 8, 2021

For the District:

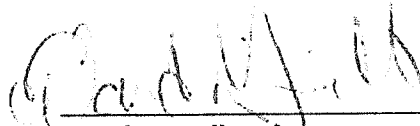

Adam Fine
Superintendent of Schools

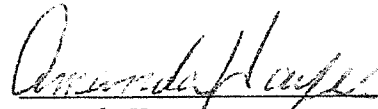

Tim Fromm
Assistant Superintendent

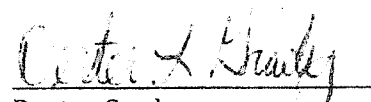

Keith Rugen
Assistant Superintendent


Bryan Georgiady
District Labor Counsel

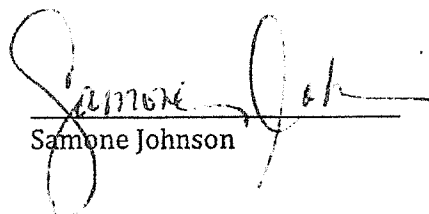
For the Association:


David Fioriello
President


Amanda Hayes
Vice President


Dexter Grady


Michael Castello


Samone Johnson

1.75% Increase

EHSRPA Salary Schedule
Schedule A 2021-2022

			A	B	C	D	E	F	G	H	I	J	K	L
			Custodial Grounds Worker	laundry Worker	12 Months Clerk Typist	Trainer 10 Months Clerk Typist	12 Months Senior Clerk	Off. App. Pric. Clk Act. Clerk	Head Clerk Sr. Ac. Clk	Mechanic II Neighborhood Adm. Asst	Mechanic IV Comp Tech NetworkSys Techs	Paraprof	Network Engineer	Bus Driver
Step	Year	Index												
1	0	1.00	46,426	29,622	39,765	33,809	41,860	45,579	47,729	50,099	53,720	26,939	76,672	34,936
2	1	1.05	48,748	31,100	41,755	35,499	43,953	47,858	50,116	52,604	56,408	28,283	80,504	36,683
3	2	1.10	51,069	32,581	43,741	37,190	46,046	50,138	52,502	55,108	59,090	29,633	84,339	38,426
4	3	1.15	53,391	34,061	45,728	38,880	48,138	52,416	54,890	57,615	61,776	30,979	88,173	40,176
5	4	1.20	55,711	35,544	47,720	40,571	50,232	54,693	57,275	60,118	64,462	32,325	92,008	41,922
6	5	1.25	58,033	37,025	49,707	42,262	52,324	56,973	59,662	62,625	67,151	33,673	95,839	43,668
7	6	1.30	60,353	38,505	51,693	43,953	54,417	59,253	62,050	65,126	69,836	35,020	99,672	45,417
8	7	1.35	62,679	39,985	53,683	45,642	56,511	61,529	64,435	67,633	72,521	36,364	103,505	47,161
9	8	1.40	64,998	41,469	55,671	47,332	58,604	63,811	66,822	70,136	75,206	37,709	107,340	48,911
10	9	1.45	67,320	42,950	57,659	49,023	60,694	66,090	69,208	72,645	77,892	39,059	111,173	50,656
11	10	1.50	69,643	44,429	59,650	50,715	62,789	68,368	71,595	75,148	80,579	40,408	115,008	52,402
12	11	1.55	71,962	45,911	61,638	52,403	64,882	70,646	73,983	77,655	83,264	41,752	118,843	54,149
13	12	1.60	74,282	47,391	63,624	54,093	66,977	72,926	76,367	80,157	85,949	43,100	122,675	55,897
14	13	1.65	76,604	48,873	65,612	55,786	69,067	75,205	78,755	82,664	88,637	44,445	126,508	57,643
15	14	1.70	78,926	50,352	67,601	57,476	71,161	77,484	81,140	85,167	91,325	45,792	130,341	59,390
16	15-17	750	79,762	51,188	68,438	58,312	71,998	78,320	81,978	86,003	92,160	46,634	131,178	60,227
17	18-21	750	80,600	52,026	69,274	59,148	72,835	79,158	82,813	86,839	92,998	47,474	132,012	61,063
18	22+	500	81,158	52,582	69,833	59,707	73,393	79,714	83,373	87,396	93,555	48,036	132,572	61,620

LONGEVITY

Step 16 additional \$1,025
 Step 17 additional \$1,825
 Step 18 additional \$2,375

1.75% Increase

EHSRPA Salary Schedule
Schedule B 2022-2023

		A B C D E F G H I J K L												
		Custodial Grounds Worker	laundry Worker	12 Months Clerk Typist	Trainer 10 Months Clerk Typist	12 Months Senior Clerk	Off. App. Pric. Clerk Acct. Clerk	Head Clerk Sr. Ac. Clerk	Mechanic II Neighborhood Adm. Asst Pr. Act. Clerk	Mechanic IV Comp Tech Networks Sys Techs	Paraprof	Network Engineer	Bus Driver	
Step	Year	Index												
1	0	1.00	47,238	30,140	40,461	34,400	42,592	46,377	48,564	50,975	54,660	27,548	78,014	35,547
2	1	1.05	49,601	31,644	42,485	36,121	44,722	48,695	50,993	53,525	57,395	28,922	81,913	37,325
3	2	1.10	51,963	33,151	44,506	37,841	46,851	51,015	53,421	56,073	60,124	30,303	85,815	39,099
4	3	1.15	54,325	34,657	46,529	39,561	48,980	53,334	55,851	58,623	62,857	31,679	89,716	40,880
5	4	1.20	56,686	36,166	48,555	41,281	51,112	55,650	58,277	61,170	65,590	33,055	93,618	42,665
6	5	1.25	59,049	37,673	50,577	43,001	53,239	57,970	60,706	63,721	68,326	34,434	97,516	44,432
7	6	1.30	61,409	39,179	52,598	44,722	55,369	60,290	63,136	66,266	71,059	35,811	101,416	46,212
8	7	1.35	63,775	40,685	54,622	46,441	57,500	62,606	65,563	68,816	73,790	37,186	105,316	47,987
9	8	1.40	66,135	42,195	56,645	48,161	59,630	64,927	67,991	71,364	76,522	38,561	109,218	49,767
10	9	1.45	68,498	43,701	58,668	49,881	61,756	67,246	70,419	73,916	79,255	39,942	113,118	51,542
11	10	1.50	70,862	45,207	60,694	51,602	63,888	69,565	72,848	76,463	81,989	41,321	117,021	53,319
12	11	1.55	73,221	46,714	62,717	53,320	66,018	71,883	75,278	79,014	84,721	42,695	120,923	55,097
13	12	1.60	75,582	48,220	64,738	55,039	68,149	74,202	77,703	81,560	87,453	44,074	124,822	56,875
14	13	1.65	77,945	49,728	66,760	56,763	70,276	76,521	80,133	84,110	90,188	45,449	128,722	58,652
15	14	1.70	80,307	51,233	68,784	58,482	72,407	78,840	82,560	86,658	92,923	46,827	132,622	60,422
16	15-17	750	81,157	52,084	69,636	59,333	73,258	79,691	83,412	87,508	93,773	47,687	133,473	61,281
17	18-21	750	82,011	52,937	70,486	60,183	74,110	80,543	84,262	88,359	94,625	48,546	134,322	62,132
18	22+	500	82,578	53,503	71,055	60,752	74,677	81,109	84,832	88,925	95,192	49,121	134,892	62,699

LONGEVITY

Step 16 additional \$1,025
 Step 17 additional \$1,825
 Step 18 additional \$2,375

1.75% Increase

EHSRPA Salary Schedule
Schedule C 2023-2024

			A	B	C	D	E	F	G	H	I	J	K	L
			Custodial Grounds Worker	Laundry Worker	12 Months Clerk Typist	Trainer 10 Months Clerk Typist	12 Months Senior Clerk	Off. App. Pic. Clerk Acct. Clerk	Head Clerk Sr. Ac. Clerk	Mechanic II Neighborhood Adm. Asst Pr. Act. Clerk	Mechanic IV Comp Tech NetworkSys Techs	Paraprof	Network Engineer	Bus Driver
Step	Year	Index	48,065	30,668	41,169	35,002	43,338	47,188	49,414	51,867	55,616	28,170	79,379	36,169
1	0	1.00	50,469	32,198	43,229	36,753	45,505	49,547	51,885	54,461	58,399	29,575	83,347	37,978
2	1	1.05	52,872	33,731	45,285	38,503	47,671	51,908	54,356	57,054	61,177	30,987	87,317	39,783
3	2	1.10	55,276	35,264	47,343	40,253	49,838	54,267	56,828	59,649	63,957	32,395	91,286	41,595
4	3	1.15	57,678	36,798	49,405	42,003	52,006	56,624	59,297	62,241	66,738	33,802	95,256	43,402
5	4	1.20	60,082	38,332	51,462	43,754	54,171	58,985	61,768	64,836	69,522	35,212	99,223	45,210
6	5	1.25	62,484	39,865	53,518	45,505	56,338	61,345	64,241	67,426	72,302	36,620	103,191	47,021
7	6	1.30	64,891	41,397	55,578	47,253	58,506	63,701	66,710	70,021	75,082	38,026	107,159	48,826
8	7	1.35	67,292	42,934	57,636	49,003	60,673	66,064	69,181	72,613	77,861	39,432	111,129	50,638
9	8	1.40	69,696	44,466	59,695	50,754	62,837	68,423	71,652	75,210	80,642	40,844	115,098	52,444
10	9	1.45	72,102	45,998	61,756	52,505	65,006	70,782	74,123	77,801	83,423	42,254	119,069	54,252
11	10	1.50	74,503	47,532	63,814	54,253	67,173	73,140	76,595	80,396	86,204	43,660	123,039	56,061
12	11	1.55	76,904	49,064	65,871	56,002	69,341	75,501	79,063	82,987	88,984	45,069	127,007	57,870
13	12	1.60	79,309	50,598	67,928	57,756	71,505	77,860	81,536	85,582	91,766	46,476	130,974	59,678
14	13	1.65	81,713	52,130	69,988	59,505	73,674	80,219	84,005	88,174	94,549	47,884	134,943	61,487
15	14	1.70	82,578	52,996	70,855	60,371	74,540	81,086	84,872	89,039	95,414	48,765	135,809	62,353
16	15-17	750	83,446	53,863	71,720	61,236	75,407	81,953	85,737	89,905	96,281	49,643	136,673	63,219
17	18-21	750	84,023	54,439	72,299	61,815	75,984	82,529	86,316	90,481	96,858	50,231	137,252	63,796
18	22+	500												

LONGEVITY

Step 16 additional \$1,025
Step 17 additional \$1,825
Step 18 additional \$2,375

1.75% Increase

EHSRPA Salary Schedule
Schedule D 2024-2025

			A	B	C	D	E	F	G	H	I	J	K	L
			Custodial Grounds Worker	Laundry Worker	12 Months Clerk Typist	Trainer 10 Months Clerk Typist	12 Months Senior Clerk	Off. App. Pric. Clerk Act. Clerk	Head Clerk Sr. Ac. Clerk	Mechanic II Neighborhood Adm. Asst Pr. Act. Clerk	Mechanic IV Comp Tech NetworkSys Techs	Paraprof	Network Engineer	Bus Driver
Step	Year	Index	48,906	31,204	41,890	35,615	44,096	48,014	50,279	52,775	56,590	28,806	80,768	36,802
1	0	1.00	51,352	32,762	43,985	37,396	46,301	50,415	52,793	55,414	59,421	30,243	84,805	38,643
2	1	1.05	53,797	34,321	46,078	39,177	48,506	52,816	55,307	58,053	62,247	31,687	88,845	40,479
3	2	1.10	56,243	35,881	48,171	40,958	50,710	55,217	57,823	60,693	65,076	33,126	92,884	42,323
4	3	1.15	58,687	37,442	50,269	42,739	52,916	57,615	60,335	63,330	67,906	34,566	96,923	44,161
5	4	1.20	61,134	39,003	52,363	44,519	55,119	60,017	62,849	65,971	70,738	36,007	100,959	46,001
6	5	1.25	63,578	40,563	54,455	46,301	57,324	62,419	65,365	68,606	73,567	37,447	104,996	47,844
7	6	1.30	66,027	42,121	56,551	48,080	59,530	64,816	67,877	71,246	76,396	38,884	109,035	49,681
8	7	1.35	68,470	43,685	58,645	49,861	61,735	67,220	70,392	73,883	79,224	40,323	113,074	51,524
9	8	1.40	70,916	45,244	60,740	51,642	63,937	69,620	72,905	76,526	82,053	41,766	117,112	53,362
10	9	1.45	73,363	46,803	62,836	53,424	66,143	72,021	75,420	79,163	84,883	43,209	121,153	55,202
11	10	1.50	75,806	48,363	64,931	55,203	68,348	74,420	77,936	81,803	87,713	44,646	125,192	57,042
12	11	1.55	78,250	49,923	67,023	56,983	70,555	76,822	80,447	84,440	90,541	46,087	129,229	58,883
13	12	1.60	80,696	51,484	69,117	58,767	72,757	79,223	82,962	87,080	93,372	47,526	133,266	60,722
14	13	1.65	83,143	53,042	71,212	60,547	74,963	81,623	85,475	89,717	96,204	48,966	137,305	62,563
15	14	1.70	84,023	53,923	72,095	61,428	75,844	82,505	86,357	90,597	97,084	49,866	138,186	63,444
16	15-17	750	84,906	54,805	72,975	62,308	76,727	83,387	87,237	91,479	97,966	50,764	139,065	64,325
17	18-21	750	85,493	55,392	73,564	62,897	77,314	83,973	87,827	92,065	98,553	51,365	139,654	64,912
18	22+	500												

LONGEVITY

Step 16 additional \$1,025
 Step 17 additional \$1,825
 Step 18 additional \$2,375

CONSULTANT AGREEMENT

AGREEMENT made this _____ day of November 2021 by and between Anthony DeFino (the "Consultant"), whose principal place of business is 525 Raft Avenue, Holbrook, New York 11741, 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 the Consultant to provide HVAC maintenance, repairs, HVAC training, provide weekly HVAC reports and provide HVAC and other equipment related recommendations as is deemed necessary.

WHEREAS the 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: provide HVAC maintenance, repairs, HVAC training, provide weekly HVAC reports and provide HVAC and equipment related recommendations as is deemed necessary.
2. It is agreed that Consultant will work three days a week from 6:00 a.m. to 2:00 p.m. at the hourly rate of \$80.00 per hour; however, it is understood that on occasion the work hours for a full day of service will be flexible.
3. In addition, Consultant will be available and provide emergency on-call services as requested by the District at the hourly rate of \$80.00 per hour.
4. If school is closed, and the Consultant's services are required, the District agrees to pay Consultant a four-hour minimum hourly rate of \$80.00 per hour.

The District agrees to pay the Consultant as described above in items 1-5. There shall be no other benefits or compensation.

1. The term of this Agreement shall be effective January 1, 2022 through June 30, 2022 unless terminated by the District as set forth below.

2. The Contractor agrees at all times during the term of its retention by the District and thereafter, to hold in strictest confidence, and not to use and/or disclose to any person, firm or corporation, except for the benefit of the District and with written authorization of an authorized officer of the District, any confidential information or personally identifiable information ("PII") pertaining to any of the District's students or staff members.

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. The Consultant shall be solely responsible for the payment of federal, state, and local income taxes, fees, withholding taxes, social security charges, and other taxes on behalf of the Consultant and their staff.

4. This Agreement shall be subject to early 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. Upon the termination of this Agreement for any reason: (a) all obligations of the parties hereunder shall cease; (b) the District shall pay the Consultant the fair value of work performed up to the date of termination; and (c) the Consultant shall immediately return to the District all work products produced pursuant to this Agreement, as well as all files, records, information, materials, tools or other property of the District within the Consultant's possession.

6. The 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. Neither the Consultant nor their staff is an employee or agent of the District for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays, or any other benefits provided to District employees.

7. Unless otherwise agreed in writing, the Consultant retains the sole right to control or direct the manner in which the services described herein are to be performed and the Consultant will determine the method, details and means of performing the services. The District retains the right to inspect, to stop work, to prescribe alterations, and generally to supervise the work to ensure its conformity with this Agreement.

8. Neither Consultant nor any of their staff shall, under any circumstances, have any authority to act for or to bind the District or to sign on behalf of the District or to otherwise represent that the District is in any way responsible for their acts or omissions. Neither Consultant nor their staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the District.

9. Mr. Anthony DeFino 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, civil penalties or fines, claims, or actions (including costs and attorney fees), to the extent permissible by law, for any and all legal actions arising out of or in connection with the actual or proposed use of East Hampton Union Free School

District property, or the performance of services under this Agreement by Mr. Anthony DeFino, including but not limited to (i) the Consultant's breach of this Agreement; (ii) any negligent or willful act, omission, misstatement, misleading statement, neglect, or breach of duty by the Consultant or their staff; and (iii) any allegation that the Consultant or their staff caused injury and/or damage to any third person (individual, corporation, company, partnership, government or any other entity).

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

11. The 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. The Consultant shall adhere to all applicable policies, procedures, rules and regulations of the District and the State Education Department.

12. This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the services of the Consultant.

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

14. 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:

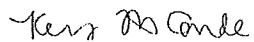
James P. Foster
President, Board of Education

Anthony DeFino, Consultant

**CONTRACT WITH GENESEE VALLEY BOCES
FOR ABA SUPERVISION FOR INDIVIDUAL EMPLOYEES**

This document confirms an agreement by and between KERRY ANN CONDE, PH.D., BCBA-D, LBA, 21 WOODLAND STREET, LAKE RONKONKOMA, NY 11779, hereinafter referred to as Dr. Conde; and East Hampton Union Free School District, 4 Long Lane, East Hampton, NY 11937; hereinafter referred to as EHUFSD. Dr. Conde and EHUFSD do mutually agree to the following:

1. Dr. Conde agrees to supervise and consult in matters related to education of Patricia Moyer.
2. This contract shall be effective 9/22/2021 and end 9/22/2022 and include any and all consulting activities that may be provided by Dr. Conde.
3. EHUFSD agrees to retain Dr. Conde as a BCBA-D/LBA Supervisor for all supervision services related to the New York Licensed Behavior Analyst (LBA) credential and Behavior Analyst Certification Board's Board Certification as a Behavior Analyst (BCBA) credential. The supervision will occur on a schedule as determined by Dr. Conde and the supervisees mentioned in #1. The supervision may include reviewing work performed by the supervisees at EHUFSD and any off-site work required to adequately serve their students. EHUFSD will not require Dr. Conde to participate in any additional consultation, trainings, or services above and beyond the weekly supervision of the supervisee mentioned in #1. EHUFSD will not remit payment to Dr. Conde.
4. The terms of this agreement may be amended only in writing with the mutual consent of both parties and may be terminated with 10 days written notice by either party.
5. It is agreed between the parties hereto that nothing in this agreement shall be construed as giving either party any control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.
6. Signatures:



Kerry Ann Conde, Ph.D., BCBA-D, LBA

9/22/2021

Date

Authorized Representative
Print name: _____
East Hampton Union Free School District

Date