

EAST HAMPTON UNION FREE SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION High School ITC Room at 6:30 p.m.

Tuesday, November 17, 2015

AGENDA

1. Executive Session (5:30 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 5:30 p.m. to 6:30 p.m.
2. Call Meeting to Order
3. Pledge
4. Presentations
 - Academic Updates from Building Principals
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. School Bus WiFi Update
 2. Transportation Department Update
 3. Google Chromebook Update
9. New Business
 1. Smart Schools Bond Act
10. News of the Schools
11. Public Comments
12. Adjournment

Consent Agenda:

1. Recommended: That the Board accept the Minutes of November 4, 2015 and November 10, 2015 as written and place on file.
2. Recommended: That the Board approve a medical leave for Renee McGuire, Science Teacher, effective December 9, 2015 through January 4, 2016.
3. Recommended: That the Board accept the extended medical leave request for Donald Sevigny, ESOL Teacher, that became effective October 5, 2015 and is extended through January 15, 2016.

Superintendent's Report and Recommendations:

1. Recommended: That the Board accept the following letters of retirement:
Michelle Sucsy, Teaching Assistant, effective November 13, 2015, and
Margaret Bennett, Paraprofessional, effective December 31, 2015.
2. Recommended: That the Board approve the following appointments for the 2015-2016 school year:

ELL After School Programs

(grant funded through Title I at the professional rate of \$73.50 per hr.)

JMMES After School Pre-Referral Program

Diane Curtin, Mary Fasanella, and Irene Riva-Quinn

Speech RTI After School Program

Lynette Marichal and Nicole Calloway

MS After School RTI /Study Skills - Tiffany Lamprecht

HS After School RTI/Study Skills - Erik Hamer and Susan Stadler

ELL After School Programs

(grant funded through Title II, Title III, 611 Limited English Proficiency (LEP) Funds at the professional rate of \$73.50 per hr.)

JMMES After School Academy

Marion Selip, Sylvia Schumann, Sandra Vazquez, and Claudia Quintana

MS After School Academy - Alexandra McCourt

HS After School Academy - Lilian Ramzy, Loren Bennett, and Michelle Barbaretti

After School College Essay Writing Academy - Nina Santacroce

Bilingual Academic Intervention Training for ELLs - Sylvia Schumann, Marion Selip, Lynette Marichal, Christine Fromm, and Alexandra McCourt

After School Pre-Referral Bilingual Teacher for Math - Marcela Cardona

Substitute Teachers

Curran Brierley at the uncertified daily rate of \$125.00

Kaitlin Allen at the uncertified daily rate of \$125.00

Substitute Custodians at \$17.94 per hr.
Ana Calderon, Elia Sagbay, and Shavar Coffey

JMMES Lunch Monitor at \$17.94 per hr. - Sonja Becker

Interscholastic Coach
Louis Russo, MS Wrestling, Level IV, 5 years, \$5,218.00

HS Musical Lighting Design
Brian Niggles – Factor 3, 0 years, \$1,159.00

HS Musical Vocal Director
Valerie DiLorenzo – Factor 8, 0 years \$3,090.00

3. Recommended: That the Board approve the Rider to Service Agreement between the East Hampton Union Free School District and Achieve Beyond for Special Education Services for the 2015-2016 school year.
4. Recommended: That the Board approve the Contract Agreement between East Hampton Union Free School District and Dr. Annette Shideler for ENL/Bilingual professional development consulting services for fifteen (15) sessions at \$1,250.00 per day, funded through the Title III Grant, for the 2015-2016 school year.
5. Recommended: That the Board approve the Transportation Contract between the East Hampton Union Free School District and the Bridgehampton Union Free School District in the amount of \$10,000.00 effective October 20, 2015, through June 30, 2016.
6. Recommended: That the Board approve the following Resolution: RESOLVED, that the Superintendent of Schools is authorized to execute a Stipulation Agreement resolving a proposed Impartial Hearing upon finalization of that Agreement between the parties.
7. Recommended: That the Board approve the following Resolution: BE IT RESOLVED, that the Board of Education of the East Hampton Union Free School District hereby approves the Stipulation of Settlement and General Release between the District and the employee named in Confidential Attachment 1; and

BE IT FURTHER RESOLVED that the Board of Education accepts said employee's resignation under the terms and conditions set forth in the aforesaid Stipulation of Settlement and General Release; and

BE IT FURTHER RESOLVED, that the Board of Education authorizes the Board President to execute said Stipulation of Settlement and General Release on behalf of the Board.

8. Recommended: That the Board amend the following appointment: RESOLVED, Ashley Russo, is, upon, the recommendation of the Superintendent of Schools, appointed to a Special Education teaching position as a leave replacement commencing September 22, 2015 through November 10, 2015 on a per diem basis at an annual salary based on BA/Step 1 (\$267.27) per day).

9. Recommended: That the Board approve the following Resolution: RESOLVED, that the Board appoint Roni Flaherty as a part-time Clerk Typist effective December 1, 2015 through June 30, 2016 for a maximum of 17.5 hours per week, and is to be paid an amount not to exceed \$9,800.00.

10. Recommended: That the Board approve the Jazz Band student trip (18 students) to New Jersey and New York City from Friday, April 8, 2016 to Saturday, April 9, 2016. The chaperones are Erik Hamer and Joshua Brussell. The estimated cost of the trip is \$8,352.00, including hotel and transportation costs. All costs will be borne by the individual students at an estimated cost of \$464.00 per student. Fundraising will off-set the cost of the trip, and there is no cost to the District.

11. Recommended: That the Board approve the following Budget Transfers:
 - a) Business Office Contractual, \$5,000.00 From A1010.4000-00 to A1310.4000-00
(funds needed to cover unexpected contractual obligations)

 - b) Non- Instruc. Assessment, \$10,000.00 From A1680.1500-04 to A1680.1600-14
(funds needed for data entry position)

 - c) HS Drama Contractual, \$12,000.00 From A2806.1540-12 to A2131.4000-02
(funds to cover drama positions for upcoming HS play)

 - d) Garage Mat. & Suppl., \$6,000.00 From A5530.4000-14 to A5530.4500-14
(to correct transpositions of numbers)

The following payroll transfers are due to the reorganization or movement of District staff at the beginning of the 2015-2016 school year:

a) Non-Instr. Salary, \$5,225.77	From A1620.1600-12 to A1240.1600-20
b) Custodial Salary, \$9,401.01	From A1620.1600-12 to A1620.1600-13
c) Non-Instr. Salary, \$18,479.25	From A1680.1500-04 to A2010.1600-13
d) Principal & AP Salary, \$112,993.00	From A2125.1300-12 to A2020.1500-12
e) Mail Clerk Salary, \$9,036.19	From A1680.1500-04 to A2020.1600-20
f) Staff Devlp., Salary \$4,410.00	From A2070.1500-14 to A2070.1510-14
g) ESL. Inst. Salary, K-3 \$37,344.20	From A2114.1300-12 to A2114.1300-11
h) Foreign Lang., Salary \$22,396.60	From A2116.1300-12 to A2116.1300-13
i) Phys. Ed. Salary, \$29,097.80	From A2118.1300-12 to A2118.1300-13
j) Family & Consum. Salary, \$28,361.80	From A2119.1300-13 to A2119.1210-11
k) Music Instruc. Salaries/ K-3, \$4,891.90	From A2122.1300-12 to A2122.1200-11
l) Science Instruc. Sal 9/12, \$91,692.00	From A2121.1300-12 to A2123.1300-12
m) Soc. Studies Inst. Sal /7-8, \$4,577.00	From A2125.1300-12 to A2125.1300-13
n) Gen. elem. Instr. /K-5, \$90,153	From A2132.1200-11 to A2132.1210-11
o) Gen. Elem. Noninstr. /K-5, \$15,786.82	From A2132.1200-11 to A2132.1600-11
p) Spec. Ed. Instruc. Sal /7-8, \$11,569.00	From A2250.1500-12 to A2250.1500-13
q) Spec. Ed. Noninstruc. /7-8, \$30,824.00	From A2250.1600-12 to A2250.1600-13
r) C.A.I.. Noninstruc. / DW, \$6,227.68	From A1680.1500-04 to A2630.1610-14
s) Guidance Instr. /K-6, \$81,188.00	From A2810.1500-12 to A2810.1500-11
t) Companion Program X-Pay, \$7,905.00	From A2810.1540-14 to A2810.1510-14
u) Psychol. Instr. Sal. DW, \$6,871.00	From A1680.1500-14 to A2820.1500-14
v) Transpr. Non-Inst. /DW, \$29,219.62	From A9060.8000-04 to A5510.1600-14

w) T.A. N. Annual Interest, \$53,250

From A9060.8000-04 to A9760.7000-00

12. Recommended: That the Board approve the Flexible Compensation Agreement between East Hampton Union Free School District and Brown & Brown of New York, Inc. d/b/a Fitzharris & Company to administer the East Hampton Self-Funded Dental Program at an administration cost of \$4.30 per employee, per month, effective January 1, 2016 through December 31, 2016.

EAST HAMPTON UNION FREE SCHOOL DISTRICT

2 Long Lane
East Hampton, NY 11937

RICHARD J. BURNS
Superintendent of Schools

ROBERT TYMANN, Ed.D.
Assistant Superintendent

ELIZABETH REVEIZ
Director ESL/Bilingual Programs

This agreement is entered into this 2015-2016 school year by Dr. Annette Shideler and the East Hampton Union Free School District, hereinafter referred to as the "District".

Term:

This agreement shall commence on Sept. 3, 2015, and continue thereafter in full force and effect through the period ending June 30, 2016, inclusive, unless terminated and hereinafter specified in this Agreement.

Conditions:

In performing services specified in this agreement, it is understood that:

1. Dr. Shideler will be engaged as an independent contractor, and therefore be solely responsible for the payment of Federal and State income tax applicable to this Agreement.
2. Dr. Shideler will not be eligible for any employee benefits whatsoever relative to this contract, including but not limited to social security, workmen's compensation, unemployment insurance, NYS Employers Retirement System, health or Dental Insurance, malpractice or the like.
3. Dr. Shideler agrees to hold the district safe and harmless from any liability incurred during the term of this contract arising from the contractual work.

Services including, but not limited to:

- The consultant will be engaged in providing professional development to teachers district-wide on ENL/Bilingual topics such as, but not limited to, current trends, data, theoretical practices and pedagogy.

Compensation:

Dr. Shideler will be paid \$1,250.00 per day during the 2015-2016 school year. The consultant will provide the ENL Department an accounting of time spent after each session. Ms. Elizabeth Reveiz will keep track of the hours and render payment accordingly.

Richard J. Burns, Superintendent of Schools
EHUFSD
4 Long Lane
East Hampton, NY 11937

A. Shideler

Dr. Annette Shideler

Elizabeth Reveiz
Elizabeth Reveiz
Director of ENL/Bilingual Program

RECEIVED
OCT 29 2015

Form TC

580909
(SED CODE)

The State Education Department
BY
Transportation Unit, Room 475 EBA
Albany, New York 12234

C
Contract Number
(SED will fill in)

TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

Robert Hauser	Tele: (631) 537-0271 ext. 1342
Contact Person	Fax: (631) 998-1381
Bridgehampton UFSD	
School District/BOCES	
PO Box 3021	
Street or P.O. Box	
Bridgehampton, NY 11932	
City	State Zip Code

- Check if applicable:
- () Special Education Pupils - Transportation required as a related service.
 - () Contract will begin part way through the school year and cost \$20,000 or less.
 - () One-month emergency contract -31 Calendar Days.
 - () Contract for bus maintenance only.
 - () District will supply contractor with fuel.
- Specifications include:
- () Provision for attendants, escorts or monitors.
 - () Clause for increasing or decreasing service.

This AGREEMENT made this 22nd day of October 2015 by and between

Bridgehampton UFSD, County of Suffolk, N.Y.
(Name of School District or BOCES)

party of the first part and East Hampton UFSD, party of the second part.
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

October 20, 2015 and to end June 30, 2016
Month Day Year Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ 10,000.00 or \$ _____ if on a per-bus, per-diem, per-mile or
(If lump sum contract) (Unit Cost)

other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 10,000.00

If awarded through a request for proposals, date of request of such proposals _____ (see note on reverse)

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

[Signature] Bridgehampton UFSD, PO Box 3021, Bridgehampton, NY11932
(Signature of Trustee or President of Board of Education) (Party of the First Part) (Post Office Address)

[Signature] East Hampton UFSD, 4 Long Lane, East Hampton, NY 11937
(Signature of Contractor) (Party of the Second Part) (Post Office Address)

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 10/29/2015
(Date of Superintendent's Approval)

Filed by: [Signature]
(Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second party will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening _____ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder? Yes No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " _____ year (first, second, etc.) of a _____ - year (two, three, etc.) contract, the total cost of which is \$ _____ " (total cost of multi-year contract).

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.

FLEXIBLE COMPENSATION AGREEMENT

FOR

EAST HAMPTON UNION FREE SCHOOL DISTRICT

Presented by:
Brown & Brown of New York, Inc.
d/b/a Fitzharris & Company
333 Earle Ovington Blvd. Suite 215
Uniondale, NY 11553
516-944-2823
Fax 516-944-2953

ADMINISTRATIVE SERVICES AGREEMENT

By and Between

EAST HAMPTON UNION FREE SCHOOL DISTRICT

(called the PLAN SPONSOR in this Agreement)

Brown & Brown of New York, Inc

d/b/a Fitzharris & Company

(called BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in

this Agreement)

WHEREAS, the PLAN SPONSOR has established a benefit plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to act as its agent with regard to the payment of certain benefits of the plan and to furnish certain services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY agree to the provisions as set forth in this agreement.

SECTION 1. PLAN

As used in this agreement, **Plan** means the Section 125 Cafeteria Plan established by the plan sponsor.

SECTION 2. EFFECTIVE DATE

The effective date of this agreement is January 1, 2016.

SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT

The plan benefits subject to this agreement are those set forth in the Plan Document that is obtained by the Plan Sponsor.

SECTION 4. PLAN SPONSOR RESPONSIBILITIES

(a) The PLAN SPONSOR retains the final authority and responsibility for the plan and its operation. The PLAN SPONSOR gives BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY the authority to act on behalf of the PLAN SPONSOR in connection with the plan, but only as expressly stated in this agreement or as mutually agreed in writing by the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY. The PLAN SPONSOR and the Plan Administrator, and not BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall be responsible for keeping the Plan, the PLAN SPONSOR and the Plan Administrator in compliance with, to the extent applicable, federal and state tax statutes, ERISA, federal and state health care continuation rules, applicable Internal Revenue Code discrimination rules and other laws. The PLAN SPONSOR, on the advice of its counsel, shall ensure that the

Plan's documents reserve to the Plan's Administrator the full discretion to decide claims under the Plan, such reservation to be made in a manner which ensures that de novo judicial review of claims determinations made by the Plan's Administrator will not be available to claimants.

(b) The PLAN SPONSOR will pay BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY reasonable charges as set forth in this agreement.

(c) The PLAN SPONSOR will provide funds for the payment of plan benefits as set forth in this agreement.

(d) The PLAN SPONSOR will furnish the information needed by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to perform its functions under this agreement. Information regarding the plan includes any information concerning the eligibility and entitlement of persons to receive plan benefits.

(e) The PLAN SPONSOR will reimburse BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for the reasonable expense of any printed matter prepared especially for the plan, except for expenses specifically assumed by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in this agreement.

(f) The PLAN SPONSOR will indemnify BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and save it harmless from and against all loss, liability, damage, expense or other

obligation resulting from or arising out of claims, demands or lawsuits against BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY in connection with benefit payments or services performed and authorized by this agreement, excepting there from any loss, liability, damage, expense or other obligation resulting from or arising out of demands or lawsuits against BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY arising from the negligence or breach of this agreement by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY.

(g) The PLAN SPONSOR will indemnify BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and save BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY harmless against any liability, expenses, demand or other obligation BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY may incur with respect to plan benefits which are the legal obligation and liability of the PLAN SPONSOR.

SECTION 5. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY RESPONSIBILITIES

(a) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY, as agent of the PLAN SPONSOR, will pay plan benefits in its usual and customary manner subject to and in accordance with this

agreement to or on behalf of persons entitled to receive plan benefits. A person entitled to receive plan benefits is called a plan participant.

Plan benefits will be processed for payment within fifteen (15) working days provided that all the necessary material is forwarded to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and there are funds available for such payment.

(b) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY as agent of the PLAN SPONSOR, will notify any plan participant whose request for plan benefits is denied of the reasons for the denial, and of that plan participant's right to have the denial reviewed.

(c) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will maintain, for the duration of this agreement and for three (3) years thereafter, adequate records of all transactions between the PLAN SPONSOR, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY and plan participants. The records are the property of the PLAN SPONSOR. The PLAN SPONSOR has the right of continuing access to their records.

(d) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will refer to the PLAN SPONSOR for determination: any claim or class of claims the PLAN SPONSOR may specify; any disputed claim; any claim involving any question of eligibility or entitlement of the claimant for coverage under the plan; any question with respect to the amount of payment due; or any other question. BROWN & BROWN OF

NEW YORK, INC D/B/A FITZHARRIS & COMPANY's determination of an applicant's eligibility for benefits shall be made in accordance with the applicable provisions of the plan and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY shall have no discretion with respect to the application of such provisions, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's responsibilities hereunder being purely ministerial.

(e) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will provide the PLAN SPONSOR services and assistance in connection with the design and development of the plan, initially and in connection with plan revisions at no additional cost to the PLAN SPONSOR.

Service and assistance includes: underwriting and actuarial services; estimates of initial plan costs; cost projections of any proposed plan revisions; and advice regarding the preparation of plan description booklet.

(f) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will furnish the PLAN SPONSOR the items described in the following subsections.

(1) On written request from the PLAN SPONSOR, provide information that may be necessary for the PLAN SPONSOR'S filing of IRS documents and Department of Labor Forms.

(2) Monthly statements indicating deposits, withdrawals, and balances of the account established for the purpose of paying plan benefits.

(3) All benefit claim forms and enrollment cards required by plan participants.

(4a) Monthly reports indicating the following information:

(i) Flexible Enrollee Account Statement (FSAR)

(ii) Monthly Check Registers (RMC)

(4.1b) Retrieval of documents from storage will be billed at the pass through rate charged by the storage company.

(4b) Cost of services for special reports unknown at this time would be resolved by the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY when they occur. Generally, the costs for special reports involve the one-time charge for computer programming which is at the rate of \$100.00 an hour.

Cost of services for requests, requirements of the school or any of its consultants, professionals or regulators will be performed on a pass through basis to the school. Requests must be in writing. Prior to any work performed, the school will be advised of the cost. Only after written approval of the cost, will services be performed.

(5) Enrollment rosters as requested by the Plan Sponsor.

- (g) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will indemnify the PLAN SPONSOR and save it harmless from and against all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney fees, with respect to this agreement resulting from or arising out of the negligence or the dishonest, fraudulent or criminal acts of BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or its employees, except to the extent the PLAN SPONSOR substantially has contributed to the liability.
- (h) It is understood and agreed that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY is empowered and required to act with respect to the Plan only as expressly stated herein. The PLAN SPONSOR hereby authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to do all things and to perform all acts which BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY deems necessary or appropriate to facilitate claims processing with respect to the Plan. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's personnel shall be available generally to provide advisory services to the PLAN SPONSOR with respect to, and to assist the PLAN SPONSOR in, claims processing with respect to the Plan. The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY agree that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS &

COMPANY's role shall be limited to that of claims processor under the Plan, that the services rendered by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY under this Agreement shall not include the power to exercise discretionary authority over plan operations, and that BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will not for any purpose, under ERISA or otherwise, be deemed to be the "plan administrator" of the plan or a "fiduciary" with respect to the plan. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY's services hereunder are intended to and shall consist only of those ministerial functions described in Department of Labor Regulations section 2509.75-8, D-2 and, to the extent not inconsistent with this Agreement and applicable law, shall be performed within the framework of policies, interpretations, rules, practices and procedures established by the PLAN SPONSOR and/or the plan's administrator.

SECTION 6. PLAN BENEFIT PAYMENTS

The PLAN SPONSOR authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to pay plan benefits by checks drawn on a benefit plan account maintained by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will deposit to such account each day on which checks are drawn a draft on the account of the PLAN SPONSOR in an amount equal to the

sum of the checks drawn on the account on that day. The PLAN SPONSOR authorizes BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to draw such drafts. The PLAN SPONSOR will enter into agreement(s) and issue instructions to its bank as are necessary to implement the terms of this agreement.

SECTION 7. PLAN SPONSOR LIABILITY

BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY does not insure nor underwrite the liability of the PLAN SPONSOR under the plan. The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan except as specified in Section 5(g) therein. The PLAN SPONSOR is responsible for all expenses.

SECTION 8. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY LIABILITY

(a) BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will use reasonable care and diligence in the exercise of its powers in the performance of its duties under this agreement. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will not be liable for any mistake of judgment or other actions taken in good faith unless such acts or omissions constitute negligence or a breach of BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY contractual obligations.

(b) In the event BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY makes an incorrect payment pursuant to this agreement which is a result of the failure of BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY to exercise reasonable care in making the payment (e.g., clerical error in the issuance of a draft), BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will be liable for its mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR or a plan participant to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or another erroneous or wrongful act of the PLAN SPONSOR or a plan participant, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will not be liable for the incorrect payment.

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will make a diligent effort to recover any incorrect excess payment made. BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY is not required to institute any court proceedings.

**SECTION 9. COMPENSATION OF BROWN & BROWN OF NEW YORK, INC
D/B/A FITZHARRIS & COMPANY**

(a) For BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY services provided pursuant to this agreement, the PLAN SPONSOR will pay BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY the charges elected. The monthly maintenance charge is due and payable on the first day of each month during the continuance of this agreement. The monthly maintenance charge shall be determined by multiplying the number of employees covered by the plan, on the first day of each month during the continuance of this agreement by \$4.30 per employee, per month. This fee is guaranteed for 12 months.

(b) A grace period of thirty (30) days without interest will be allowed for the payment of every charge due and payable after the effective date. This subsection does not apply to the initial charge.

Failure of the PLAN SPONSOR to pay any charge within the grace period will result in the termination of this agreement at the end of the grace period. Nevertheless, the PLAN SPONSOR will be liable to BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for charges which are due and unpaid as of the date of termination.

SECTION 10. SEVERABILITY

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

SECTION 11. CAPTIONS AND HEADINGS

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope on the intent of this agreement.

SECTION 12. TRADEMARKS AND SYMBOLS

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY reserve the right to control the use of their respective (corporate) names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established.

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise without the prior written consent of the other.

The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY will cease any previously approved usage immediately upon termination of the agreement. The PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY further agree that any advertising, promotional materials or otherwise, which include the name of the PLAN SPONSOR or BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY are the property of the appropriate namesake and will be returned to the appropriate property owner either upon request or at termination of the agreement.

SECTION 13. CONTRACT COMPLIANCE - NON-WAIVER

Failure by the PLAN SPONSOR, BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

No waiver of any of the terms or provisions of this agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in a written memorandum expressing such alteration or modification and executed by the PLAN SPONSOR.

SECTION 14. ASSIGNMENT

Any assignment of this agreement or of any rights contained in this agreement will be void and of no force or effect.

SECTION 15. AMENDMENT

This agreement may be amended at anytime by written agreement between the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY.

SECTION 16. TERMINATION

(a) This agreement may be terminated either by the PLAN SPONSOR or by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY at any time provided the terminating party gives the other prior notice. The written notice will state the effective date of the termination. The written notice will be given no less than thirty (30) days prior to the date of the termination.

(b) This agreement will terminate automatically and immediately as of the date:

(1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or

(2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payments in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY for payment of plan benefits or

(3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written

acknowledgment of BROWN & BROWN OF NEW YORK, INC
D/B/A FITZHARRIS & COMPANY or

- (4) The plan or the plan benefits subject to this agreement are terminated or
- (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation, receivership or conservatorship.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY may mutually agree that the provisions of this agreement will continue in effect for the purposes of payment of plan benefit expense claims incurred before the date of termination but not paid on or before the date of termination.
- (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY before the date of termination.
- (e) Should this contract be terminated, the Administrator may elect to have the BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY continue to administer the Benefit Plan as in force on the effective date of termination of the contract, for a period of three (3)

months. The fee for administering the Benefit Plan for this three (3) month period will be three times the most recent monthly fee prior to the termination and will be due in one lump sum on the first day of this three (3) month extension. The claims administered under this three (3) month extension will be limited to those claims, which were incurred prior to the termination of the contract.

(f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

(g) SECTION 17 BINDING EFFECT: NO THIRD PARTY BENEFICIARIES.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights, remedies or obligations under or by reason of this Agreement.

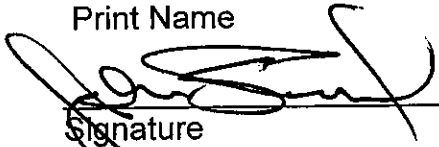
WITNESS WHEREOF, the PLAN SPONSOR and BROWN & BROWN OF NEW YORK, INC D/B/A FITZHARRIS & COMPANY have caused the agreement to be executed in their names by their undersigned officers, the same name being duly authorized to do so.

**BROWN & BROWN OF
NEW YORK, INC D/B/A
FITZHARRIS & COMPANY**

EAST HAMPTON UFSD

John Triessl
Print Name

Print Name


Signature

Signature

Executive Vice President
Title

Title

11/31/2015
Date

Date

Brittany Citti
Witness

Witness

Date: November, 2015