

AMAGANSETT SCHOOL
Amagansett, New York
Regular Board of Education Meeting
Tuesday, January 13, 2015
7:30 AM

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Community Input

4. Thanks to... the Amagansett PTA for the wonderful Holiday Store and delicious hot lunch; **Accolades to...** Miss Cindy Galvin and all students that participated and performed in the holiday concerts and shows that brightened up everybody's holidays.

5. Consent Agenda

- Minutes (December 9, 2014)
- Treasurer reports (November 2014)
- Claims audit report (November 2014)
- Corrective action plan (November 2014)
- Warrant (December 15, 2014)

6. Superintendent's Comments

- Education topics in the News
 - ProPublica: "When Charter Schools Are Nonprofit in Name Only"
 - Newsday: "Amid School Wars, How Much Does John King's Leaving Matter?"
 - New York Times: "Cuomo Signals Changes for Education Next Year"
 - Newsday: "Long Island, NYS High School Graduation Rates Rise in 2014"
 - Washington Post: "Computers in the Classroom are a No-Brainer, Right? Not so fast."
 - Councilgram: "To War?"
 - EdWeek.org: "Kids Who Take Vacations in the Middle of the School Year"
 - Education Week: "The Promise and Peril of Turning Student Learning Into a Number"
 - Letter to Chancellor Tisch and Commissioner King on Governor Cuomo's behalf
 - NY Chalkbeat: "Here are all of the Policy Changes Proposed in Tisch and Berlin's Response to Cuomo"
 - New York Times: "The Central Crisis in New York Education"
 - Lohud.com: "View: Math Teachers Need More Time, Training"
- New English Language Learners regulations – Presentation by Brigit DiPrimo and Maria Dorr
- Four year financial plan projections (1st draft)
- Enrollment update

7. Committee Reports

8. Old Business

Resolution #69: Recommended: WHEREIN, Dr. and Mrs. Huntington Sheldon have enjoyed the original Amagansett Schoolhouse as an integral part of their property for eight decades, and

WHEREIN, the Sheldon's would like to share this historic piece of Amagansett history with the future generations of Amagansett students and residents,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board, pursuant to Policy #5230 – Acceptance of Gifts, Grants and Bequests to the School District, hereby accepts a donation from Dr. and Mrs. Huntington Sheldon of the original Amagansett Schoolhouse, to be situated on Main Street for all to enjoy in perpetuity.

BE IT FURTHER RESOLVED that the District Clerk is hereby directed to send a letter of thanks and appreciation to the Sheldon Family, and the District Treasurer is directed to add the aforementioned donation to the current inventory listing, if applicable.

9. New Business

Resolution #70: Recommended: WHEREAS, mandatory New York State assessment tests in ELA and math are given to New York students in grades 3 through 8 during April of each school year which is the beginning of the fourth quarter of the school year. The Amagansett Union Free School District Board of Education ("Board of Education") believes this timing is dictated by the needs of the State Education Department teachers' and principals' accountability system, known as APPR;

WHEREAS, the Board of Education believes the quality of instruction of all students in grades 3-8 grade is lowered by mandatory testing practices of the State Education Department resulting in the reduction of students' learning opportunities;

WHEREAS, these mandatory tests are developed, in part, through the administration of additional "field tests" used by testing companies to develop appropriate questions for future tests;

WHEREAS, the Board of Education believes the testing companies realize a commercial profit by using children and taxpayer resources to advance their business plans,

WHEREAS, in the past, a district's participation in these "field tests" was on a voluntary basis;

WHEREAS, the State Education Department has proposed amending certain Regulations of the Commissioner of Education such that New York school districts would be required to administer the "field tests". The Board of Education believes this will result in the use of more instructional time for the purpose of advancing a mandatory testing system organized and based, in part, on APPR, not on the basis of what is best for children;

WHEREAS, the Regents are considering the proposal of the State Education Department to make the administration of these "field tests" mandatory;

WHEREAS, the Board of Education believes additional mandatory testing will force children and districts to, in effect, subsidize the profit-making work of testing companies thus using public resources and private families for the purpose of advancing a private business plan.

NOW THEREFORE BE IT RESOLVED, the Board of Education disagrees strongly with any additional mandatory testing and urges the Regents to reject the State Education Department's proposal to make "field tests" mandatory and to reconsider its approach to assessing student learning and teacher and/or principal effectiveness. The Board of Education believes that a decision to increase mandatory testing would hurt children and abuse the public trust by subsidizing private enterprise without public discussion.

Resolution #71: Recommended: BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby establishes the mileage rate for the period January 1, 2015 through June 30, 2015 at the IRS prescribed rate of \$.575/mile. All reimbursements requests in excess of 50 miles round trip must have web-based mileage verification (i.e. Mapquest, Google, Yahoo, etc.)

Resolution #72: Recommended: BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints/reinstates the following persons to the previously established substitute list for the 2014/2015 school year:

Victoria Hoffman C (Reinstated)
Amy Tanner C

Resolution #73: Recommended: BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby authorizes payment of \$500.00 to East End Entertainment Corp. for disc jockey services to be provided at the East Hampton Middle School “Mad Heart Ball” on February 6, 2015 to which Amagansett students have been invited and are attending.

Resolution #74: Recommended: WHEREIN, after careful consideration of the Amagansett UFSD Special Education program, it has been determined that there is a need for a part-time School Psychologist, and WHEREIN, a part-time School Psychologist would be able to provide the following:

- provide psychological emotional support as needed for student emergencies,
- provide tri-annuals and re-evaluations as needed with adequate and appropriate student observations,
- complete Functional Behavior Analysis and Behavior Intervention Plans as needed,
- provide consistent psychological services for mandated students,
- provide Special Education evaluations,
- be an active member of the CSE/CPSE and RtI Teams
- reduce the need for outside contracts

NOW THEREFORE, BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board does hereby create the position of part-time School Psychologist (.4), and

BE IT FURTHER RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints KAITLIN ROESSELE MEERMAN to the position of part-time School Psychologist (.4) effective January 16, 2015 through on or before June 30, 2015. MS. MEERMAN will be paid at the rate of .4 of Column E, Step 1 (Master’s+15) of the current teachers’ contract. MS. MEERMAN holds valid New York State certification in the area of:

School Psychologist, Permanent

Resolution #75: Recommended: BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt the Amagansett School Board hereby authorizes the President of the Board or District Clerk to execute an amended contract between the Amagansett Union Free School District and The Great Neck Math Enrichment Center, d/b/a The Center for Research, Curriculum and Instruction as per attached agreement.

10. Community Input

11. Executive Session

- Contractual items
- Personnel item

12. Return to Public Session

13. Adjournment

MINUTES OF REGULAR MEETING HELD ON TUESDAY, DECEMBER 9, 2014

Board members present: Victoria Handy, Patrick R. Bistran and Mary Lownes

Board members absent: Patrick Bistran III and Phelan Wolf

Others present: Superintendent Tritt, Principal DiPrimo, Director of Pupil Personnel Services Dorr, Clerk Bloecker, Treasurer Ecker, Sandy Nuzzi, Kerry Griffiths and Christopher Walsh

President Handy called the meeting to order at 7:33 AM.

**MEETING CALLED
TO ORDER**

Pledge of allegiance.

**PLEDGE OF
ALLEGIANCE**

Thanks to the PTA, teachers and student for the scrumptious, festive and entertaining Thanksgiving Feast; and Accolades to all the students and teachers that participated in the Turkey Trot.

Upon motion of Patrick R. Bistran, seconded by Mary Lownes and carried 3-0, the minutes of the regular meeting held on November 18, 2014 were approved, the treasurer reports for October 2014 were accepted, the warrants for October 16, 21, 22, 28 & 29, 2014, November 18 & 20, 2014 and December 2, 2014 were approved.

**CONSENT
AGENDA
APPROVED**

Superintendent Tritt commented on the following:

SUPT COMMENTS

- Education topics in the News
 - Newsday: "Why Are School District Mergers So Hard?"
 - NYSSBA OnBoard: "Common Core Emphasis on NonFiction Rubs Some Educators the Wrong Way"
 - NYSSBA OnBoard: "Literature or NonFiction: Who Should Decide?"
 - NYSSBA OnBoard: "King: Teachers Should Use NonFiction to Serve as "Tour Guides to the World"
 - NYSSBA OnBoard: "Tuxedo's Charter School Proposal Impresses, Worries Nearby District"
- Presentation of K-6 assessments – Brigit DiPrimo
- BOCES 2015/2016 school calendar (Draft)
- PTA Holiday Store (December 10-11, 2014)
- Holiday Musical (December 11, 2014 @ 6:00 PM)
- Holiday Band Concert (December 18, 2014 @ 6:00 PM)
- Enrollment update

Patrick R. Bistran, Kerry Griffiths and Sandy Nuzzi gave a brief update on the original schoolhouse project.

**ORIGINAL
SCHOOLHOUSE
PROJECT
UPDATE**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0,
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School board hereby adopts the following policies/regulations/forms:

**RESOLUTION #63
POLICIES & FORMS
AMENDED**

- ❖ Policy #7120 – Age of Entrance
- ❖ Policy #7222 – Student Directory Information
- ❖ Form #7222F.1 – Notice of Directory Information/Military Recruiter Access

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 4-0,
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby deems the attached list of equipment as "surplus".

**RESOLUTION #64
SURPLUS
EQUIPMENT**

BE IT FURTHER RESOLVED, that the District Clerk is hereby authorized to publish a legal notice for the sale of said items to be sold as a single sale with the minimum bid to be \$500.

BE IT FURTHER RESOLVED, that in the event there are no bidders, Jennifer Miller is hereby authorized to dispose of the same in a manner most advantageous to the District.

Dell Service Tag	System Type	Purchase Date	Cost	Asset Tag	Purchase Order #
BC3KLC1	OptiPlex 745	6/28/2007	728.96	347	Treasurer
2R176D1	OptiPlex 745	6/28/2007	728.96	383	10755
FS176D1	OptiPlex 745	6/28/2007	728.96	384	10755
5S176D1	OptiPlex 745	6/28/2007	728.96	385	10755
3S176D1	OptiPlex 745	6/28/2007	728.96	386	10755
HR176D1	OptiPlex 745	6/28/2007	728.96	387	10755
BP176D1	OptiPlex 745	6/28/2007	728.96	388	10755
FM176D1	OptiPlex 745	6/28/2007	728.96	389	10755
1S176D1	OptiPlex 745	6/28/2007	728.96	390	10755
1N176D1	OptiPlex 745	6/28/2007	728.96	391	10755
9S176D1	OptiPlex 745	6/28/2007	728.96	392	10755
3R176D1	OptiPlex 745	6/28/2007	728.96	393	10755
8Q176D1	OptiPlex 745	6/28/2007	728.96	394	10755
DQ176D1	OptiPlex 745	6/28/2007	728.96	395	10755
6R176D1	OptiPlex 745	6/28/2007	728.96	396	10755
CP176D1	OptiPlex 745	6/28/2007	728.96	397	10755
5P176D1	OptiPlex 745	6/28/2007	728.96	398	10755
HL176D1	OptiPlex 745	6/28/2007	728.96	399	10755
DP176D1	OptiPlex 745	6/28/2007	728.96	400	10755
6S176D1	OptiPlex 745	6/28/2007	728.96	401	10755
7R176D1	OptiPlex 745	6/28/2007	728.96	402	10755
DR176D1	OptiPlex 745	6/28/2007	728.96	403	10755
9M176D1	OptiPlex 745	6/28/2007	728.96	404	10755
JQ176D1	OptiPlex 745	6/28/2007	728.96	405	10755
2T176D1	OptiPlex 745	6/28/2007	728.96	406	10755
DN176D1	OptiPlex 745	6/28/2007	728.96	414	10755

8N176D1	OptiPlex 745	6/28/2007	728.96	415	10755
9P176D1	OptiPlex 745	6/28/2007	728.96	416	10755
GN176D1	OptiPlex 745	6/28/2007	728.96	417	10755
5Q176D1	OptiPlex 745	6/28/2007	728.96	418	10755
1Q176D1	OptiPlex 745	6/28/2007	728.96	419	10755
2N176D1	OptiPlex 745	6/28/2007	728.96	420	10755
BN176D1	OptiPlex 745	6/28/2007	728.96	421	10755
CM176D1	OptiPlex 745	6/28/2007	728.96	423	10755
9L176D1	OptiPlex 745	6/28/2007	728.96	424	10755
6L866D1	OptiPlex 745	6/28/2007	728.96	425	10755
5M866D1	OptiPlex 745	6/28/2007	728.96	426	10755
8P176D1	OptiPlex 745	6/28/2007	728.96	427	10755
GM866D1	OptiPlex 745	6/28/2007	728.96	428	10755
5K866D1	OptiPlex 745	6/28/2007	728.96	429	10755
1M176D1	OptiPlex 745	6/28/2007	728.96	430	10755
JL866D1	OptiPlex 745	6/28/2007	728.96	431	10755
GK866D1	OptiPlex 745	6/28/2007	728.96	432	10755
3M176D1	OptiPlex 745	6/28/2007	728.96	433	10755
5L176D1	OptiPlex 745	6/28/2007	728.96	434	10755
CL866D1	OptiPlex 745	6/28/2007	728.96	435	10755
FL176D1	OptiPlex 745	6/28/2007	728.96	436	10755
3P176D1	OptiPlex 745	6/28/2007	728.96	437	10755
GL866D1	OptiPlex 745	6/28/2007	728.96	438	10755
JK866D1	OptiPlex 745	6/28/2007	728.96	439	10755
2P176D1	OptiPlex 745	6/28/2007	728.96	440	10755
5N866D1	OptiPlex 745	6/28/2007	728.96	441	10755
7N866D1	OptiPlex 745	6/28/2007	728.96	442	10755

2Q176D1	OptiPlex 745	6/28/2007	728.96	443	10755
GM176D1	OptiPlex 745	6/28/2007	728.96	445	10755
2M866D1	OptiPlex 745	6/28/2007	728.96	446	10755
5M176D1	OptiPlex 745	6/28/2007	728.96	447	10755
4N176D1	OptiPlex 745	6/28/2007	728.96	450	10755
3L866D1	OptiPlex 745	6/28/2007	728.96	451	10755
8L866D1	OptiPlex 745	6/28/2007	728.96	453	10755

PO	Asset Tag	Room	Description
	449	Upstairs Hallway	Xerox Phaser 8560DT
	489	West Basement	Battery Charger
10254	268	Tech Office	Sony Handycam DCR DVD405 - camcorder - 3" DVD-R, 3" DVD-DVD+RW
20925	263	Tech Office	Sony Handycam DCR DVD405 - camcorder - 3" DVD-R, 3" DVD-DVD+RW

SERVER	Model	S/N
AUFSD01 x345	8670-M1X	KPZMZH1

PBX phone system

All Xerox printers (except for Xerox colorcube copier)
 All HP printers (no Asset tag available)

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0,
 BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby deems the attached list of library books as "damaged/dated/inaccurate or not circulated for at least 10 years".
 BE IT FURTHER RESOLVED, that the Principal is hereby authorized to dispose of these books in a manner that is most advantageous to the District.

**RESOLUTION #65
 DISPOSAL OF
 LIBRARY
 BOOKS**

Upon motion of Patrick R. Bistran, seconded by Mary Lownes and carried 3-0,
 BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints the following person to the previously established substitute list for the 2014/2015 school year:

**RESOLUTION #66
 SUBSTITUTE LIST
 UPDATED**

Kyle McCann C
 Teresa Pacor RN

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0,
 BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby authorizes the President of the Board or District Clerk to execute the attached service agreement with Debra Winter for special education and related services consultant services for the period December 10, 2014 through on or before June 30, 2015, as per attached.

**RESOLUTION #67
 D. WINTERS
 AGREEMENT
 APPROVED**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0,
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the
Amagansett School hereby authorizes the Board President or District Clerk to sign the revised
agreements with Cullen & Danowski, LLP as per attached.

**RESOLUTION #68
REVISED CULLEN
& DANOWSKI
AGREEMENTS**

Accolades to Principal DiPrimo on the S.A.V.E. Plan mechanism she developed for the school.

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0, the board went
into executive session at 7:59 AM to discuss contractual items and a personnel item.

**EXECUTIVE
SESSION**

The board returned to public session at 8:57 AM.

**RETURN TO
PUBLIC SESSION**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 3-0, the meeting was
adjourned at 8:58 AM.

AFFIRMATION: I, Cheryl E. Bloecker, District Clerk of the Amagansett Union Free School
District, do hereby affirm that the minutes of this meeting are true and accurate statements of the
proceedings.

Dated: December 9, 2014

Cheryl E. Bloecker, District Clerk

DRAFT

**RESOLUTION #69
2014/2015 School Year**

January 13, 2015

Upon motion of _____, seconded by _____ and carried _____,

WHEREIN, Dr. and Mrs. Huntington Sheldon have enjoyed the original Amagansett Schoolhouse as an integral part of their property for eight decades, and

WHEREIN, the Sheldon's would like to share this historic piece of Amagansett history with the future generations of Amagansett students and residents,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board, pursuant to Policy #5230 - Acceptance of Gifts, Grants and Bequests to the School District, hereby accepts a donation from Dr. and Mrs. Huntington Sheldon of the original Amagansett Schoolhouse, to be situated on Main Street for all to enjoy in perpetuity.

BE IT FURTHER RESOLVED that the District Clerk is hereby directed to send a letter of thanks and appreciation to the Sheldon Family, and the District Treasurer is directed to add the aforementioned donation to the current inventory listing, if applicable.

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

**RESOLUTION #70
2014/2015 School Year**

January 13, 2014

Upon motion of _____, seconded by _____ and carried _____,

WHEREAS, mandatory New York State assessment tests in ELA and math are given to New York students in grades 3 through 8 during April of each school year which is the beginning of the fourth quarter of the school year. The Amagansett Union Free School District Board of Education ("Board of Education") believes this timing is dictated by the needs of the State Education Department teachers' and principals' accountability system, known as APPR;

WHEREAS, the Board of Education believes the quality of instruction of all students in grades 3-8 grade is lowered by mandatory testing practices of the State Education Department resulting in the reduction of students' learning opportunities;

WHEREAS, these mandatory tests are developed, in part, through the administration of additional "field tests" used by testing companies to develop appropriate questions for future tests;

WHEREAS, the Board of Education believes the testing companies realize a commercial profit by using children and taxpayer resources to advance their business plans;

WHEREAS, in the past, a district's participation in these "field tests" was on a voluntary basis;

WHEREAS, the State Education Department has proposed amending certain Regulations of the Commissioner of Education such that New York school districts would be required to administer the "field tests". The Board of Education believes this will result in the use of more instructional time for the purpose of advancing a mandatory testing system organized and based, in part, on APPR, not on the basis of what is best for children;

WHEREAS, the Regents are considering the proposal of the State Education Department to make the administration of these "field tests" mandatory;

WHEREAS, the Board of Education believes additional mandatory testing will force children and districts to, in effect, subsidize the profit-making work of testing companies thus using public resources and private families for the purpose of advancing a private business plan.

NOW THEREFORE BE IT RESOLVED, the Board of Education disagrees strongly with any additional mandatory testing and urges the Regents to reject the State Education Department's proposal to make "field tests" mandatory and to reconsider its approach to assessing student learning and teacher and/or principal effectiveness. The Board of Education believes that a decision to increase mandatory testing would hurt children and abuse the public trust by subsidizing private enterprise without public discussion.

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

MANDATORY STATE EDUCATION DEPT. FIELD TESTING

**RESOLUTION #71
2014/2015 School Year**

January 13, 2015

Upon motion of _____, seconded by _____ and carried +++,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amegansett School Board hereby establishes the mileage rate for the period January 1, 2015 through June 30, 2015 at the IRS prescribed rate of \$.575/mile. All reimbursements requests in excess of 50 miles round trip must have web-based mileage verification (i.e. Mapquest, Google, Yahoo, etc.)

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

Published

January 13, 2015

Upon motion of _____, seconded by _____ and carried _____,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints/reinstates the following persons to the previously established substitute list for the 2014/2015 school year:

Victoria Hoffman C (Reinstated)
Amy Tanner C

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

Published

**RESOLUTION #73
2014/2015 School Year**

January 13, 2015

Upon motion of _____, seconded by _____ and carried _____,

BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby authorizes payment of \$500.00 to East End Entertainment Corp. for disc jockey services to be provided at the East Hampton Middle School "Mad Heart Ball" on February 6, 2015 to which Amagansett students have been invited and are attending.

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

Published

**RESOLUTION # 74
2014/2015 School Year**

January 13, 2015

Upon motion of _____, seconded by _____ and carried _____,

WHEREIN, after careful consideration of the Amagansett UFSD Special Education program, it has been determined that there is a need for a part-time School Psychologist, and

WHEREIN, a part-time School Psychologist would be able to provide the following:

- provide psychological emotional support as needed for student emergencies,
- provide tri-annuals and re-evaluations as needed with adequate and appropriate student observations,
- complete Functional Behavior Analysis and Behavior Intervention Plans as needed,
- provide consistent psychological services for mandated students,
- provide Special Education evaluations,
- be an active member of the CSE/CPSE and RtI Teams
- reduce the need for outside contracts

NOW THEREFORE, BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board does hereby create the position of part-time School Psychologist (.4), and

BE IT FURTHER RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints KAITLIN ROESSLE MEERMAN to the position of part-time School Psychologist (.4) effective January 16, 2015 through on or before June 30, 2015. MS. MEERMAN will be paid at the rate of .4 of Column E, Step 1 (Master's+15) of the current teachers' contract. MS. MEERMAN holds valid New York State certification in the area of:

School Psychologist, Permanent

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

**RESOLUTION #75
2014/2015 School Year**

January 13, 2015

Upon motion of _____, seconded by _____ and carried _____,

BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt the Amagansett School Board hereby authorizes the President of the Board or District Clerk to execute an amended contract between the Amagansett Union Free School District and The Great Neck Math Enrichment Center, d/b/a The Center for Research, Curriculum and Instruction as per attached agreement.

Dated: January 13, 2015

Cheryl E. Bloecker, District Clerk

Published

CONSULTANT SERVICES CONTRACT (AMENDED JANUARY 13, 2015)

This Agreement is entered into this 13th day of January 2015, by and between the Board of Education of the AMAGANSETT UNION FREE SCHOOL DISTRICT (hereinafter the "DISTRICT"), having its principal place of business for the purpose of this Agreement at POB 7062, 320 Main Street, Amagansett, NY, 11930, and The Great Neck Math Enrichment Center, Inc. dba, The Center for Research, Curriculum and Instruction (hereinafter "Consultant"), having a principal place of business for the purpose of this Agreement at 17 Longview Place, Great Neck, NY, 11021.

A. TERM

The term of this Agreement shall be from January 14, 2015 through April 1, 2015 inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration. The contract may be extended at the additional daily cost indicated on the attached Schedule A from original contract.

B. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the services to be provided by the CONSULTANT to the DISTRICT shall include, but not be limited to the following:
 - Consultant shall provide the services set forth in this Agreement, as listed on the attached "Schedule B", incorporated by reference and made a part of this Agreement.
2. CONSULTANT represents that all services under this Agreement shall be provided by qualified individuals of good character, and in good professional standing. CONSULTANT represents that, to its knowledge, no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.
3. CONSULTANT shall observe and comply with all applicable DISTRICT Policies and Regulations while on the grounds of the DISTRICT or providing services pursuant to this Agreement.
4. CONSULTANT shall provide all services pursuant to this Agreement in a competent, professional and timely manner.
5. CONSULTANT will work cooperatively with District staff throughout the term of this Agreement
6. Consultant will conduct work at its offices in Great Neck unless its presence is required for meetings or other functions which may take place on District's premises, and as agreed to by both parties.
7. Consultant represents that all services provided and all statements made in professional settings represent its own interpretations of rules and regulation put forth by the state or by other education authorities, according to Consultant's best knowledge and expertise regarding each service provided or project, presentation or representation delivered. The District shall have the authority to make or to suggest any changes to facts or to services provided by the Consultant given that such representations are in agreement to current New York State Education Department ("NYSED") regulations.
8. The District has the right to modify or to change the projects delivered by the Consultant and shall assume responsibility that such changes are in accordance with current rules and regulation from NYSED.
9. Both parties, their employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents, and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations, or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

C. COMPENSATION:

1. The DISTRICT shall pay CONSULTANT in accordance with the following fee schedule, following the presentation of detailed invoices by CONSULTANT to the DISTRICT:

SEE ATTACHED ATTACHMENT B

2. The CONSULTANT shall submit invoices for payment on a monthly basis. All invoices shall include the services provided, the total days, the dates that the invoice covers, and the total amount due for the period specified. The DISTRICT shall pay CONSULTANT within thirty (30) days of the DISTRICT's receipt of such invoice.
3. The DISTRICT shall give the CONSULTANT notice of any invoice disputes within twenty (20) days of its receipt of the invoice, and reserves the right to withhold payment pending the resolution of the dispute.

D. MISCELLANEOUS

1. Termination:
 - a. Either the CONSULTANT or the DISTRICT may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
 - b. The parties agree that CONSULTANT'S failure to comply with any terms or conditions of this Agreement will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to CONSULTANT.
 - c. In the event the CONSULTANT or the DISTRICT terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.
2. Independent Contractor:
 - a. CONSULTANT will be engaged as an independent Contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this Agreement.
 - b. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
 - c. DISTRICT, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District: Eleanor Tritt, Superintendent of Schools
Amagansett Union Free School District
POB 1534 (Mailing address)
Amagansett, New York 11930

To Consultant: The Center for Research, Curriculum and Instruction
17 Longview Place
Great Neck, NY, 11021
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of this Agreement.

6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.
7. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
8. This Agreement, is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.
9. This Agreement may not be changed orally, but only by an Agreement, in writing, signed by authorized representatives of both parties.
10. This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

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

CONSULTANT

DISTRICT

By:

By: Board President or District Clerk

Date: _____

Date: _____

Attachment B

MEMO

TO: Eleanor Tritt
FROM: BRIGIT DIPRIMO
RE: Mariana Ristea's Proposal
DATE: January 5, 2015

Center for Research, Curriculum and Instruction
1010 Northern Blvd., Suite 208
Great Neck, NY, 11021
347.526.4663

12.31.2014

Dear Brigit,

INTRA-AGENCY BACKUP

This is a proposal to create detailed, step-by-step solution documents for the math modules' exit tickets and for the modules' homework assignments for module 3 for grades K, 1, 2, 3, 4, and 5. We could also develop curriculum resources for grades k, 1, 2, 3 and 4 to enrich GoMath with Common Core Math Module instruction mandated by NYSED as we already have for grades 5 and 6.

These resources mirror the class problem sets from the math modules and will save valuable instructional time as teachers will be able to correct homework assignments much quicker than they currently do and to also share with parents applications with the newly introduced instructional strategies modeled for them. Thus parents will have samples detailing how they could help their children at home with the new math if they should chose to do so. Additionally we will provide you with electronic homework and exit ticket files that can be projected or used on a Smartboard or projection device.

Cost Proposal: 1 day per selected math module applications per grade level: 6 modules x 1 days = 6 days (including grade 6)

Curriculum resources to enrich GoMath with Math Module Lessons: 2 days for Grades K, 1, and 2.

Curriculum resources to enrich GoMath with Math Module Lessons: 2 days for Grades 3 and 4.

Total Cost: 10 days x 1,500/ day = \$15,000

Thank you.

Mariana Ristea