

**AMAGANSETT SCHOOL**  
**Amagansett, New York**  
Regular Board of Education Meeting  
Tuesday, December 9, 2014  
7:30 AM

**AGENDA**

**1. Call to Order**

**2. Pledge of Allegiance**

**3. Community Input**

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

**5. Consent Agenda**

- Minutes (November 18, 2014)
- Treasurer reports (October 2014)
- Warrants (10/16, 21, 22, 28, 29/2014, 11/18 & 20/2014 and 12/2/2014)
- IEP (Student #102030168)

**6. Superintendent's 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

**7. Committee Reports**

- Original schoolhouse –Patrick Bistran III, Patrick R. Bistran and Kerry Griffiths

**8. Old Business**

**Resolution #63:** Recommended: Regulations/Procedures/Forms (2<sup>nd</sup> Reading)

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School board hereby adopts the following policies/regulations/forms:

- ❖ Policy #7120 – Age of Entrance
- ❖ Policy #7222 – Student Directory Information

**9. New Business**

**Resolution #64:** Recommended: BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby deems the attached list of equipment as “surplus”.

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	6/28/2007	728.96	440	10755

	745				
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-RW, :
20925	263	Tech Office	Sony Handycam DCR DVD405 - camcorder - 3" DVD-R, 3" 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)

**Resolution #65:** Recommended: 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 #66:** Recommended: 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:

Kyle McCann C  
Teresa Pacor RN

**Resolution #67:** 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 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 #68:** Recommended: 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.

**10. Community Input**

**11. Executive Session**

- Contractual items
- Personnel item

**12. Return to Public Session**

**13. Adjournment**

Published

**MINUTES OF REGULAR MEETING HELD ON NOVEMBER 18, 2014**

**Board members present:** Victoria Handy, Patrick R. Bistrrian, Mary Lownes, Phelan Wolf and Patrick Bistrrian III

**Others present:** Superintendent Tritt, Principal DiPrimo, Clerk Bloecker, Treasurer Ecker, Sandy Nuzzi, Marian Greene, Christopher Walsh and Kathy Byrnes

President Handy called the meeting to order at 7:30 AM.

**MEETING CALLED TO ORDER**

Pledge of allegiance.

**PLEDGE OF ALLEGIANCE**

Upon motion of Mary Lownes, seconded by Patrick R. Bistrrian and carried 5-0, the minutes of the regular meeting held on October 28, 2014 were approved, the claims audit report for October 2014 was accepted and the corrective action plan for October 2014 was approved.

**CONSENT AGENDA**

Superintendent Tritt commented on the following:

- Education topics in the News
  - Washington Post: "High-achieving Teacher Sues State Over Evaluation Labeling Her 'Ineffective'"
  - Newsday: Great Neck Teacher Sues State Over Teacher Evaluation System"
- English Language Learners Program
- Educational Services for Recently Arrived Unaccompanied Children
- Enrollment update

**SUPT COMMENTS**

Accolades to the Amagansett PTA for the fun-filled and successful fundraiser.

**ACCOLADES TO...**

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 5-0,  
WHEREAS, the Amagansett Union Free School District Board of Education ("School Board") desires to embark upon the Relocation of the Old Schoolhouse ("Project"), listed in attachment A hereto; and

**RESOLUTION #58  
SEQRA  
APPROVAL  
REGARDING  
ORIGINAL  
SCHOOLHOUSE**

WHEREAS, said Project is subject to classification under the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the School Board, as the only involved agency, has examined all information related to the Project and had determined that the project as a whole listed in attachment A hereto is classified as an Unlisted Action as defined by Section 617.2 of the SEQRA Regulations;

NOW, THEREFORE, BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt the School Board hereby declares itself lead agency in connection with the requirements of SEQRA; and

BE IT FURTHER RESOLVED, that the School Board hereby declares that the Project as proposed on attachment A hereto will not result in any significant adverse environmental impacts; and

BE IT FURTHER RESOLVED, that the School Board hereby shall forward an official copy of this resolution to the New York State Education Department together with a copy of the Short Environmental Assessment forms and correspondence from the New York State Office of Parks, Recreation and Historic Preservation in connection with its request for approval of said projects from the New York State Education Department.

Upon motion of Patrick R. Bistrrian, seconded by Mary Lownes and carried 5-0,  
WHEREIN, the Amagansett School Board of Education approved the minutes of the Organizational Meeting held on July 1, 2014, and

**RESOLUTION #59  
ORGANIZATIONAL  
MINUTES  
AMENDMENTS  
APPROVED**

WHEREIN, the minutes reflected vacancies that were "to be determined (TBD)" at a future date, and

WHEREAS, those vacancies have been successfully filled,

BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt the Amagansett School Board hereby amends the Organizational Meeting Minutes dated July 1, 2014 as follows:

**MINUTES OF ORGANIZATIONAL MEETING HELD ON TUESDAY, JULY 1, 2014**

**Board members present:** Victoria Handy, Patrick R. Bistran, Mary Lownes, Phelan Wolf and Patrick Bistran III

**Others present:** Superintendent Tritt, Interim Principal Lamorgese, Clerk Bloecker, Treasurer Ecker, Sandy Nuzzi, Christopher Walsh, Nancy Parsons, Kathy Solomon, Moira Hussey, Ashley Blackburn, Marian Greene and Jen Brussell

The District Clerk called the meeting to order 7:30 AM.

**MEETING CALLED  
TO ORDER**

Pledge of allegiance.

**PLEDGE OF  
ALLEGIANCE**

The Oath of Office was administered to newly elected and re-elected board members, Patrick R. Bistran (term July 1, 2014 – June 30, 2017), Patrick Bistran III (term July 1, 2014 – June 30, 2017) and Phelan Wolf (term June 17, 2014 – June 30, 2016).

**OATHS  
ADMINISTERED**

Upon motion of Phelan Wolf, seconded by Patrick R. Bistran and carried 5-0, Victoria Handy was re-elected to the position of Board President for the period July 1, 2014 through June 30, 2015.

**PRESIDENT  
VICE-PRESIDENT**

Upon motion of Patrick Bistran III, seconded by Phelan Wolf and carried 5-0, Patrick R. Bistran was re-elected to the position of Board Vice-President for the period July 1, 2014 through June 30, 2015.

**ELECTED**

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, the following officers were appointed for the period July 1, 2014 through June 30, 2015:

**APPT. OF  
OFFICERS**

- a. District Treasurer - Roxanne Ecker
- b. Clerk of the Board – Cheryl E. Bloecker
- c. Assistant Clerk of the Board – Sandra Nuzzi

Oaths of Office administered.

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, the following were appointed for the period July 1, 2014 through June 30, 2015:

**OTHER  
APPOINTMENTS**

- a. School Physician and School Physicals – Meeting House Lane Medical Practice of Wainscott
- b. School Attorney – Ingerman Smith, LLP
- c. Bond Counsel – Hawkins, Delafield & Wood, LLP
- d. Conflict Counsel – Law Offices of Thomas M. Volz
- e. Special Counsel for Omni 403b Compliance – Meister Seelig & Fein, LLP
- f. Special Counsel – Harris Beach, PLLC
- g. Special Counsel – Behrens, Loew & Cullen, Esqs.
- h. Insurance Consultant – Cook Maran, Inc
- i. Independent Auditor – Markowitz, Fenelon & Bank, LLP
- j. Accountant – Cullen and Danowski, LLP
- k. Claims Auditor – Cerini & Associates, Inc.
- l. Architect/Engineer/Surveyor – Burton, Behrendt, Smith, LLP
- m. Records Access/Management Officer – Cheryl E. Bloecker
- n. Attendance/Residency Verification Officer – Ken Brown
- o. Assistant Attendance/Residency Verification Officer – Greg Brown
- p. Title IX – Brigit DiPrimo

- q. Section 504 Compliance – Maria Dorr and Mary Jo Bennett
- r. American Disabilities Act (ADA) Compliance – Brigit DiPrimo and Maria Dorr
- s. Dignity for All Students Act (DASA) Co-Coordinators – Brigit DiPrimo and Janine Balnis
- t. Liaison for Homeless Children and Youth – Maria Dorr
- u. Sexual Harassment Complaints – Brigit DiPrimo and Janine Balnis
- v. CSE/CPSE Co-Chairpersons – Maria Dorr (August 28, 2014 – June 30, 2015); CPSE Co-Chairpersons Maria Dorr and Janine Balnis; Coleen Thorne-Ferone, School Psychologist; School Physician, Meeting House Lane Medical of Wainscott; Mary Jo Bennett, School Nurse and Kerri Webb, CSE/CPSE Parent Representative
- w. Surrogate Parent – Marian McMahon
- x. SAVE & Safety Committee – Eleanor Tritt, Brigit DiPrim, Mary Lownes, Lieut. A. J. McGuire, Officer Kim Notel, Janine Balnis, Kerry Griffiths, Mike Rodgers, Ashley Blackburn, Kelly White, Cheryl E. Bloecker, Tina Quarty, Sandy Nuzzi, Jen Miller, Mary Jo Bennett, Rev. Steve Howarth, Htun Han, Stacey Bistran and Bruce Bates
- y. AIDS Advisory Committee – Brigit DiPrimo, Mary Jo Bennett, School Physician (Meeting House Lane Medical of Wainscott) and Mike Rodgers
- z. Impartial Hearing Officers – Refer to Updated List of Impartial Hearing Officers for Suffolk County
- aa. AHERA Local Educational Agency Designee - Kerry Griffiths
- bb. Buildings and Grounds Committee – Eleanor Tritt, Patrick R. Bistran and Kerry Griffiths
- cc. Investment Policy Committee – Eleanor Tritt, Board President and Roxanne Ecker
- dd. Purchasing Agent – Eleanor Tritt or her designee
- ee. Public Relations – Eleanor Tritt and Board President
- ff. Technology Committee – Eleanor Tritt, Brigit DiPrimo, Jen Miller, Kristen Graboski, Liz Paris, Peg Bianchi, Kathleen Brunn, Cindy Galvin, Shawn Mitchell and Sophie Lewin
- dd. East Hampton/Amagansett Liaison – Victoria Handy and Mary Lownes
- ee. Audit Committee – John Hossenlopp, Board Vice-President Patrick R. Bistran, Board Member Phelan Wolf, Jane Weiller and Community Member (TBD)

#### **DESIGNATIONS**

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 5-0, the following designations **APPROVED** were approved for period July 1, 2014 through June 30, 2015:

- a. Official Bank Depositories – JP Morgan Chase Bank, Suffolk County National Bank, Bridgehampton National Bank, Capital One Bank, MBIA Class and Bank of America
- b. Summer Monthly Meeting(s) – July 1, 2014 @ 7:30 AM, July 22, 2014 @ 7:30 AM, August 12, 2014 @ 7:30 AM and August 26, 2014 @ 7:30 AM. Regularly Scheduled Monthly Meeting(s) - September 2014 - June 2015 (2<sup>nd</sup> Tuesday of the month at 7:30 AM; 4<sup>th</sup> Tuesday of the month at 6:30 PM, unless otherwise noted on school calendar and/or website).
- c. Educational Official to receive court notification regarding a student's sentence/adjudication in certain criminal cases and juvenile delinquency proceedings – Eleanor Tritt
- d. Official Newspaper - East Hampton Star

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, the following **AUTHORIZATIONS** were approved for the period July 1, 2014 through June 30, 2015: **APPROVED**

- a. Clerk of the Board to sign all contracts & informational forms.
- b. Mileage Reimbursement – \$.56 per mile for the period July 1 – December 31, 2014; January 1 – June 30, 2015 amount to be determined by IRS. All reimbursements requests in excess of 50 miles round trip must have web-based mileage verification (i.e. Mapquest, Google, and Yahoo)
- c. Substitute Teacher rate of pay - \$150.00 per day for certified teachers (NYS and outside of NYS), and non-certificated \$125.00 per day. Nurses rate of pay - \$150.00 per day, unless contracted through an agency.
- d. Superintendent of Schools to authorize attendance at conferences, conventions and workshops for which funds have been budgeted with expenses to be paid by the District in accordance with provisions of Chapter 359 of the Laws of 1956.
- e. Delegating to the Superintendent of Schools the responsibility for certification of payrolls.



- f. Authorization of the Superintendent of Schools and Principal to suspend pupils from classes for cause pending further details by the Board of Education.
- g. Authorization of the Treasurer, with the approval of the Superintendent of Schools, to invest available school monies in special time deposit accounts, or certificates of deposits issued by banks and trust companies authorized to do business in New York State.
- h. Authorization for the Treasurer, with the approval of the Superintendent of Schools, to transfer unexpended and unencumbered monies from one account of the General Fund to another, if necessary, when permissible.
- i. Delegating the Superintendent of Schools to act as District Representative for and to sign all applications in conjunction with projects of the Education Consolidation and Improvement Act.
- j. Authorization of Superintendent to direct the Treasurer to issue hand-drawn checks when needed.
- k. TAX ANTICIPATION NOTE RESOLUTION OF AMAGANSETT UNION FREE SCHOOL DISTRICT, NEW YORK, ADOPTED JULY 1, 2014, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$750,000 TAX ANTICIPATION NOTES IN ANTICIPATION OF THE RECEIPT OF TAXES TO BE LEVIED FOR THE FISCAL YEAR ENDING JUNE 30, 2015  
RESOLVED BY THE BOARD OF EDUCATION OF AMAGANSETT UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, AS FOLLOWS:

**Section 1.** Tax Anticipation Notes (herein called "Notes") of Amagansett Union Free School District, in the County of Suffolk, New York (herein called "District"), in the principal amount of not to exceed \$750,000, and any notes in renewal thereof, are hereby authorized to be issued pursuant to the provisions of Sections 24.00 and 39.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called "Law").

**Section 2.** The following additional matters are hereby determined and declared:

- (a) The Notes shall be issued in anticipation of the collection of real estate taxes to be levied for school purposes for the fiscal year commencing July 1, 2014, and ending June 30, 2015, and the proceeds of the Notes shall be used only for the purposes for which said taxes are levied.
- (b) The Notes shall mature within the period of one year from the date of their issuance.
- (c) The Notes are not issued in renewal of other notes.
- (d) The total amount of such taxes remains uncollected at the date of adoption of this resolution.

**Section 3.** The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the District, and the faith and credit of the District are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the District and a tax sufficient to provide for the payment thereof shall be levied and collected.

**Section 4.** Subject to the provisions of this resolution and the Law, and pursuant to Sections 50.00, 56.00, 60.00 and 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, or any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the President of the Board of Education, the chief fiscal officer of the District.

**Section 5.** The Notes shall be executed in the name of the District by the manual signature of the President of the Board of Education, the Vice President of the Board of Education, the District Treasurer, the District Clerk, or such other officer of the District as shall be designated by the chief fiscal officer of the District, and shall have the corporate seal of the District impressed or imprinted thereon which corporate seal may be attested by the manual signature of the District Clerk.

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 5-0, the following were readopted for the period July 1, 2014 through June 30, 2015:

**POLICIES & CODE  
OF ETHICS**

**RE-ADOPTED**

- a. Re-adopt all Board Policies and Regulations
- b. Re-adopt Code of Conduct

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 5-0, the meeting was adjourned at 7:38 AM.

**MEETING  
ADJOURNED**

Upon motion of Mary Lownes, seconded by Patrick R. Bistrrian and carried 5-0,  
BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby approves the attached Financial Report for the period July 1, 2013 through June 30, 2014, and authorizes the District Clerk to publish said statement in the East Hampton Star.

**RESOLUTION #60  
FINANCIAL  
STATEMENT  
APPROVED**

Upon motion of Mary Lownes, seconded by Patrick Bistrrian III and carried 5-0,  
BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt the Amagansett School Board hereby authorizes the President of the Board to execute a 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.

**RESOLUTION #61  
MATH  
CONSULTANT  
APPROVED**

Upon motion of Patrick R. Bistrrian, seconded by Mary Lownes and carried 5-0,  
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby approves the following stipend for the 2014/2015 school year:

**RESOLUTION #62  
STIPEND LIST  
UPDATED**

<b>Employee</b>	<b>Position</b>	<b>Stipend</b>
Liz Paris	Art Class (Grades 4-6)	\$52.00/hour
Kammy Ball	Art Class Assistant (as needed)	\$52.00/hour
Austin Keyes	Art Class Assistant (as needed)	\$52.00/hour

As per the ATA contract the tutorial rate is \$52.00 per hour and the non-tutorial rate is \$37.00 per hour.

Kathy Byrnes, representing Windmill Housing Development Fund Co., Inc. asked the school board for support for the East Hampton Town Housing project in Wainscott.

**E. HAMPTON  
TOWN  
HOUSING**

Upon motion of Mary Lownes, seconded by Patrick Bistrrian III, the board went into executive session at 7:45 AM to discuss a personnel item and legal item.

**EXECUTIVE  
SESSION**

The board returned to public session at 8:35 AM.

**RETURN TO  
PUBLIC SESSION**

Upon motion of Mary Lownes, seconded by Patrick Bistrrian III, the meeting was adjourned at 8:36 AM.

**MEETING  
ADJOURNED**

**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.

**AFFIRMATION**

Dated: November 18, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District Clerk

**RESOLUTION #63  
2014/2015 School Year**

December 9, 2014

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_ and carried \_\_\_\_\_,  
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School board  
hereby adopts the following policies/regulations/forms:

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

Dated: December 9, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District Clerk

Published

**RESOLUTION #64**  
**2014/2015 School Year**

December 9, 2014

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_ and carried \_\_\_\_\_,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby deems the attached list of equipment as "surplus".

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	6/28/2007	728.96	401	10755

PUBLISHED

	745				
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	6/28/2007	728.96	440	10755

	745				
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-RW, 3"
20925	263	Tech Office	Sony Handycam DCR DVD405 - camcorder - 3" DVD-R, 3" DVD-RW, 3"

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)

Dated: December 9, 2014

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Cheryl E. Bloecker, District

**RESOLUTION #65  
2014/2015 School Year**

December 9, 2014

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_ and carried \_\_\_\_\_,  
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.

Dated: December 9, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District

Published

Books to be removed from the Library Collection

Title	Author	Date	ISBN	replacement Reason	Action suggested	Pub. Date
Carolina's Courage	Yates	9/1/2014	LC # 6410697	\$2.92 Age, damaged, never ci	discard or donate	1964
Help! Yelled Maxwell	Stevenson	Sep-14	688841333	\$0.99 age, never circ	discard or donate	1978
The Bear and the Peopl	Zimnik	Sep-14	60268174	\$3.95 age, never circ	discard or donate	1956
Shendoah Noah	Aylesworth	Sep-14	30037492	\$11.95 age, never circ	discard or donate	1985
Keep Your Mouth Close	Aliki	Sep-14	LC# 6619310	\$12.95 Age, damaged, never ci	discard or donate	1967
All of a Kind Family	Taylor	14-Sep	440400597	\$2.50 Damaged	discard or donate	1985
Did I ever tell you how	Seuss	14-Sep	394827198	\$14.99 damaged	discard or donate	1975
A White Heron	Jewett	14-Oct	lc # 6312651	\$4.50 age/damaged	discard or donate	1963
Like Jake and Me	Jukes	Oct-14	394856082	\$6.29 age, not circ	donate	1984
Lucky Bear	Phillips	Oct-14	7980887987	\$2.95 age/not circ.	donate	1986
The teeny Tiny woman	O'Connor	Oct-14	7980888320	\$3.50 age/damaged	donate	1986
Sea Challenge	Engle	Oct-14	LC 6210582	\$2.89 age/damaged	discard or donate	1962
The Barrel	Wier	Oct-14	6610732	\$3.25 age/not circ.	discard or donate	1968
Supreme, superb, exalt	Kotzwinkle	Oct-14	374373035	\$5.74 damaged	donate	1973
Georgie	Bright	Oct-14	978-1890008130	\$8.66 damaged	discard or donate	1944
Volcanoes	Simon	Oct-14	874064333	\$6.29 damaged	discard	1988
Gregor the Overlander	Collins	Oct-14	439435366	\$16.95 damaged/chapter miss	discard and replac	2003
Harry Potter and theCh	Rowing	Oct-14	439064864	\$17.95 damaged	discard/replace	1999
Exploring the 50 states	Anderson	Oct-14	874061148	\$2.47 damaged/dated	discard/replace	1983
Losing Uncle Tim	Friedman	Oct-14	807547565	\$1.00 age	discard	1989
Chanticleer and the Fo	Cooney	14-Oct	690185618	\$11.89 damaged--ink	discard	1985
Aguk of Alaska	Webb	Oct-14	6315342	\$3.95 age/not circulated	discard/donate	1963
Cricter	Ungerer	Oct-14	585288	\$14.21 age/damaged	discard/replace	1958
William where are you	Gerstain	Oct-04	517556448	\$7.95 damaged	discard	1985
Book of Horses	Balch	Oct-14	590014579	\$1.30 damaged,	discard	1966
Where is it?	Hoban	Oct-14	27440702	n/a or .01 age/not circ	discard/donate	1974
The Magic Convention	Hochman	Oct-14	75118967	\$5.00 age/not circ	donate	1971
The travels of Babar	De Brunhoff	Oct-14	394805763	\$13.20 age, damaged	discard, relace	1961
The story of Babar	De Brunhoff	Oct-14	63-5119	\$13.20 age, damaged, dupli.	discard	1961
Babar's Little Girl	De Brunhoff	Oct-14	394886895	\$13.94 not circ./damaged	discard	1987
Babar's Picnic	De Brunhoff	Oct-14	394905822	app. \$13.00 damaged	discard	1949
Babr Visits Another Pla	De Brunhoff	Oct-14	394824296	\$13.94 damaged	discard	1972

What makes day and night



Books to be removed from the Library Collection

What Makes Day and N Branley	Oct-14	LC 608258	\$13.62	discarded/age/	discarded	1961
Emerald Enjoyed the N Thayer	Oct-14	LC 6412523	\$14.21	discarded	discarded	1961
Roadrunner John	Oct-14	525384855	\$15.63	age/not circ	discarded	1980
Emmer Otter's Jug Bam Hoban	Oct-14	819304042	\$7.75	age/damaged	discarded	1971
Georgie and the Magici Bright	Oct-14	LC 6610822	\$5.00	age/damaged	discarded	1966
Let's Go to the Suprem Rosenfield	Oct-14	LC 5911448	\$20.00	age/not circ	discarded	1960
Let's Go See Congress ε Polking	Oct-14	LC 6614337	\$1.00	age/not circ	discarded	1966
Let's Go to the U.S. Mir Rosenfield	Oct-14	LC 6012533	\$5.00	age/not circ	discarded	1960
Harvest Feast Harper	Oct-14		\$15.00	age/hot circ	discarded	1946
White Stallion Isadora	Oct. 2014	2688012108	\$10.39	discarded	discarded	1982
Mother Goose treasury Greenaway	Oct. 2014	N/A	\$2.59	discarded	discarded	n/a
Just enough is Plenty Goldin	Oct-14	5148800395	\$6.99	discarded	discarded	1990
Jungle Animals Ganeri	Oct. 2014	9.78184E+12	\$0.01	discarded	discarded	2000

**RESOLUTION #66  
2014/2015 School Year**

December 9, 2014

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_ and carried \_\_\_\_\_,

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:

Kyle McCann C  
Teresa Pacor RN

Dated: December 9, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District Clerk

Published

**RESOLUTION #67  
2014/2015 School Year**

December 9, 2014

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 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.

Dated: October 28, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District Clerk

Published

## SERVICE AGREEMENT

THIS AGREEMENT made this 9<sup>TH</sup> day of December, 2014 by and between BOARD OF EDUCATION, AMAGANSETT UNION FREE SCHOOL DISTRICT (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the first part, having its principal place of business located at 320 Main Street, (Mailing/Billing is PO Box 7062), Amagansett, New York 11930 and Debra Winter (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the second part, having its principal place of business for the purposes of this Agreement POB 1270 Quogue, NY 11959

### WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract with independent contractors for the educationally related services, and

WHEREAS, SERVICE PROVIDER is in the business of providing educationally related services,

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for the period December 9, 2014 – June 30, 2015 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES:** SERVICE PROVIDER shall provide the Director of Pupil Personnel Services with an audit of policies and procedures for providing services for students with disabilities and make recommendations for improvement and compliance.
3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by SERVICE PROVIDER to SCHOOL DISTRICT for the term of this Agreement, SCHOOL DISTRICT agrees to pay SERVICE PROVIDER the sum of \$150.00 per hour.
4. **INVOICE DUE ON MONTHLY BASIS:** SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from SERVICE PROVIDER. The invoice shall include time sheets and attendance, types of services rendered and fees payable and, if required by SCHOOL DISTRICT, shall identify the names of the students who received services. SCHOOL DISTRICT shall give SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of SCHOOL DISTRICT'S rights or prevent SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.
5. **INDEPENDENT CONTRACTOR:** All employees of SERVICE PROVIDER shall be deemed employees of SERVICE PROVIDER for all purposes and SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of SCHOOL DISTRICT'S workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, SERVICE PROVIDER, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by SCHOOL DISTRICT. SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to,

unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. SERVICE PROVIDER shall not be entitled to assert any claim entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

6. **EXPENSES OF SERVICE PROVIDER:** SERVICE PROVIDER shall be responsible for all costs and expenses incurred by SERVICE PROVIDER that are incident to the performance of services for SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against SERVICE PROVIDER and all other of SERVICE PROVIDER'S costs of doing business. SCHOOL DISTRICT shall not be responsible for any expenses incurred by SERVICE PROVIDER in performing services for SCHOOL DISTRICT.
7. **INCOME TAX DESIGNATION AND INDEMNIFICATION:** SCHOOL DISTRICT shall not withhold from sums payable to SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. SERVICE PROVIDER agrees that any tax obligation of SERVICE PROVIDER arising from the payments made under this Agreement will be SERVICE PROVIDER'S sole responsibility. SERVICE PROVIDER will indemnify SCHOOL DISTRICT for any tax liability, interest, and/or penalties imposed upon SCHOOL DISTRICT by any taxing authority based upon SCHOOL DISTRICT'S failure to withhold any amount from the payments for tax purposes.
8. **SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORD:** SCHOOL DISTRICT shall have the right to examine any and all accounting records as they pertain to the services provided pursuant to this Agreement.
9. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
10. **SCHOOL GROUNDS & RULES:** It is understood and agreed that while on school grounds, SERVICE PROVIDER, its employees and/or agents shall obey all SCHOOL DISTRICT rules and regulations and must follow all reasonable directives of SCHOOL DISTRICT'S administrators and employees.
11. **TERMINATION NOTICE:**
  - a. This Agreement may be terminated by either party upon seven (7) days' written notice to the other party. In the event of such termination, the parties will adjust the accounts due and payable to SERVICE PROVIDER for services rendered. SERVICE PROVIDER will not incur any additional expenses upon receipt of SCHOOL DISTRICT'S notification that SERVICE PROVIDER'S services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to SCHOOL DISTRICT must be completed by SERVICE PROVIDER within thirty (30) days of the termination date.
  - b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by SERVICE PROVIDER, upon three (3) days' written notice from the SCHOOL DISTRICT to SERVICE PROVIDER.
12. **CONFIDENTIALITY:** SERVICE PROVIDER, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. SERVICE PROVIDER, its 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. SERVICE PROVIDER further agrees that any information received by SERVICE PROVIDER, its employees, and/or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of SCHOOL DISTRICT, its employees, agents, clients, and/or students will be treated by SERVICE PROVIDER, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

13. **HIPAA:** Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
14. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
15. **NOTICES:** Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:
- Service Provider:** Ms. Debra Winter  
POB 1270  
Quogue, NY 11959-1270  
[Dwinter23@optonline.net](mailto:Dwinter23@optonline.net)
- The District:** Mrs. Maria Dorr, Director of Pupil Personnel Services  
Amagansett Union Free School District  
PO Box 7062  
Amagansett, NY 11930-7062  
[mdorr@aufsd.org](mailto:mdorr@aufsd.org)
16. **ASSIGNMENT OF AGREEMENT:** SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
17. **SEVERABILITY:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
18. **NO PRIOR AGREEMENTS:** This Agreement constitutes the full and complete Agreement between SCHOOL DISTRICT and SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.
19. **AGREEMENT CONSTRUCTION:** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
20. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.

21. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
22. **NONWAIVER:** No action or failure to act by SERVICE PROVIDER or SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
23. **AUTHORIZATION TO ENTER AGREEMENT:** The undersigned representative of SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of SERVICE PROVIDER and bind SERVICE PROVIDER with respect to the obligations enforceable against SERVICE PROVIDER in accordance with its terms.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
PRESIDENT OR DISTRICT CLERK  
BOARD OF EDUCATION  
AMAGANSETT U.F.S.D.  
POB 7062  
AMAGANSETT, NY 11930-7062

Date: 12/4/14

By: Debra Winter  
DEBRA WINTER, CONSULTANT

**RESOLUTION #68  
2014/2015 School Year**

December 9, 2014

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_ and carried \_\_\_\_\_,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amegansett School hereby authorizes the Board President or District Clerk to sign the revised agreements with Cullen & Danowski, LLP as per attached.

Dated: December 9, 2014

\_\_\_\_\_  
Cheryl E. Bloecker, District Clerk

Published



**CULLEN & DANOWSKI, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA  
(1950 - 2013)

JAMES E. DANOWSKI, CPA  
PETER F. RODRIGUEZ, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA

December 3, 2014

Board of Education  
Amagansett Union Free School District  
320 Main Street  
Amagansett, New York 11930

Dear Members of the Board:

This letter is an addendum to our June 7, 2014 engagement letter for compilation and accounting services for the fiscal year ending June 30, 2015, a copy of which is enclosed.

Any additional professional services which the District may request us to perform that are not part of the scope of services enumerated in the June 7, 2014 engagement letter will be billed at our government hourly rates by experience level, as follows:

	Government Hourly Rates
Partner	\$ 200
Director	165
Manager	165
Senior Accountant	135
Staff Accountant	115

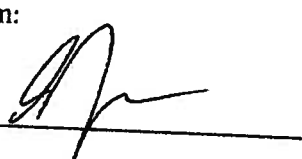
These rates shall be in effect through December 31, 2015.

This letter does not affect the other terms and conditions of the June 7, 2014 engagement letter.

If you agree with the terms as described in this letter, please sign the enclosed copy and return it to us. Please let us know if you have any questions.

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:



Partner

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1650 ROUTE 112, PORT JEFFERSON STATION, NEW YORK 11776-3060  
PHONE: 631-473-3400 • FAX: 631-473-4863 • WWW.CDLLP.NET

**Amagansett Union Free School District**  
**For the Year Ending June 30, 2015**

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**RESPONSE**

This letter correctly sets forth the understanding of the Amagansett Union Free School District.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CULLEN & DANOWSKI, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

VINCENT D. CULLEN, CPA  
(1950 - 2010)

JAMES E. DANOWSKI, CPA  
PETER E. RODRIGUEZ, CPA  
JILL S. SANDERS, CPA  
DONALD J. HOFFMANN, CPA  
CHRISTOPHER V. REINO, CPA  
ALAN YU, CPA

June 7, 2014

Board of Education  
Amagansett Union Free School District  
320 Main Street  
Amagansett, New York 11930

Dear Members of the Board:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide the Amagansett Union Free School District (District) for the year ending June 30, 2015.

We will perform the following services:

- We will compile, from information you provide, the District's annual financial statements in accordance with generally accepted accounting principles. These financial statements will include the following:

**Management's Discussion and Analysis (MD&A)**

**Basic Financial Statements:**

- Statement of Net Position
- Statement of Activities
- Balance Sheet - Governmental Funds
- Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets
- Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds
- Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
- Statement of Fiduciary Net Position - Fiduciary Funds
- Statement of Changes in Fiduciary Net Position - Fiduciary Funds
- Notes to Financial Statements

**Amagansett Union Free School District**  
For the Year Ending June 30, 2015

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**Required Supplementary Information other than MD&A:**

- Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund
- Schedule of Funding Progress – Other Postemployment Benefits
- Schedule of Proportionate Share of the Net Pension Liability
- Schedule of Contributions to Pension Plans

**Other Supplementary Information:**

- Schedules of Change from Adopted Budget to Final Budget and Section 1318 of Real Property Tax Law Limit Calculation
- Schedule of Project Expenditures – Capital Projects Fund
- Net Investment in Capital Assets

The objective of a compilation is to assist you in presenting financial information in the form of financial statements. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America.

You are responsible for:

- The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- Designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.
- Preventing and detecting fraud.
- Identifying and ensuring that the District complies with the laws and regulations applicable to its activities.
- Making all financial records and related information available to us and for the accuracy and completeness of that information.

We will conduct our compilation in accordance with *Statements on Standards for Accounting and Review Services* issued by the American Institute of Certified Public Accountants.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, canceled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial statements being compiled.

**Amagansett Union Free School District**  
For the Year Ending June 30, 2015

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Material departures from generally accepted accounting principles in the United States of America (GAAP) may exist and the effects of those departures, if any, on the financial statements may not be disclosed. In addition, substantially all disclosures required by GAAP may be omitted. Notwithstanding these limitations, you represent that you have knowledge about the nature of the procedures applied and the basis of accounting and assumptions used in the preparation of the financial statements that allows you to place the financial information contained in the statements in the proper context. Further, you represent and agree that the use of the financial statements will be limited to members of management with similar knowledge.

These financial statements will not be accompanied by a report and you represent and agree that they are intended solely for your information and use and are not intended to be used by third parties. You also represent and agree that you will not distribute the statements to such third parties.

As part of our engagement, we will also provide the District with various accounting services throughout the year. Specifically we will:

- Review the District's books and records throughout the year. This review will ensure that the books are maintained on a timely basis. The review will include comparison of actual results of operation to budget and the comparison of account balances to independent sources.
- Included in the above review will be the reconciliation of the District's books and records to all bank accounts for proper account balances and to identify reconciling items that may require adjustments to the books and records.
- Recommend adjusting journal entries throughout the year as deemed appropriate.
- Prepare monthly financial reports that are to be submitted to the Board.
- Assist in the preparation of the annual budget.
- Assist in the projection of year-end account balances.
- Maintain a detailed analysis of the Capital Projects Fund by project.
- Prepare and file the annual financial report for the New York State Office of the State Comptroller.
- Communicate and meet with the Superintendent, Board, and Administration regarding financial matters as required.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

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For the Year Ending June 30, 2015

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The other data accompanying the financial statements is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information will be compiled from information that is the representation of management. We will not audit or review the supplementary information and, accordingly, we will not express an opinion or provide any assurance on such data.

We are not independent with respect to the Amagansett Union Free School District.

You are responsible for assuming all management responsibilities, and for overseeing any bookkeeping services or other services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

The firm shall respond to the reasonable inquiries of auditors to review working papers to matters of continuing accounting significance.

The firm shall provide Worker's Compensation, automobile, commercial general liability, and professional liability (errors and omissions) insurance in the following amounts: The firm shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, worker's compensation in the amounts required by law, and commercial general liability insurance (including owned, non-owned, and hired motor vehicles) in the amount of no less than \$1,000,000 per occurrence, with a general total limit of \$2,000,000. All policies shall be in a form, with a deductible, and with a carrier reasonably acceptable to the District. Promptly upon signing this agreement, and thereafter as necessary or requested the firm shall provide the District with proof of the required insurance coverages. Simultaneously with the execution of this agreement, the firm shall deliver insurance policies and certificates to the District which will provide at least a thirty (30) day notice of cancellation or amendment.

The District may terminate this agreement for any reason upon seven (7) days' notice to the firm.

Alan Yu, CPA, is the engagement partner and is responsible for supervising the engagement.

We estimate that our fees for these services to be performed for the year ending June 30, 2015 will be as follows:

12 @ \$2,500	\$ 30,000
July 31, 2015	7,500
Upon completion of the annual audit by the outside audit firm	<u>9,500</u>
	<u>\$ 47,000</u>

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur any additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee, which will be based on our government hourly rates by experience level. We also may issue a separate

**Amagansett Union Free School District**  
For the Year Ending June 30, 2015

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engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Cullen & Danowski, LLP  
For the Firm:

  
\_\_\_\_\_  
Partner

**RESPONSE**

This letter correctly sets forth the understanding of the Amagansett Union Free School District.

By:

Title:

Date:

Cheryl E. Blacker  
District Clerk  
July 1, 2014