

AMAGANSETT SCHOOL
Amagansett, New York
Regular Board of Education Meeting
Tuesday, October 28, 2014
6:30 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Community Input**
4. **Thanks to...** the Amagansett PTA for the wonderful hot lunch; **Congratulations to...** Amagansett Fire Department "Fire Prevention Bumper Sticker" Winners:

Noelly Feliciano (K)
Tommy Brunn (1st)
Liam Cashin (2nd)
Kaya Law (3rd)
Melody Barrett (4th)
Zola Crandall (5th)
Ben Gutterman (6th)

A Special Thanks to the Amagansett School Board

5. **Consent Agenda**
 - Minutes (October 14, 2014)
 - Treasurer reports (August 2014 Revised & September 2014)
 - Claims audit report (September 2014)
 - Corrective action plan (September 2014)
 - Warrants (October 1, 2014)
 - IEP (Student #102030144)
6. **Superintendent's Comments**
 - Education topics in the News
 - Newsday: "Regents to Push Ahead With Change in Regents Exam Requirements"
 - Politico.com: "The Plot Against Public Education"
 - Education Week: "Ed-Tech Industry Weighs Impact of New Data-Privacy Laws"
 - New York Times: "The Building Blocks of a Good Pre-K"
 - Thomas Fordham Institute: "Leveled Reading: The Making of a Literacy Myth"
 - New York Times: "Hard Lesson in Sleep for Teenagers"
 - EngageNY: "Ensuring Equal Educational Opportunities for English Language Learners"
 - Affordable Care Act overview
 - November meeting date(s)
 - Enrollment update

7. Committee Reports

8. Old Business

9. New Business

Resolution #50: Recommended: BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby approves the attached Corrective Action Plan as written. BE IT FURTHER RESOLVED, that the District Clerk is authorized to send the aforementioned Corrective Action Plan to the New York State Comptroller as prescribed by law.

Resolution #51: Recommended: WHEREAS, the Patient Protection and Affordable Care Act requires the Amagansett Union Free School District to determine full-time status of ongoing employees in order to establish eligibility for health insurance coverage; and

WHEREAS, eligibility must be determined prior to the start of the health plan year in 2015 and each year thereafter; and

WHEREAS, the regulations under the Patient Protection and Affordable Care Act allow for look-back measurement periods to be used for ongoing employees to determine whether an employee is a full-time employee; and

WHEREAS, the Amagansett Union Free School District desires to establish a look-back standard measurement period, administrative period and stability period for its ongoing employees; and

WHEREAS, the Amagansett Union Free School District provides a health plan and is a participating municipality under the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the Amagansett Union Free School District's health plan year is a calendar year which runs from January 1st to December 31st; and

NOW THEREFORE, BE IT RESOLVED, that the standard measurement period for ongoing employees shall be a period of 12 consecutive months to be measured from November 1st to October 31st the following year, beginning with November 1, 2013 and continuing each year thereafter; and

BE IT FURTHER RESOLVED, that the administrative period for ongoing employees shall be a period of 61 days to begin immediately after the standard measurement period on November 1st and continue until December 31st; and

BE IT FURTHER RESOLVED, that the stability period for ongoing employees, determined to have averaged at least 30 hours of service per week (130 hours of service per calendar month) during the standard measurement period, shall be a period of 12 consecutive calendar months to begin immediately after the administrative period on January 1st and to continue until December 31st, beginning with January 1, 2015 and continuing each year thereafter; and

BE IT FURTHER RESOLVED, that the stability period for ongoing employees, determined not to have averaged 30 hours of service or more per week (130 hours of service or more per calendar month) during the standard measurement period, shall be a period of 12 consecutive calendar months to begin immediately after the administrative period on January 1st and continue until December 31st, beginning with January 1, 2015 and continuing each year thereafter; and

BE IT FURTHER RESOLVED, that notwithstanding the foregoing, the Amagansett Union Free School District reserves the right to elect to provide insurance coverage to otherwise eligible employees who are not currently provided insurance coverage or to elect not to provide insurance coverage to otherwise eligible employees.

Resolution #52: Recommended: WHEREAS, the Patient Protection and Affordable Care Act requires the Amagansett Union Free District to determine full-time status of new variable hour/new part-time/new seasonal employees in order to establish eligibility for health insurance coverage; and

WHEREAS, the regulations under the Patient Protection and Affordable Care Act allow for look-back measurement periods to be used for [new variable hour/new part-time/new seasonal] employees to determine whether an employee is a full-time employee; and

WHEREAS, the Amagansett Union Free District desires to establish a look-back initial measurement period, administrative period and stability period for its [new variable hour/new part-time/new seasonal] employees; and

WHEREAS, the Amagansett Union Free District provides a health plan and is a participating municipality under the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the Amagansett Union Free District's health plan year is a calendar year which runs from January 1st to December 31st; and

NOW THEREFORE, BE IT RESOLVED, that the initial measurement period for [new variable hour/new part-time/new seasonal] employees shall be a period of 12 consecutive calendar months which shall begin the first day of the first calendar month following the employee's start date; and

BE IT FURTHER RESOLVED, that the administrative period for [new variable hour/new part-time/new seasonal] employees shall be a period which shall begin at the end of the initial measurement period and shall continue through the end of the first full calendar month beginning on or after the end of the initial measurement period; and

BE IT FURTHER RESOLVED, that the stability period for [new variable hour/new part-time/new seasonal] employees, determined to have averaged at least 30 hours of service per week (130 hours of service a calendar month) during the initial measurement period, shall be a period of 12 consecutive calendar months to begin immediately after the administrative period; and

BE IT FURTHER RESOLVED, that the stability period for [new variable hour/new part-time/new seasonal] employees, determined not to have averaged 30 hours of service or more per week (130 hours of service or more per calendar month) during the initial measurement period, shall be a period of 12 consecutive calendar months to begin immediately after the administrative period; and

BE IT FURTHER RESOLVED, that notwithstanding the foregoing, the Amagansett Union Free School District reserves the right to elect to provide insurance coverage to otherwise eligible employees who are not currently provided insurance coverage or to elect not to provide insurance coverage to otherwise eligible employees.

Resolution #53: Recommended: BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby grants permission to the East Hampton Town Recreation Department to use the Amagansett School gymnasium for Youth Basketball on Saturdays commencing December 6, 2014 and terminating on or before March 7, 2015.

BE IT FURTHER RESOLVED that this permission is contingent on the fact that Amagansett School students in grades K-6 are eligible to participate and are participating in said program.

Resolution #54: 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 MARGARET A. FLOOD for Speech Language Pathologist services for the period retroactively to October 1, 2014 through on before June 30, 2015, as per attached agreement.

Resolution #55: 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 Long Island Developmental Consulting, Inc. for district behavior intervention services, autism services and related services for the period retroactively to October 1, 2014 through on or June 30, 2015.

Resolution #56: Recommended: BE IT RESOLVED, that the Amagansett School Board hereby authorizes the Superintendent of Schools to execute the attached employment agreement with COLLEEN THORNE-FERONE for per diem School Psychologist services on an as-needed basis for the 2014/2015 school year, as per attached.

Resolution #57: Recommended: BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby updates the S.A.V.E. (Schools Against Violence Education) Safety Committee effective immediately as follows:

Eleanor Tritt, Administration
Brigit DiPrimo, Administration
Maria Dorr, Administration
Mary Lownes, Board Member
Lieutenant A.J. McGuire, Law Enforcement
Officer Kim Notel, Law Enforcement
Janine Balnis, CPSE Co-Chairperson and School Social Worker
Kerry Griffiths, Buildings and Grounds/School Safety and Local Ambulance
Mike Rodgers, Coach and Bus Driver
Ashley Blackburn, Teacher and SDM Member
Kelly White, Teacher
Cheryl E. Bloecker, Support Staff and SDM Member
Tina Quarty, Support Staff
Cassie Butts, Support Staff
Sandy Nuzzi, Support Staff
Jen Miller, Network Systems Administrator
Mary Jo Bennett, Health and Crisis Intervention Team
Reverend Steven Howarth, Clergy and Local Ambulance
Htun Han, School Community Member and Local Ambulance
Stacey Bistran, Parent and SDM Member
Bruce Bates, East Hampton Town Emergency Preparedness

WHEREAS, this committee's purpose continues to be to develop and recommend revisions to the already established Safety Plan to the Board of Education including such items as:

- policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school;
- policies and procedures for responding to acts of violence by students, teachers, other school personnel as well as visitors to the school, including consideration of zero-tolerance policies for school violence;
- appropriate prevention and intervention strategies such as
 - non-violent conflict resolution training programs; and
 - peer mediation programs
- policies and procedures for annual school safety training for staff and students

10. Community Input

11. Executive Session

- Student matter

12. Return to Public Session

13. Adjournment

MINUTES OF REGULAR MEETING HELD ON TUESDAY, OCTOBER 14, 2014

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

Others present: Superintendent Tritt, DPS Dorr, Tom Lamorgese, Clerk Bloecker, Treasurer Ecker and Christopher Walsh

President Handy called the meeting to order at 7:45 AM

**MEETING CALLED
TO ORDER**

Pledge of allegiance.

**PLEDGE OF
ALLEGIANCE**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, the minutes of the regular meeting held on September 23, 2014 were approved and the IEP for Student # 082400005 was approved.

**CONSENT
AGENDA
APPROVED**

Superintendent commented on the following:

- Education topics in the News
 - OnBoard Online: "Piggybacking Could Be Next Big Thing in School District Purchasing"
 - Washington Post: "Common Core Calls for Kids to Read Books That 'Frustrate' Them. Is That a God Idea?"
- Enrollment update

**SUPT
COMMENTS**

Mary Lownes reports that beginning in the 2015/2015 school that EHHS transcripts will not include grades or test scores.

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board does hereby accept the independent audit report and management letter for the 2013/2014 school year as prepared by independent auditors, Markowitz, Fenelon & Bank, LLP.

**RESOLUTION #44
INDEPENDENT
AUDITOR'S
REPORT
ACCEPTED**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, BE IT RESOLVED, that the Amagansett School Board hereby authorizes the Superintendent of Schools to sign an agreement with J.C. Broderick & Associates, Inc. for the preparation of a SEQRA Review for the original schoolhouse, as per attached.

**RESOLUTION #45
SEQRA
CONTRACT
APPROVED**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, BE IT RESOLVED that the Amagansett School Board hereby authorizes the Superintendent of Schools to contract with R.J. Rossiter Consulting Group for Affordable Care Act Consulting and Alternative Health Plan Development for the period January 1, 2015 through June 30, 2015, as per attached proposal.

**RESOLUTION #46
AFFORDABLE
CARE ACT
CONTRACT
APPROVED**

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 5-0, BE IT RESOLVED, that the upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints SHARON BUCKLER to the part-time Civil Service position of School Bus Driver.

**RESOLUTION #47
S. BUCKLER
APPT.
PART-TIME
BUS DRIVER**

BE IT FURTHER RESOLVED, that MS. BUCKLER will work four (4) hours per day for the 2014/2015 school year at the rate of \$24.00 per hour. This appointment is retroactive to October 1, 2014.

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, 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: Debra Murray C

**RESOLUTION #48
SUBSTITUTE LIST
UPDATED**

Upon motion of Patrick R. Bistran, seconded by Mary Lownes and carried 5-0,
WHEREIN, under the provisions of the Education Law, the School District in which a nonpublic school is located is required to furnish special education services for pupils attending those schools, and

**RESOLUTION #49
WAINSCOTT CSD
CONTRACT FOR
SPECIAL ED
SERVICES
APPROVED**

WHEREIN, under the same law, the district whose children attend such schools are required to pay the costs,

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby authorizes the Superintendent of to sign a contract with the Wainscott Common School District for special education services for students attending the Ross School (Upper) during the 2014/2015 school year, as per attached contract.

A warm congratulations to long-time Amagansett School and community supporter Htun Han on his 30 years of business in Amagansett. Mr. Han is a former Amagansett parent and our resident scientist for our annual science fairs. We wish him another 30 years of success!

**CONGRATS TO
HTUN HAN**

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, the meeting was adjourned at 7:56 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: October 14, 2014

Cheryl E. Bloecker, District Clerk

**RESOLUTION #50
2014/2015 School Year**

October 28, 2014

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

BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby approves the attached Corrective Action Plan as written.

BE IT FURTHER RESOLVED, that the District Clerk is authorized to send the aforementioned Corrective Action Plan to the New York State Comptroller as prescribed by law.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk
Amagansett Union Free School District
POB 7062
Amagansett, NY 11930-7062

Published

**RESOLUTION #51
2014/2015 School Year**

October 28, 2014

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

WHEREAS, the Patient Protection and Affordable Care Act requires the Amagansett Union Free School District to determine full-time status of ongoing employees in order to establish eligibility for health insurance coverage; and

WHEREAS, eligibility must be determined prior to the start of the health plan year in 2015 and each year thereafter; and

WHEREAS, the regulations under the Patient Protection and Affordable Care Act allow for look-back measurement periods to be used for ongoing employees to determine whether an employee is a full-time employee; and

WHEREAS, the Amagansett Union Free School District desires to establish a look-back standard measurement period, administrative period and stability period for its ongoing employees; and

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BE IT FURTHER RESOLVED, that notwithstanding the foregoing, the Amagansett Union Free School District reserves the right to elect to provide insurance coverage to otherwise eligible employees who are not currently provided insurance coverage or to elect not to provide insurance coverage to otherwise eligible employees.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

**RESOLUTION #52
2014/2015 School Year**

October 28, 2014

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

WHEREAS, the Patient Protection and Affordable Care Act requires the Amagansett Union Free District to determine full-time status of new variable hour/new part-time/new seasonal employees in order to establish eligibility for health insurance coverage; and

WHEREAS, the regulations under the Patient Protection and Affordable Care Act allow for look-back measurement periods to be used for [new variable hour/new part-time/new seasonal] employees to determine whether an employee is a full-time employee; and

WHEREAS, the Amagansett Union Free District desires to establish a look-back initial measurement period, administrative period and stability period for its [new variable hour/new part-time/new seasonal] employees; and

WHEREAS, the Amagansett Union Free District provides a health plan and is a participating municipality under the New York State Health Insurance Program (NYSHIP); and

WHEREAS, the Amagansett Union Free District's health plan year is a calendar year which runs from January 1st to December 31st; and

NOW THEREFORE, BE IT RESOLVED, that the initial measurement period for [new variable hour/new part-time/new seasonal] employees shall be a period of 12 consecutive calendar months which shall begin the first day of the first calendar month following the employee's start date; and

BE IT FURTHER RESOLVED, that the administrative period for [new variable hour/new part-time/new seasonal] employees shall be a period which shall begin at the end of the initial measurement period and shall continue through the end of the first full calendar month beginning on or after the end of the initial measurement period; and

BE IT FURTHER RESOLVED, that the stability period for [new variable hour/new part-time/new seasonal] employees, determined to have averaged at least 30 hours of service per week (130 hours of service a calendar month) during the initial measurement period, shall be a period of 12 consecutive calendar months to begin immediately after the administrative period; and

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BE IT FURTHER RESOLVED, that notwithstanding the foregoing, the Amagansett Union Free School District reserves the right to elect to provide insurance coverage to otherwise eligible employees who are not currently provided insurance coverage or to elect not to provide insurance coverage to otherwise eligible employees.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

**RESOLUTION #53
2014/2015 School Year**

October 28, 2014

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

BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby grants permission to the East Hampton Town Recreation Department to use the Amagansett School gymnasium for Youth Basketball on Saturdays commencing December 6, 2014 and terminating on or before March 7, 2015.

BE IT FURTHER RESOLVED that this permission is contingent on the fact that Amagansett School students in grades K-6 are eligible to participate and are participating in said program.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

Published

AMAGANSETT UNION FREE SCHOOL DISTRICT
Application for Use of School Facilities – School Year 2004-15

Day's Off
Dec 27
Jan 3
Feb 21

Name of organization TOEH Dept. of Recreation Date of Application 10/15/14
 Contact person John Rooney Telephone # 324-2417 Cell # _____
 Fax # 324-3085 Email JRooney@EHamptonNY.GOV

Section of Building requested: Classroom _____ Gymnasium X Library _____ Field _____
 Art Room _____ Other _____

Type of activity (purpose) Basketball, Grades K-2, Girls only grades 3-8

Date(s) & days of week needed: Dec 6 - Mar 7 Time (from) 9:30 AM/PM to 1:30 AM/PM

Number of people 20-30 Adults (over 12 yrs) 2-3 Children (12 and under) 20-30

Who will supervise the group using the building? (name(s), title, phone #, cell #, fax #, email)
Matt McHugh - Assistant Rec. Leader
566-6460
M.McHugh@EHamptonNY.GOV

Will there be an Admissions charge for this event? Yes Amount being charged? 640

Proceeds will be used for? TOEH

I have read and understand the rules and regulations for the use of facilities. It is further agreed that the organization will hold the District harmless from any and all claims, awards, settlements, judgments, verdicts or damages of any nature, including reasonable attorney's fees, arising from its use of the building and equipment and/or any injury or loss to any member of the organization or any participant or invitee. We have read and are familiar with the Rules and Regulations of the district, and my signature indicates that we understand and will abide by any decisions made by the Amagansett Union Free School District.

Signature _____ Title Superintendent of Recreation

ACTION BY DISTRICT:

Athletic Director: Approved _____ Denied _____
 (Signature & Date) (Signature & Date)

Buildings & Grounds: Approved _____ Denied _____
 (Signature & Date) (Signature & Date)

Superintendent of Schools: Approved _____ Denied _____
 (Signature & Date) (Signature & Date)

Comments _____

Insurance Certificate on file in School Secretary's Office _____

THIS FORM MUST BE SUBMITTED AT LEAST 3 WEEKS BEFORE DATE REQUESTED FOR USE

**RESOLUTION #54
2014/2015 School Year**

February 12, 2013

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 MARGARET A. FLOOD for Speech Language Pathologist services for the period retroactively to October 1, 2014 through on before June 30, 2015, as per attached agreement.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

Published

SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of October, 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 PO Box 7062), Amagansett, New York 11930 and MARGARET A. FLOOD (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 at 2693 Roanoke Avenue, Riverhead, NY 11901.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing Speech and Language Pathologist services,

WHEREAS, SERVICE PROVIDER is in the business of providing Speech Language Pathologist services;

WHEREAS, the SCHOOL DISTRICT desires that SERVICE PROVIDER provide services required for the implementation of Assistive Technology device and Augmentative Communication – Speech Generating Devices (SGD) for students deemed by the District to require this service. Services will include training for staff and parents in maintaining, programming and implementation of devices, as well as programming of the device related to the students Individual Educational Plan, and direct work needed to implement use of a device in school and home environments.

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide the aforementioned services to the SCHOOL DISTRICT;

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 retroactively to October 1, 2014 – June 30, 2015 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES**:
 - a. SERVICE PROVIDER will provide services required for the implementation of Assistive Technology device and Augmentative Communication – Speech Generating Devices (SGD) for students deemed by the District to require this service. Services will include training for staff and parents in maintaining, programming and implementation of devices, as well as programming of the device related to the students Individual Educational Plan, and direct work needed to implement use of a device in school and home environments.
 - b. All services shall be provided in strict compliance with the student's IEP.
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 at the following rates:

Service Speech Language Treatment and Consultation for use and programming of Speech Generating Device, including direct treatment, teacher/staff training, parent training.

Rates \$70.00/ 30 minute session – sessions prorated for length/duration

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. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**
No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or

accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.

- a. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.

9. **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.

10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.

11. **SAVE LEGISLATION:** SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. SERVICE PROVIDER shall adhere to all requirements and protocols as established by SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation prior to providing services to SCHOOL DISTRICT. SERVICE PROVIDER must submit a complete roster of names and social security numbers for all service providers who will be or may be providing services to the SCHOOL DISTRICT pursuant to this Agreement, for SCHOOL DISTRICT'S verification of such providers' clearance status. In the event that SERVICE PROVIDER utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, SCHOOL DISTRICT shall have the right to immediately terminate the within contract.

12. **REPORTS TO STATE:** SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either SERVICE PROVIDER'S or SCHOOL DISTRICT'S compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. SERVICE PROVIDER agrees to retain all materials

and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.

13. **REPORTS TO SCHOOL DISTRICT:** SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to SCHOOL DISTRICT. SERVICE PROVIDER will render such reports to SCHOOL DISTRICT at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. SERVICE PROVIDER shall provide such additional information concerning the pupil's progress as may be required by SCHOOL DISTRICT.
14. **COMMISSIONER VISITS:** SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
15. **AUTHORIZATION OF SCHOOL DISTRICT:** SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of SCHOOL DISTRICT.
16. **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.
17. **STUDENT REMOVAL:** SCHOOL DISTRICT shall have the right to add or remove a child from the program/services at any time during the school year. Payment for children added or removed shall be prorated for the period of time services were provided to the child.
18. **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.
19. **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.

20. **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.
21. **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.
22. **INSURANCE PROVISION:** SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect SERVICE PROVIDER and SCHOOL DISTRICT from claims set forth below for which SERVICE PROVIDER may legally liable, whether such operations be by SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions in any other writing between the parties, SERVICE PROVIDER hereby agrees to effectuate the naming of SCHOOL DISTRICT as an unrestricted additional insured on SERVICE PROVIDER'S insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming SCHOOL DISTRICT as an additional insured shall:
- a. Be purchased from A.M. Best rated "secured" insurer, authorized to conduct business in New York State.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the organization's coverage shall be primary coverage for SCHOOL DISTRICT, its Board, employees and volunteers.
 - d. SCHOOL DISTRICT shall be listed as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
 - e. Required Insurance:
Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - i. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - ii. Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
 - iii. Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for SCHOOL DISTRICT. If written on a "claim-made" basis, the retroactive date must predate the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.
 - f. In the event that any of the insurance coverage to be provided by SERVICE PROVIDER contains a deductible, SERVICE PROVIDER shall indemnify and hold SCHOOL DISTRICT harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of SERVICE PROVIDER.

- g. SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages SCHOOL DISTRICT sustains as a result of this breach. In addition, SERVICE PROVIDER shall be responsible for the indemnification to SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorney's fees.
- h. Prior to commencement of its services, SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.

23. **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:

Margaret A. Flood, Speech Language Pathologist
2693 Roanoke Avenue
Riverhead, NY 11901
Megf0460@yahoo.com

Amagansett Union Free School District
PO Box 7062
Amagansett, New York 11930
Attn: Maria Dorr, Director of Pupil Personnel Services
Email: mdorr@aufsd.org

- 24. **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.
- 25. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.
- 26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.
- 27. **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.
- 28. **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.
- 29. **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.

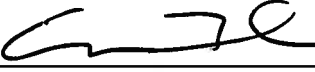
30. **REPRESENTATIONS AND WARRANTIES:** SERVICE PROVIDER represents and warrants: 1) that SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any 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.
31. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
32. **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.
33. **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: **Oct 21, 2014**

By: 
Margaret A Flood SLP AAC AT Consultant
Speech Language Pathologist
DBA M A Flood

**RESOLUTION #55
2014/2015 School Year**

October 28, 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 Long Island Developmental Consulting, Inc. for district behavior intervention services, autism services and related services for the period retroactively to October 1, 2014 through on or June 30, 2015.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

Published

SERVICE AGREEMENT

THIS AGREEMENT made this 28th day of October, 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 PO Box 7062), Amagansett, New York 11930 and LONG ISLAND DEVELOPMENTAL CONSULTING, INC. (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 at 1355 Stony Brook Road, Stony Brook, NY 11790.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing District Behavior Intervention Services/Autism Services and Related Services,

WHEREAS, SERVICE PROVIDER is in the business of providing District Behavior Intervention Services/Autism Services and related services;

WHEREAS, the SCHOOL DISTRICT desires that SERVICE PROVIDER provide services the aforementioned services,

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide the aforementioned services to the SCHOOL DISTRICT;

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 retroactively to October 1, 2014 – June 30, 2015 unless terminated earlier, as set forth herein.

2. **SCOPE OF SERVICES**:

a. SERVICE PROVIDER may provide consultations/services in the areas of:

- Functional Behavior Assessments
- Behavior Intervention Plans
- Behavior Modification Systems
- Social Skill Development
- Curriculum Modifications
- Material Modifications
- Evaluations
- Ongoing staff training
- Inclusionary Transition Plans
- Program development and oversight at the administrative level (BCBA only)
 - I. It is the consultant's role to provide the model for these services to classroom staff, initiate the model's implementation and make adjustments where necessary,
 - II. It is the consultant's role to provide quarterly narrative reports to the District without charge,
 - III. It is not the consultant's role to provide direct services without District staff present,
 - IV. Consultation sessions may take the form of time allocated for BIP, FBA or material development, direct observation, indirect consult or team meetings.

b. All services shall be provided in strict compliance with the student's IEP.

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 at the following rates:

Service
*Consultation/
Behavioral Support*

Rates
\$ 115.00/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. **RESPONSIBILITY FOR PAYMENT OF SERVICES:**

No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for service provided pursuant to this Agreement.

 - a. SCHOOL DISTRICT shall not incur any charges should SERVICE PROVIDER, its employees, and/or agents fail to attend a session for any reason whatsoever. Should an individual student be absent or unable to attend a session, for any reason whatsoever, the SCHOOL DISTRICT shall not be responsible for payment of the fee(s) associated with such services. SCHOOL DISTRICT will endeavor to notify SERVICE PROVIDER of a student's absence whenever practicable.
9. **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.
10. **LICENSE AND AUTHORIZATION:** SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. SERVICE PROVIDER warrants that it will provide SCHOOL DISTRICT with licensed and qualified individuals. SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, SERVICE PROVIDER agrees to submit to SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. SERVICE PROVIDER further agrees to complete and submit, upon the request of SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of SCHOOL DISTRICT. SCHOOL DISTRICT reserves the right to reject the placement of any individual.
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Karen Mulcahy-Walsh, MS.Ed, SDA, BCBA
 Executive Director
 Long Island Developmental Consulting, Inc.
 1355 Stony Brook Road
 Stony Brook, NY 11790
 Email: lidc@optonline.net

Amagansett Union Free School District
 PO Box 7062
 Amagansett, New York 11930
 Attn: Maria Dorr, Director of Pupil Personnel Services
 Email: mdorr@aufsd.org

24. **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.

25. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

26. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New York.

27. **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.
28. **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.
29. **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.
30. **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.
31. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
32. **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.
33. **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: 10/22/14

By: 



Long Island Developmental Consulting, Inc.

1355 Stony Brook Road

Stony Brook, New York 11790

Phone: 631-285-6400 • Fax: 631-285-6523

Karen Mulcahy-Walsh, MS.Ed, SDA, BCBA
Director

2014/2015 List of Services and Rate Schedule

- ❖ **Home Programming/ Behavior Intervention Services** (NYS Certified Teacher Assistant) \$50 per hour
- ❖ **Center Based Shadow** (NYS Certified Teacher Assistant on site between the hours of 8-4) \$21 per hour
- ❖ **School Aged Itinerant Teacher Home Programming/ Behavior Intervention Services Provider** (NYS certified special education teacher) \$40 per half hour \$45 per half hour group
- ❖ **Itinerant Teacher** (NYS certified special education teacher) \$45 per half hour \$50 pre half hour group
- ❖ **Speech and Language Evaluation** (NYS Licensed Speech and Language Pathologist) \$205 per evaluation (including report)
- ❖ **Individual Speech and Language Services** (NYS Licensed Speech Therapist) \$ 45 per 30 minute session, \$57 per 45 minute session, \$ 90 per hour session.
- ❖ **Parent Training** (NYS Certified Teacher, Social Worker or Psychologist, BCaBA) \$100 per hour
- ❖ **Home Program Supervision** (NYS Certified Teacher) \$100 per hour
- ❖ **Supervision with BCBA** (Board Certified behavior Analyst) \$110 per hour
- ❖ **Consultation** (NYS Certified Teacher, BCaBA, Social Worker or Psychologist) \$115 per hour
- ❖ **Consultation and/ or Parent Training with BCBA** (Board Certified Behavior Analyst) \$125 per hour
- ❖ **Staff Training Seminars** (NYS Certified Teacher or BCBA) \$125 per hour
- ❖ **Needs Assessments** (NYS Certified Teacher, Social Worker, BCBA or Psychologist) services consist of a minimum of 3 hours observation and additional time allocated for the writing of the FBA/ BIP at the hourly rate.
- ❖ **School Aged Psychological Evaluations** (per evaluation) \$450.00
- ❖ **School Aged Educational Evaluations** (per evaluation) \$225.00
- ❖ **School Aged Psycho-Educational Evaluations** (per evaluation) \$750.00

*Please be advised that **all** employees are trained and insured.*

**RESOLUTION #56
2014/2015 School Year**

November 12, 2013

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

BE IT RESOLVED, that the Amagansett School Board hereby authorizes the Superintendent of Schools to execute the attached employment agreement with COLLEEN THORNE-FERONE for per diem School Psychologist services on an as-needed basis for the 2014/2015 school year, as per attached.

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk

Published

AMAGANSETT UNION FREE SCHOOL DISTRICT
AMAGANSETT, NY 11930-7062

EMPLOYMENT CONTRACT

AGREEMENT made this 28TH day of October, 2014 by and between the Board of Education of the Amagansett Union Free School District (hereinafter referred to as the "District"), having its principal place of business located at 320 Main Street, (Mailing/Billing is POB 7062), Amagansett, NY 11930 and Colleen Thorne-Ferone (hereinafter referred to as "Employee"), POB 257, Remsenberg, NY 11960.

WHEREAS, the Employee has agreed to work in the capacity of Per Diem School Psychologist during the 2014/2015 fiscal year up to a maximum of forty (40) school days, unless her employment is terminated earlier as set forth in section "2" of this agreement, and

WHEREAS, the Employee has been fully informed that said appointment is made solely pursuant to this contract and that as a condition of employment, the Employee herewith waives the applicability of any and all provisions of the Education Law of the State of New York granting her rights regarding appointment to continued employment, probation and/or tenure and discharge proceedings, including, but not limited to Sections 2510, 3013, 3019, 3019-a, 3020, 3020-a, and 3031 of the Education Law.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Employee shall be employed in the position of Per Diem School Psychologist pursuant to this contract for a maximum of forty (40) days during the 2014/2015 fiscal year during the period commencing October 31, 2014 and ending on June 30, 2015, unless her employment is terminated earlier as per section "2" below. The Employee shall be called upon to provide the professional service of School Psychologist as needed by the Superintendent of Schools in her sole discretion.
2. The Employee shall be employed on an "at will" basis and may be discharged from employment by the Board of Education upon the recommendation of the Superintendent of Schools at any time for any reason.
3. If called to work by the Superintendent, the Employee shall be paid at the rate of Three Hundred Thirty Dollars (\$330) for full day (7 hours), or One Hundred Sixty Five Dollars (\$165) for half day (3.5 hours) or \$50/hour for full hours worked in excess of half day or less than half day. All hours worked must be pre-approved by the Superintendent of Schools, and all hours worked must be submitted and verified by the Employee's signature. Except for statutorily required employee benefits such as worker's compensation, FICA deductions and the like, the Employee shall be provided with no fringe benefits.
4. The Employee acknowledges that she is an "at-will" employee and herewith knowingly waives any and all rights to claim tenure by estoppels or acquiescence, or that she is otherwise entitled to continued employment, a probationary period and the accrual of tenure in her position and the Employee specifically and knowingly waives any and all rights she may have arising under Sections 2510, 3012, 3013, 3019-a, 3020-a, 3031 and other similar provisions of the Education Law of the State of New York.
5. The Employee had had all the terms and conditions of this agreement clearly explained, and now freely consents to enter into this Agreement, such consent not having been induced by fraud, duress or any other undue influence.
6. This Agreement must be approved by the Board of Education of the Amagansett Union Free School District in public session, upon recommendation of the Superintendent of Schools.

BOARD OF EDUCATION OF THE AMAGANSETT
UNION FREE SCHOOL DISTRICT

By:

Eleanor Tritt, Superintendent of Schools


Colleen Thorne-Ferone

267-7504

**RESOLUTION #57
2014/2015 School Year**

October 28, 2014

Upon motion of _____, seconded by _____ and carried _____

BE IT RESOLVED that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby updates the S.A.V.E. (Schools Against Violence Education) Safety Committee effective immediately as follows:

Eleanor Tritt, Administration
Brigit DiPrimo, Administration
Maria Dorr, Administration
Mary Lownes, Board Member
Lieutenant A.J. McGuire, Law Enforcement
Officer Kim Notel, Law Enforcement
Janine Balnis, CPSE Co-Chairperson and School Social Worker
Kerry Griffiths, Buildings and Grounds/School Safety and Local Ambulance
Mike Rodgers, Coach and Bus Driver
Ashley Blackburn, Teacher and SDM Member
Kelly White, Teacher
Cheryl E. Bloecker, Support Staff and SDM Member
Tina Quarty, Support Staff
Cassie Butts, Support Staff
Sandy Nuzzi, Support Staff
Jen Miller, Network Systems Administrator
Mary Jo Bennett, Health and Crisis Intervention Team
Reverend Steven Howarth, Clergy and Local Ambulance
Htun Han, School Community Member and Local Ambulance
Stacey Bistran, Parent and SDM Member
Bruce Bates, East Hampton Town Emergency Preparedness

WHEREAS, this committee's purpose continues to be to develop and recommend revisions to the already established Safety Plan to the Board of Education including such items as:

- policies and procedures for responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school;
- policies and procedures for responding to acts of violence by students, teachers, other school personnel as well as visitors to the school, including consideration of zero-tolerance policies for school violence;
- appropriate prevention and intervention strategies such as
 - non-violent conflict resolution training programs; and
 - peer mediation programs
- policies and procedures for annual school safety training for staff and students

Dated: October 28, 2014

Cheryl E. Bloecker, District Clerk