

AMAGANSETT SCHOOL
Amagansett, New York
Regular Board of Education Meeting
Tuesday, October 14, 2014
7:45 AM

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Community Input

4. Consent Agenda

- Minutes (September 23, 2014)
- IEP (Student #082400005)

5. Superintendent's Comments

- 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 Good Idea?"
- Enrollment update

6. Committee Reports

7. Old Business

Resolution #44: Recommended: 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 #45: Recommended: 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 #46: Recommended: 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 #47: Recommended: 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.

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.

Resolution #48: 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 #49: Recommended: 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

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 Schools 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.

8. Community Input

9. Return to public session

10. Adjournment

Published

MINUTES OF REGULAR MEETING HELD ON TUESDAY, SEPTEMBER 23, 2014

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

Others present: Superintendent Tritt, Principal DiPrimo, Director of Pupil Personnel Services Dorr and Clerk Bloecker

President Handy called the meeting to order at 6:30 PM.

MEETING CALLED TO ORDER

Pledge of allegiance.

PLEDGE OF ALLEGIANCE

Accolades to the PTA for a very well attended "Welcome Back Picnic"; and, all faculty/staff for an informative Open House that was well attended and appreciated by all parents/guardians.

ACCOLADES TO...

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, the minutes of the regular meeting held on September 9, 2014 were approved, the treasurer reports for July and August 2014 were accepted, the warrants for August 4, 5, 14, 20, 21, 2014 and September 9 & 10, 2014 were approved.

CONSENT AGENDA APPROVED

Superintendent commented on the following:

SUPERINTENDENT'S COMMENTS

- Education topics in the News
 - New York Times: "With Tech Taking Over in Schools, Worries Rise"
 - TheIslandNow.com: "Representative Israel Bill Seeks to Limit Standardized Tests"
 - Jonathan Sapers: "Protecting Privacy: Parsing What's Allowable, and What's Not, With Student Data"
- Audit committee meeting (10/14/2014 @ 7:00 AM)
- Next regularly scheduled board meeting (10/14/2014 @ 7:45 AM)
- Enrollment update

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

RESOLUTION #39 STIPEND LIST CORRECTION APPROVED

Position and Stipend

Theatrical Director Assistant \$1,043.00/year

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:

RESOLUTION #40 SUBSTITUTE LIST UPDATED

Katelyn Bonito C

Upon motion of Patrick R. Bistran, seconded by Mary Lownes and carried 5-0, BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby grants permission to the Suffolk County Police Athletic League to use the Amagansett School gymnasium for the period October 1, 2014 through on or before April 1, 2015, as per attached request. This permission is granted contingent upon the fact that a coach is an Amagansett resident and resident students in grades 7th & 8th are eligible to participate and are participating in said program.

RESOLUTION #41 PAL BASKETBALL REQUEST APPROVED

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 hereby authorizes the District Clerk to sign a contract with Tri-State/National REACH, Inc. for employee assistance programs for the period July 1, 2014 through on or before June 30, 2015, as per attached agreement.

RESOLUTION #42 EMPLOYEES ASST PROGRAM CONTRACT APPROVED

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 authorizes the District Clerk to execute the attached service agreement with Meeting House Lane Medical Practice for School Physician services for the 2014/2015 school year.

**RESOLUTION #43
SCHOOL PHYSICIAN
CONTRACT
APPROVED**

Upon motion of Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, the board went into executive session at 6:39 PM to discuss a legal item and a personnel item.

**EXECUTIVE
SESSION**

The board returned to public session at 7:10 PM.

**RETURN TO
PUBLIC SESSION**

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, the meeting was adjourned at 7:11 PM.

**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: September 23, 2014

Cheryl E. Bloecker, District Clerk

DRAFT

**RESOLUTION #44
2014/2015 School Year**

October 14, 2014

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

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.

Dated: October 14, 2014

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

Published

**RESOLUTION #45
2014/2015 School Year**

October 14, 2014

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

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.

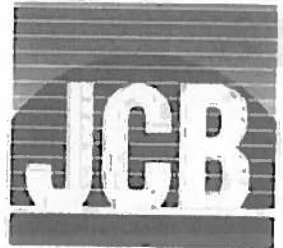
Dated: October 14, 2014

Cheryl E. Bloecker, District Clerk

Published

J.C. Broderick & Associates, Inc.

Environmental Consulting & Testing



Nassau Office
4034 Holly Road
Suite 107
Seaford, NY 11783
516.852.0162

Suffolk Office
1775 Expressway Drive North
Hauppauge, NY 11788
631.584.5492
fax: 631.584.3395

August 25, 2014

Mr. James Weydig
BBS Architecture & Engineering
244 East Main Street
Patchogue, New York 11772

**Re: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Preparation of SEQRA Review for**

**Site: Amagansett Union Free School District
Relocation of School House**

JCB#: 14-29886

Amagansett PO # 3249

Dear Mr. Weydig:

J.C. Broderick & Associates, Inc. (JCB) is pleased to submit, for your review and approval, the following proposed "Scope of Services" for the above referenced project.

I. Scope of Services

- Preparation and submission of SEQRA assessments for the above referenced project. The process shall include a review of the proposed scope of work and comparison of 6 NYCRR Part 617. After determination of action, prepare the appropriate Environmental Assessment Form as necessary. Based upon results prepare appropriate declaration.
- If required, prepare submissions of a project form to the New York State Office of Parks, Recreation, and Historic Preservation for impact on cultural resources in, or eligible for, inclusion in the State and National Registers of Historic Places in accordance with New York State Parks, Recreation and Historic Preservation Law, Section 14.09.
- Prepare appropriate language for inclusion in a Board Resolution addressing the SEQRA determination.

II. Compensation

JCB's fees for the above referenced scope of services, in accordance with Eastern Suffolk BOCES Contract# 13-02-0925 are as follows:

Re: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Preparation of SEQRA Review for
Site: Amagansett Union Free School District
Relocation of School House
JCB#: 14-29886

Principal	\$95.00 per hour
Environmental Project Manager	\$75.00 per hour
Environmental Engineer	\$58.00 per hour
Environmental Project Coordinator	\$55.00 per hour

Estimated Cost to Prepare the Short Environmental Assessment Forms: \$1,995.00

If the proposed work is determined to be a Type I Action, requires a Full Form, results in a Positive Declaration, or other additional investigation is required, this will result in an extended cost in accordance with the above referenced fee schedule.

Project will be billed based upon actual time spent in accordance above with the above referenced fee schedule.

III. Payment Schedule:

Due upon receipt invoice

It is mutually agreed by all parties that J.C. Broderick & Associates, Inc. (JCB) has been engaged solely for the scope of services outlined above. Further it is specifically agreed that the signee is allowed to engage any other environmental consultants for other work on this project as it deems necessary. All reports, both verbal and written, are for the benefit of the signee. We will perform the work in a professional manner, consistent with customary standards and practices for work of this nature.

Any additional work or services that are required and are not specifically indicated above will be billed separately and/or in addition to the items listed above. The signee agrees to the following conditions:

- It is agreed and understood by all parties that site conditions, property access, or information needed and dependent upon other parties may limit the intended scope of work. In these instances the findings of this work will be limited to the services performed and will be detailed in the final report.
- By signing this agreement the signee is certifying that they have received permission from the property owner to perform the above referenced services on the subject property and that spray paint and flags can be utilized to mark site findings;
- The signee shall pay JCB in accordance with the payment schedule in this proposal, with the charges provided for herein. JCB may impose and the signee agrees to pay a late fee for all past due payments. Such late fee is not to exceed the maximum rate for same allowed by applicable law.

In the event the signee fails to pay JCB all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and JCB refers such matter to an attorney or collection agency, the signee agrees to pay in addition to amount due, any and all costs incurred by JCB as a result of such action including, to the extent permitted by law, reasonable attorney's and/or collection fees.

After review of this proposal, kindly signify your acceptance by signing at the designated place and returning the original to us. To assist in expediting this report, please fax a signed copy of this agreement to (631) 584-

Re: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AS FOLLOWS:
Preparation of SEQRA Review for
Site: Amagansett Union Free School District
Relocation of School House
JCB#: 14-29886

3395 at your earliest convenience. If there are any questions, or if more information is needed, please feel free to call.

Sincerely,

Kristen Nannini

Kristen Nannini

J.C. Broderick & Associates, Inc.

AGREED & ACCEPTED

Signee

Name Eleanor Tritt

Title Superintendent

Signature Eleanor Tritt

Date September 29, 2014



**RESOLUTION #46
2014/2015 School Year**

October 14, 2014

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

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.

Dated: October 14, 2014

Cheryl E. Bloecker, District Clerk

Published

AMENDMENT

AMENDMENT made this 14th day of October, 2014 to the November 7, 2013 Agreement between the AMAGANSETT UNION FREE SCHOOL DISTRICT (hereinafter referred to as "School District") and R.J. ROSSITER CONSULTING GROUP (hereinafter referred to as "Consultant").

WHEREAS, the parties entered into an Agreement dated November 7, 2013 establishing the rights and responsibilities of CONSULTANT and SCHOOL DISTRICT for services to be provided by CONSULTANT to SCHOOL DISTRICT; and

WHEREAS, the parties are desirous of providing for amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

FIRST: EFFECT OF THE AMENDMENT

All the terms and provisions set forth at length in the aforementioned Agreement shall continue in full force and effect during the term thereof, except as expressly modified herein.

SECOND: TERM

The term of the Agreement shall be extended to June 30, 2015.

AMAGANSETT UNION FREE SCHOOL DISTRICT

Dated: 10/14/2014

By: _____

R.J. ROSSITER CONSULTING GROUP

Dated: 9/18/14

By: Robert J. Rossiter

**RESOLUTION #47
2014/2015 School Year**

October 14, 2014

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

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.

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.

Dated: October 14, 2014

Cheryl E. Bloecker, District Clerk

Published

**RESOLUTION #48
2014/2015 School Year**

October 14, 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:

Debra Murray C

Dated: September 23, 2014

Cheryl E. Bloeker, District Clerk

Published

**RESOLUTION #49
2014/2015 School Year**

October 14, 2014

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

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

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 Schools 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.

Dated: October 14, 2014

Cheryl E. Bloecker, District Clerk

Published



Wainscott School

P O Box 79 / 47 Main Street

Wainscott, NY 11975

Phone: 631.537.1080 Fax: 631.537.6977

Web: www.wainscottschool.org

September 24, 2014

**Ms. Eleanor Tritt, Superintendent
Amagansett Union Free School District
PO Box 7062
Amagansett, NY 11937**

Dear Ms. Tritt,

Enclosed please find the 2014-2015 Special Education Services Contract for parentally-placed students with disabilities who attend private schools in our district (District of Location) but reside in your district (District of Residence).

Kindly obtain the necessary signatures and return one (1) copy of the contract to this office for our files. Invoices will be sent at the end of the 2014/2015 school year.

Sincerely,

**Stuart Rachlin
Superintendent**

RECEIVED
OCT 01 2014
BY: *ts*

Special Education Services Contract
2014-2015

This agreement is entered into the 1st day of September, 2014 by and between the Board of Education of Amagansett Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at PO Box 7062, 320 Main Street, Amagansett, NY 11937 and the Board of Trustees of Wainscott Common School District (hereinafter the "DISTRICT OF LOCATION") having its principal place of business for the purpose of the Agreement at 47 Main Street, Wainscott, NY 11975.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but resides in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM**: The term of the Agreement shall be from July 1, 2014 through June 30, 2015 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A" incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable laws, rules and regulations.
- C. **COMPENSATION**:
1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein derived from Education Law Section 3602-c and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulation may define the maximum costs that may be charged hereunder.

D. TERMINATION

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to schools districts governing the provision of special education services pursuant to education Law 3602-c.

E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given is delivered personally or sent by registered or certified mail, address as follows:

To: DISTRICT OF LOCATION
Dr. Stuart Rachlin, Superintendent
Wainscott Common School District
P.O. Box 79
47 Main Street
Wainscott, NY 11975

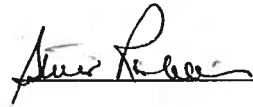
To: DISTRICT OF RESIDENCE
~~Ms. Eleanor Tritt, Superintendent~~ *María Dorr, Director of Pupil Personnel Services*
Amagansett Union Free School District
PO Box 7062, ~~320 Main Street~~
Amagansett, NY 11937

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions (s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedule "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law regulations.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulations.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION



BY: Ms. Eleanor Tritt
Superintendent of Schools
Amagansett Union Free School District

BY: Dr. Stuart Rachlin
Superintendent of Schools
Wainscott Common School District

Date: 10/14/2014

Date: _____

Special Education Services Contract
2014-2015

This agreement is entered into the 1st day of September, 2014 by and between the Board of Education of Amagansett Union Free School District (hereinafter the "DISTRICT OF RESIDENCE"), having its principal place of business for the purpose of this Agreement at PO Box 7062, 320 Main Street, Amagansett, NY 11937 and the Board of Trustees of Wainscott Common School District (hereinafter the "DISTRICT OF LOCATION") having its principal place of business for the purpose of the Agreement at 47 Main Street, Wainscott, NY 11975.

WITNESSETH

WHEREAS, the DISTRICT OF LOCATION is required by Education Law Section 3602-c to provide special education services to parentally-placed students with disabilities, when such students attend private schools in the DISTRICT OF LOCATION, but resides in the DISTRICT OF RESIDENCE; and

WHEREAS, the DISTRICT OF LOCATION is a public school district within the State of New York authorized to provide special education and related services to students with disabilities;

NOW, THEREFORE, the parties mutually agree as follows:

- A. **TERM**: The term of the Agreement shall be from July 1, 2014 through June 30, 2015 inclusive, unless terminated earlier as provided for in this Agreement.
- B. **SERVICES AND RESPONSIBILITIES**:
1. The DISTRICT OF LOCATION shall develop an individualized education service program (IESP) for those student(s) listed on the attached "Confidential Schedule A" incorporated by reference herein and made a part of this Agreement, and shall provide the services set forth in such IESP attached as Schedule "B".
 - a. A student(s) and/or services may be added or deleted from the attached Schedules "A" and/or "B" at any time upon written notification shall include a copy of any revised IESP. In such event, the payment amount owed by the DISTRICT OF RESIDENCE shall be adjusted accordingly.
 2. The DISTRICT OF LOCATION represents and warrants that services to students under this Agreement shall be provided by individuals who are certified or licensed in accordance with applicable laws, rules and regulations.
- C. **COMPENSATION**:
1. The parties to this Agreement recognize that the authority for the DISTRICT OF RESIDENCE and the DISTRICT OF LOCATION to contract for the provision of special education services herein derived from Education Law Section 3602-c and related provisions of the Education Law and Regulations of the Commissioner of Education; and that these statutes and regulation may define the maximum costs that may be charged hereunder.

D. TERMINATION

This Agreement may be terminated by written notice of either party if (1) Schedule "A" has been deleted so that there are no students of the DISTRICT OF RESIDENCE entitled to special education services from the DISTRICT OF LOCATION, or (2) the State Education Department has issued guidelines to schools districts governing the provision of special education services pursuant to education Law 3602-c.

E. MISCELLANEOUS

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, address as follows:

To: DISTRICT OF LOCATION
Dr. Stuart Rachlin, Superintendent
Wainscott Common School District
P.O. Box 79
47 Main Street
Wainscott, NY 11975


To: DISTRICT OF RESIDENCE
~~Ms. Eleanor Tritt, Superintendent~~ *Maria Dorr, Director of Student Personnel Services*
Amagansett Union Free School District
PO Box 7062, ~~320 Main Street~~
Amagansett, NY 11937

2. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party
3. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce every provision of the Agreement.
4. Should any provision of this Agreement for any reason, be declared invalid and/or unenforceable such declaration shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provisions (s) eliminated.
5. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
6. This Agreement, along with the attached Schedule "A" and "B", is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions, or covenants between the parties relating to the subject matter of the Agreement.

7. Except for Schedules "A" and "B", this Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. It is expressly understood that nothing in this Agreement is intended to modify or vary the statutory and regulatory obligations or rights of the parties; nor is it intended to create any additional legal rights or obligations other than those imposed or provided by Federal or State law regulations.
9. Nothing in this Agreement is intended to bestow any benefits or rights to any third parties who are not signatories to this Agreement. The parties to this Agreement shall have sole right to enforce its terms.
10. Nothing in this Agreement is intended to place an obligation on the parties to ensure that the other is complying with its obligations under Federal or State law or regulations.

DISTRICT OF RESIDENCE

DISTRICT OF LOCATION

 _____

BY: Ms. Eleanor Tritt
Superintendent of Schools
Amagansett Union Free School District

BY: Dr. Stuart Rachlin
Superintendent of Schools
Wainscott Common School District

Date: 10/14/2014

Date: _____

