

AMAGANSETT SCHOOL
Amagansett, New York
Regular Board of Education Meeting
Tuesday, September 23, 2014
6:30 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Community Input**
4. **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
5. **Consent Agenda**
 - Minutes (September 9, 2014)
 - Treasurer reports (July & August 2014)
 - Warrants (August 4, 5, 14, 20, 21, 2014 & September 9 & 10, 2014)
 - Claims audit report (August 2014)
 - Corrective action plan (August 2014)
6. **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
7. **Committee Reports**
8. **Old Business**

Resolution #39: Recommended: 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:

<u>Position and Stipend</u>	
Theatrical Director Assistants	\$1,043.00/year

Resolution #40: Recommended: BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt, the Amagansett School Board hereby appoints the following person to the previously established substitute list for the 2014/2015 school year: Katelyn Bonito C

Resolution #41: Recommended: 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 #42: Recommended: 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 #43: Recommended: 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.

9. Community Input

10. Executive session

- Legal item
- Personnel item

11. Return to public session

12. Adjournment

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

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

Others present: Superintendent Tritt, Principal DiPrimo, DPPS Dorr, Tom Lamorgese, Clerk Bloecker, Sandy Nuzzi, Kerry Griffiths, Ashley Blackburn and Christopher Walsh

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

**MEETING CALLED
TO ORDER**

Pledge of allegiance.

**PLEDGE OF
ALLEGIANCE**

Accolades to Kerry Griffiths and Gary Grille for the wonderful job they did over the summer preparing the school building and fields for the new school year; Accolades to the faculty and staff members for a smooth opening to the 2014/2015 school year; and, Accolades to the support staff for the wonderful job they did in assisting the independent auditors with the end-of-the-year audit.

**ACCOLADES
TO...**

Superintendent Tritt commented on the following:

**SUPT.
COMMENTS**

- Education topics in the News
 - Cursive Handwriting
- Enrollment update

The Buildings and Grounds Committee reported on the bamboo situation on Miankoma Lane.

**COMMITTEE
REPORTS**

Annual Superintendent Evaluation Tool distributed.

Upon motion of Mary Lownes, seconded by Phelan Wolf and carried 4-0,
BE IT RESOLVED, that upon recommendation of Superintendent Eleanor Tritt and the Amagansett Union Free School District Audit Committee, the Amagansett School Board hereby approves the attached Corrective Action Plan as written.

**RESOLUTION #33
STATE AUDIT
REPORT
CORRECTIVE
ACTION
PLAN
APPROVED**

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.

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 appoints the following person to the previously established substitute list for the 2014/2015 school year:

**RESOLUTION #34
SUBSTITUTES
APPOINTED**

Theresa Ameres C
Christine Murray C
Michelle Roller C

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 approves the following Parents' Bill of Rights for Privacy and Security, effective immediately:

**RESOLUTION #35
PARENTS' BILL OF
RIGHTS FOR DATA
PRIVACY AND
SECURITY**

Parents' Bill of Rights for Data Privacy and Security

The School District is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

- 1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
- 2) Parents have the right to inspect and review the complete contents of their child's education record.

- 3) The confidentiality of a student's personally identifiable information is protected by existing state and federal laws; and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred.
- 4) A complete list of all student data elements collected by the State Education Department is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> , or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- 5) Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to the Director of Pupil Personnel Services. Complaints pertaining to the State Education Department or one of its third party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov . The complaint process is under development and will be established through regulations to be proposed by the State Education Department's Chief Privacy Officer.
- 6) The State Education Department's Chief Privacy Officer will develop additional elements for this Parents' Bill of Rights, which will be prescribed in Regulations of the Commissioner and updated by the District accordingly.
- 7) Upon the adoption of regulations and guidance from the State Education Department, as required by Education Law 2-d(3)(d) and 2-d(5)(a-b), if the District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
- 8) Parents may access the State Education Department's Parents' Bill of Rights at: <http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>

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 approves the requests from the Amagansett PTA to sponsor the following programs for the period September 1, 2014 through on or before June 30, 2015:

**RESOLUTION #36
 PTA REQUESTS
 APPROVED**

- PTA Back-to-School Picnic
- PTA Meetings
- PTA Hot Lunches
- PTA Wellness Workshop (if applicable)
- PTA Fall Fair (if applicable)
- PTA School Photos
- PTA Family Photo Night
- PTA Thanksgiving Feast
- PTA Holiday Store
- PTA Family Fitness Night
- PTA Family Fun Night
- PTA Movie Night
- PTA Bingo
- PTA Egg Hunt
- PTA Tag Sale (if applicable)
- PTA Summer Reading Kickoff

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 President of the Board to execute the attached service agreement with Lori Longo Flynn for occupational therapy services on an as-needed basis for the 2014/2015 school year, as per attached. This agreement is retroactive to July 1, 2014.

**RESOLUTION #37
 L. FLYNN,
 OCCUPATIONAL
 THERAPY
 CONTRACT
 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 President of the Board or District Clerk to

**RESOLUTION #38
 EAST END KIDS**

execute the attached service agreement with East End Kids Therapy, Inc. for educationally related consultant support services on an as-needed basis for the 2014/2015 school year, as per attached. This agreement is retroactive to July 1, 2014.

**CONTRACT
APPROVED**

Upon motion Mary Lownes, seconded by Patrick R. Bistran and carried 5-0, the board went into executive session at 7:43 AM to discuss a personnel item.

**EXECUTIVE
SESSION**

The board returned to public session at 8:19 AM.

**RETURN TO
PUBLIC SESSION**

Upon motion of Mary Lownes, seconded by Patrick Bistran III and carried 5-0, the meeting was adjourned at 8:20 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: September 9, 2014

Cheryl E. Bloecker, District Clerk

**RESOLUTION #39
2014/2015 School Year**

September 23, 2014

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

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:

Position and Stipend

Theatrical Director Assistant	\$1,043.00/year
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Dated: September 23, 2014

Cheryl E. Bloecker, District Clerk

PUBLISHED

**RESOLUTION #40
2014/2015 School Year**

September 23, 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:

Katelyn Bonito C

Dated: September 23, 2014

Cheryl E. Bloecker, District Clerk

PUBLISHED

**RESOLUTION #41
2014/2015 School Year**

September 23, 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 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.

Dated: September 23, 2014

Cheryl E. Bloecker, District Clerk

PUBLISHED

AMAGANSETT UNION FREE SCHOOL DISTRICT
Application for Use of School Facilities – School Year 2014-2015

Name of organization: P.A.L. BASKETBALL

Contact person: ISABEL MACGURN Telephone #: 267-3131 Cell #: (516) 805-5938 Fax #: (631) 267-6169

Email: imagurn@optonline.net

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

Type of activity (purpose) 7-8th GRADE P.A.L. BASKETBALL

Date(s) & days of week needed: Monday, Tuesday, Thursday, Friday, Saturday + Sunday. 10/1/2014 - 4/1/2015
~~THU~~ 4:30-9 ~~FRI~~ SAT 2-9 Time _____
 SUN 10-6

Number of people 12-15 Adults (over 12 yrs) 2 Children (12 and under) 10-12

Who will supervise the group using the building? (Coaches name(s), phone/cell #, fax #, email):
EDEN FOSTER - eden@maidstoneclub.com
324-9017, 516-819-0401
ISABEL MACGURN - imagurn@optonline.net
516-805-5938 (c)
FAX 631-267-6169

Please note that all school, PTA or E. Hampton Town activities will take precedent over non-school or town related requests.

Will there be a registration fee for this event? YES- TEAM FEE \$700 → SYS

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 [Signature] Title: ASSISTANT COACH

ACTION BY DISTRICT:

Athletic Director:	Approved _____ (Signature & Date)	Denied _____ (Signature & Date)
Buildings & Grounds:	Approved _____ (Signature & Date)	Denied _____ (Signature & Date)
Superintendent of Schools:	Approved _____ (Signature & Date)	Denied _____ (Signature & Date)

Comments (1) Job for door will be issued for access for approved dates and times Insurance Certificate on file in District Office _____

**RESOLUTION #42
2014/2015 School Year**

September 23, 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 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.

Dated: September 23, 2014

Cheryl E. Bloecker, District Clerk

PUBLISHED

TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM

AGREEMENT

This Agreement is made and entered into this July 1, 2014 thru June 30, 2015, by and between Tri-State REACH, Inc. a New York State Corporation, and Amagansett School (herein referred to as "School District").

RECITALS:

WHEREAS, Tri-State REACH, Inc. provides an Employee Assistance Program (EAP) to school districts for the benefit of their eligible employees and

WHEREAS, School District is desirous of contracting with Tri-State REACH, Inc., to provide an EAP to its eligible employees pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Operation and administration of EAP.

During the term of this Agreement, Tri-State REACH, Inc. shall arrange for and manage an EAP for School District as described herein.

(a) The EAP shall consist of those services described in Exhibit "A" attached hereto & made a part hereof. EAP Services available through the EAP Provider will include telephone assessment & short-term telephone counseling and referral services for mental health problems/issues, work related problems, substance abuse problems.

(b) The purpose of providing the aforementioned services is to: guide, counsel and assist such employees referred to the EAP by their managers, or employees who voluntarily seek assistance from the EAP, do appropriate diagnosis and a course of treatment in order to restore their capability to perform their jobs at an acceptable level of performance.

(c) Each EAP Provider shall be a master's level, licensed counselor. A Brief Therapy counseling modality will be utilized.

(d) EAP Services will be provided by telephone at a toll-free number. Access to services will be available through supervisory referral or self-referral.

(e) In the event the Covered Person's personal problems require specialized care such as legal problems, housing problems, or consumer credit problems the EAP Provider will make referral of the Covered Person to an appropriate, pre-selected resource. Referral shall also be made for acute care needs and psychiatric care. Fees for services rendered beyond EAP & for non-EAP Services, if any, will be the responsibility of the Covered Person.

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EMPLOYEE ASSISTANCE PROGRAM**

(f) Tri-State REACH, Inc. shall not assume responsibility for supervision or for the continuing employment of any Eligible Employee; such supervision and/or decisions regarding the continuing employment of the Eligible Employee by School District shall be the sole responsibility of School District. Any return to work of an employee is completely the decision of the School District. The EAP provider provides only feedback as to the compliance with treatment and recommendations for treatment & completion of required treatment regimen.

2. Eligibility of Covered Persons. The individuals who shall be eligible to receive services under the School District's EAP shall consist of:

(a) Employees determined solely by School District, who shall be responsible for determining that such employee group complies with all applicable federal and state laws; and

(b) persons living with Eligible Employee who are under the School District's health benefits plan or for whom the Eligible Employee is the legal guardian.

3. Maintenance of Records. Tri-State REACH, Inc. shall maintain for each Covered Person receiving services through School District's EAP adequate records documenting the services provided to such covered person.

Records shall be in the form, contain such information, and be retained for such time period as is required by applicable federal and state laws, licensing requirements, and professional standards governing the provision of EAP services; provided, however, that in no event shall such records be retained for less than seven years. The EAP provider's obligation to preserve such records shall not terminate upon the termination of this Agreement.

4. Records Confidentiality. Both parties agree that confidentiality is a key element of the EAP. The confidentiality of all transactions with the identity of every person referred to, or voluntarily seeking the support of, the EAP will be maintained by Tri-State REACH, Inc. and the School District.

The records of all covered persons in the possession of Tri-State REACH, Inc. including those records maintained in accordance with paragraph 4 above, shall be treated as confidential so as to comply with all applicable federal state laws and regulations regarding the confidentiality of patient and medical records including, but not limited to, the requirements of 42 C.F.R. Part II. All information/records will be kept in a file locked in a secure filing cabinet. Only EAP staff will have access to these records. Any medical or other information regarding a covered person shall be released by Tri-State REACH, Inc. to a third party, including Employer, only upon Tri-State REACH, Inc.'s receipt, in a form that complies with all applicable federal and state laws and regulations, of written authorization from the covered person (or his or her parent or legal guardian if the covered person is a minor or incompetent).

**TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM**

School District will designate a representative of the School District who will make supervisory referrals. Any records or correspondence generated by supervisory referrals are to be kept in a locked file to be accessed only by said designated School District representative.

5. Reports to School District. Tri-State REACH, Inc. shall submit to School District annual utilization reports to include the following information regarding School District's EAP: number of covered persons utilizing the program, a review of all programming activities, and suggestions for program reinforcement. Such reports shall comply with all applicable federal and state confidentiality laws.

In the case of a supervisory referral the designated representative of the School District will be given the following information (with written consent of the employee):

- 1) Attendance of EAP telephone sessions
- 2) Adherence to a plan of correction
- 3) Prognosis

If the situation requires more detailed information (e.g. need for residential substance abuse treatment/intensive outpatient substance treatment) then a specific written consent release of information will be secured from the employee to permit the EAP counselor to assist in making arrangements for the appropriate plan of action.

Any feedback from the EAP to the School District on a supervisory referral will come from the EAP Provider directly or the EAP Program Supervisor to the designated representative of the School District. No other individuals may obtain the details of a supervisory referral unless specifically designated in writing.

6. Compensation.

(a) School District agrees to compensate Tri-State REACH, Inc. **\$18.00** per (Instructional and Administrative) employee per year and **\$0.00** per Non-Instructional employees for performance of those services provided hereunder, which shall be paid upon receipt of Tri-State REACH, Inc.'s bill payable annually or otherwise agreed to by the parties. The above-stated rate of \$18.00 per Instructional Employee per year and \$0.00 per Non-Instructional employee per year shall remain in effect for the **life of the contract** including **all** renewals. Tri-State REACH, Inc. and School District agree that the number of Instructional and Administrative employees will be fixed at **27** unless the number of employees increases or decreases by more than 10%. School District agrees to notify Tri-State REACH, Inc. of any such change in the work force. If there is a change of more than 10% there will be a charge or refund at the current rate.

(b) All EAP services described in Exhibit "A" shall be included in the EAP fee as agreed upon between Tri-State REACH, Inc. and School District. Additionally, postage associated with mailing to Eligible Employees at the request of the School District is not included in this EAP fee.

(c) School District agrees to reimburse Tri-State REACH, Inc. for any direct costs that Tri-State REACH, Inc. incurs in the creation of any specialized

**TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM**

newsletter and promotional materials for employees done at the specific request of School District. Tri-State REACH, Inc. shall be reimbursed at the rate of actual cost plus 10%. School District shall reimburse REACH, Inc. upon receipt of invoice and documentation of costs.

7. **Compliance with Applicable Law.** Tri-State REACH, Inc. shall comply with all applicable federal and state licensing requirements and shall arrange and manage School District's EAP in conformance with all applicable federal and state statutes, regulations and rules.
8. **Liability Insurance.** Tri-State REACH, Inc., at its sole cost and expense, shall, during the term of this Agreement, procure and maintain professional liability insurance covering its activities under this Agreement with limits of not less than one million dollars per occurrence and three million dollars aggregate. Tri-State REACH, Inc. shall provide written evidence of such coverage to School District upon its request. Tri-State REACH, Inc. shall require each of the EAP providers to maintain liability insurance.
9. **Term of Agreement.**
 - (a) This agreement shall be effective as of July 1, 2014 thru June 30, 2015.

This Agreement may be renewed for successive twelve month terms upon mutual written agreement between the parties unless written notice of termination of this Contract is given by one party to the other party as designated in Paragraph 9 (b) and 10 below.

- (b) During the first six month of this Agreement, Tri-State REACH, Inc. shall not be permitted to terminate this Contract except for a breach of the School District. Thereafter Tri-State REACH, Inc. may terminate this Contract for any reason upon 90 days of written notice to the School District. The School District may terminate this Contract for any reason at any time without penalty, upon 30 days written notice to Tri-State REACH, Inc.
10. **Termination for Cause.** Notwithstanding Paragraph 9 above, either party may terminate this Agreement upon thirty days written notice (the "Notice") to the other party in the event:
 - (a) the other party shall fail to perform any material duty or obligation imposed upon it by this Agreement; provided however, that the breaching party does not cure such breach within thirty days following written notice from the non-breaching party specifying the facts underlying the non-breaching party's claim that the other breach be cured.
11. **Recitals.** The parties acknowledge that the statements contained in the Recitals

**TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM**

above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

12. **Independent Contractor.** This agreement is not intended to create, nor is it to be construed as creating, any relationship between Tri-State REACH, Inc. and School District other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither Tri-State REACH, Inc. nor School District nor any of their respective officers, directors, or employees, shall act as nor be construed to be the agent, employee or representative of the other. Nothing contained in this Agreement shall prevent Tri-State REACH, Inc. from entering into similar agreements with other third parties.
13. **INDEMNIFICATION and HOLD HARMLESS PROVISION:** Tri-State REACH 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 Tri-State REACH or any of its officers, directors, agents or employees taken or made with respect to this Agreement.
14. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.
15. **Notices.** Any notice, request, demand, report, offer, acceptance, certificate or other instrument which may be required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer, and delivered to the party or sent by U.S. certified mail addressed to the other party at the address set forth below:

If to School District:

Attn:

Address:

Mrs. Janine Balnis, School Social Worker
Amagansett School
P.O. Box 7062, ~~320 Main Street~~
Amagansett, N.Y. 11960

If to

Attn:

Tri-State REACH, Inc.:
Roseann Miceli
1488 Deer Park Avenue, #294
North Babylon, New York 11703

**TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM**

16. Captions; Partial Invalidity. The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of this Agreement nor in any way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or un-enforceability of such provision shall not affect the remaining provisions of this Agreement.

17. Change in Law or Regulations. Should any statute, regulation, rule or order be entered, enacted or amended by any governmental body or agency having jurisdiction over Tri-State REACH, Inc. or School District during the term of this Agreement so as to materially effect the ability of either party to perform any provision of this Agreement, then the parties shall forthwith & in good faith renegotiate the provision of this Agreement effected by such action so that the same can be performed in accordance with such statute, regulation, rule or order.

18. Amendment. This Agreement may not be amended or modified except by a written notice executed by the parties hereto.

19. Applicable Law; Binding Effect. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their successors and permitted assigns.

20. Entire Agreement. This Agreement embodies the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior or oral or written understandings, negotiations or communications on behalf of such parties.

21. Waiver. The waiver by either party of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

22. Marketing. If the EAP requires a referral to promote its services to other School Districts, the School District's designated representative will be contacted to secure permission have the prospective client call him/her as a referral. Tri-State REACH, Inc. may list School District as its client in marketing literature and proposals with prior approval of the School District.

TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

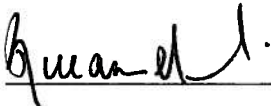
Signed and delivered in the presence of:

EAP Provider

Tri-State REACH, Inc.
1488 Deer Park Avenue, #294
North Babylon, New York 11703

Office # (631) 218-9102

By: Roseann Miceli, LMSW,

Signature: 

Title: President, Tri-State REACH, Inc.

EAP Start Date: 7/1/14

School District:

Amagansett School
P.O. Box 7062, 320 Main Street
Amagansett, N.Y. 11960

Phone: 631 267 3572

By: Cheryl E. Bloecker
(Please Print Name)

Signature: 

Title: District Clerk

Date: 9/23/2014

**TRI-STATE REACH, INC.
EMPLOYEE ASSISTANCE PROGRAM**

Exhibit "A"

A. Telephone Counseling Sessions.

Tri State National REACH EAP will provide assessment, counseling and referral services to employees and immediate family members.

If it is determined that face to face counseling is most appropriate, employee or covered family member will be referred to providers in their mental health benefits package, otherwise to appropriate community resources.

Services include 24-hour availability of assessment, counseling and referral for problems including, but not limited to, substance abuse, relationships, mental health and work related issues.

Services do not include face to face individual counseling by Tri-State REACH, Inc.

B. Promotion Materials.

1. Employee Assistance Program Membership Cards will be provided.
2. Employee Assistance Program Posters will be provided.
3. An Employee Brochure describing the Employee Assistance Program will be provided to all Employees.

**RESOLUTION #43
2014/2015 School Year**

September 23, 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 District Clerk to execute the attached service agreement with Meeting House Lane Medical Practice for School Physician services for the 2014/2015 school year.

Dated: September 23, 2014

Cheryl E. Bloecker, District Clerk

PUBLISHED

SERVICE AGREEMENT

THIS AGREEMENT made this 23rd day of September, 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 MEETING HOUSE LANE MEDICAL PRACTICE (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 386 Montauk Highway, Suite #5, Wainscott, NY 11975.

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is authorized by law to contract with independent contractors for providing School Physician services;

WHEREAS, SERVICE PROVIDER is in the business of providing services in the area of School Physician services;

WHEREAS, the SCHOOL DISTRICT desires that SERVICE PROVIDER provide School Physician services to designated students for the 2014/2015 school year; and

WHEREAS, SERVICE PROVIDER is ready, willing, and able to provide School Physician 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 July 1, 2014 – June 30, 2015 unless terminated earlier, as set forth herein.
2. **SCOPE OF SERVICES**:
 - a. SERVICE PROVIDER shall provide School Physician services during the school year for those children covered by the terms of this Agreement.
 - i. School Physicals of all students of the District as specified by the policies of the Department of Education of the State of New York who do not present a physician's certificate, and to re-examine such pupils when necessary;
 - ii. To examine teachers and other employees as occasion may require;
 - iii. To be available during normal business hours and on request or consultation concerning all reports of accidents, excuses from any of the physical activities connected to the school program, and the health literature used in the school as to its scientific accuracy and recommend indicated action to the school administrator;
 - iv. To recommend adjustments of the educational program in accordance with the individual pupil's needs and to consult with parents, teachers and pupils from time to time concerning the same;
 - v. In consultation with the School Nurse, to recommend the exclusion or re-admission of pupils in connection with any infectious or contagious disease or otherwise;

- vi. To perform such other duties as school physician as may be described in Department of Education of the State of New York bulletins covering this service and such additional duties as the Board of Education may require from time to time.

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:

<u>Service</u>	<u>Rate</u>
School Physician Services	\$800.00 per annum
School Physicals	\$25.00 per student
Office visits	An amount equal to the normal fee for such services performed at the office of the health care provider

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.
9. **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:


Meeting House Lane Medical Practice
386 Montauk Highway, Suite #5
Wainscott, NY 11975

Attn: Lara DeSanti-Siska, M.D. or Elizabeth White Fricker, DO or Casey McGowin, ANP

Amagansett Union Free School District
PO Box 7062
Amagansett, New York 11930
Attn: Mary Jo Bennett, R.N.

10. **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.
11. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.

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

By: 
DISTRICT CLERK
AMAGANSETT U.F.S.D.
POB 7062
AMAGANSETT, NY 11930-7062
TEL. 631-267-3572

By: _____
MEETING HOUSE LANE MEDICAL PRACTICE
386 MONTAUK HIGHWAY, SUITE #5
WAINSCOTT, NY 11975
TEL. 631-537-3765