

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

Board of Education Special Meeting– Tuesday September 6, 2013

District Office Conference Room

9:30 A.M.

AGENDA

-
- Call to Order
 - Roll Call
 - Pledge of Allegiance

1. CONSENT AGENDA

- a. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the appointment of Christina Tomek, who has initial certification in Music, to the position of Long Term Leave Replacement Teacher at the Todd School for the 2013-2014 school year. Ms. Tomek will be paid a salary of \$54,571 BA Step 1 as per the current BTA contract.
- b. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the appointment of Jean Gilroy, who has permanent certification in English 7-12 to the position of short-term Leave Replacement Teacher at the High School for the period September 4, 2013 to on or about October 4, 2013 at the rate of \$120.00/per day.
- c. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the creation of 11 part-time School Lunch Monitors at the Todd School, not to exceed 12.5 hours per week.
- d. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the appointment of the following part-time lunch monitors effective September 3, 2013:

Leigh Barbelet	Step 1 of the SRP contract
Mary Bates	Step 1 of the SRP contract
Donna Farnell	Step 1 of the SRP contract
Kathleen Gray	Step 1 of the SRP contract
Joanne Guiliani	Step 1 of the SRP contract
Nikki High	Step 1 of the SRP contract
Manijeh Lori Naseri	Step 1 of the SRP contract
Marisa Roffi	Step 1 of the SRP contract
Ursula Stiloski	Step 1 of the SRP contract
Cara Velardo	Step 1 of the SRP contract
Candice Meshil	Step 1 of the SRP contract

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

Board of Education Special Meeting– Tuesday September 6, 2013

District Office Conference Room

9:30 A.M.

AGENDA

- e. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve to amend the July 10, 2013 appointment of the Special Services Team Leader as follows:

Special Services Team Leaders	Roseann Mascali	\$3,011.50
Middle School – Shared Stipend	Mary Yulo	\$3,011.50

- f. Appointment of the following Middle School stipend positions for Team Leaders for the 2013-2014 school year:

6 th Grade	Julie Gallagher	\$5,237 new
7 th Grade	Nancy Kress	\$6,023
8 th Grade	Alicia Moraitis & Austin Perry	\$2,618.50 new
Shared Stipend		\$2,618.50 new

- g. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the appointment of Svetlana Ryzhik to the position of Substitute Clerical at a salary of \$11.00 per hour.
- h. RESOLVED, that the Board of Education does hereby accept the resignation of Christine Parrottino, Health Teacher, effective August 23, 2013.
- i. RESOLVED, that the Board of Education does hereby accept the resignation of Janet Mastracchio, Teacher Assistant, effective August 14, 2013.
- j. RESOLVED, that the Board of Education does hereby accept the resignation of Danielle Lerner, Teacher Assistant, effective August 21, 2013
- k. RESOLVED, that the Board of Education does hereby accept the resignation of Suzanne Lampert, Teaching Assistant, effective August 22, 2013.
- l. RESOLVED, that the Board of Education does hereby accept the resignation of Laura Scarcella, Teaching Assistant, effective August 22, 2013.
- m. RESOLVED, that the Board of Education does hereby accept the resignation of Meaghan Cristiantiello, Teaching Assistant, effective August 28, 2013.

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT
Board of Education Special Meeting— Tuesday September 6, 2013
District Office Conference Room
9:30 A.M.

AGENDA

- n. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the creation of 1.0 Probationary Guidance Counselor position.
- o. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the reinstatement of 0.71 FTE Clerk positions: 2 Part Time Clerk positions; one 15 hour/week position at the Middle School and one 10 hour week position at the High School.
- p. RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, the Board of Education does hereby approve the increase in FTE for Diane Guida from 0.60 to 0.70 FTE for the 2013-2014 school year.

2. ACTION ITEMS

a. *APPR Implementation Certification*

RESOLVED, that the Board of Education hereby ratifies the execution by the Board President and Superintendent of Schools of the Implementation Certification Form for its Annual Professional Performance Review for classroom teachers and building principals covered pursuant to Education Law Section 3012-c and Part 30-2 of the Rules of the Board of Regents.

b. *Student Assistance Services Contract*

RESOLVED, that upon the recommendation of the Acting Superintendent of Schools, Board of Education does hereby approve the Student Assistance Services Contract for the 2013-2014 school year.

Consideration of Executive Session subject to Board approval

Adjournment



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY
12234
Executive Director
New York State Education Department
Office of Teacher and Leader Effectiveness, Policy and Programs
89 Washington Avenue, 1071 EBA
Albany, NY 12234
Office: (518) 486-2573
Fax: (518) 474-4130

September 3, 2013

James Kaishian, Superintendent
Briarcliff Manor Union Free School District
45 Ingham Rd.
Briarcliff Manor, NY 10510

Dear Superintendent Kaishian:

We are in receipt of your APPR Implementation Certification filed with NYSED on August 29, 2013. This letter will confirm that by selecting the 3rd option on page 2 of the Certification your district has stated that your most recently approved APPR Plan will remain in effect until a further plan has been agreed upon and approved by the Commissioner.

Please be advised that your plan is now locked and may not be edited. If you wish to make any changes to your current plan, please contact NYSED at the following e-mail address: educatoreval@mail.nysed.gov.

Thank you for your cooperation in this matter.

Sincerely,

Dr. Julia Rafal-Baer

cc: James Langlois

CONTRACTED SERVICES AGREEMENT

AGREEMENT made effective as of the ____ day of _____, 2013 between the Briarcliff Manor Union Free School District (**School District**) and Student Assistance Services Corporation (**SAS**) in consideration of the performances set forth herein, it is covenanted and agreed between the parties as follows:

WHEREAS, **SAS** operates a comprehensive educational, prevention and intervention program and has the capacity for providing drug and alcohol prevention services to students and families, and

WHEREAS, the **School District** wishes to make available such a program including individual and small group counseling services, parent consultation, school-wide awareness activities, community education programs, and referral services for students and families residing within the **School District**, now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Services Provided by SAS**

SAS will provide student assistance program services in the Briarcliff High School and Briarcliff Middle School for the 2013-2014 school year as described herein. A student assistance counselor, with appropriate educational credentials and experience, and with special training in substance abuse prevention and experience with adolescents, will be assigned to work in the school five days per week, in accordance with the school calendar and hours of instruction per day.

- a) The student assistance counselor will provide comprehensive substance abuse prevention/intervention services for each student referred. Participation of students is strictly voluntary. Students who work with the student assistance counselor are self-referred, referred by school staff, parents and friends.
- b) The student assistance counselor will organize educational activities for students to correct erroneous perceptions about substance use and to teach students skills to identify and resist social pressures to use substances. The counselor will provide on-going consultation to parents, staff and community groups.
- c) Services provided to each student and family shall remain confidential to the extent provided by applicable state and/or federal law.
- d) **SAS** will be responsible for the initial credentialing of the student assistance counselor, and shall be responsible for ongoing supervision as follows:
 - (i) **SAS** will provide the student assistance counselor with clinical supervision, consisting of not less than one hour per week during the ten months school is in session;

(ii) SAS will provide two weeks of staff development activities and in-service training for the student assistance counselor, primarily during the month of August.

e) SAS will, with the cooperation of the **School District**, make all arrangements necessary for the student assistance counselor to be fingerprinted and cleared by the New York State Education Department to provide direct student services in public schools.

f) The student assistance counselor will be expected (i) to adhere to the requirements of the **School District's** Code of Conduct applicable to adults present in the schools of the **School District**, (ii) to observe the norms of professional conduct and decorum generally applicable to the **School District's** professional staff, and (iii) to be professional and appropriate at all times in dealing with students and parents. If, in the reasonable judgment of the **School District**, the student assistance counselor is not appropriate, then at the option of the School District, SAS shall be required forthwith to replace the student assistance counselor, or this Agreement may be terminated without notice.

2. Payment

In return for services provided by SAS, the **School District** agrees to pay SAS a total amount not to exceed **Sixty Seven Thousand One Hundred Fifty Dollars (\$67,150.00)** in four equal installments of Sixteen Thousand Seven Hundred Eighty Seven Dollars And Fifty Cents (\$16,787.50), due on September 16, 2013, December 16, 2013, March 14, 2014, and June 16, 2014. SAS will provide the **School District** with an invoice thirty days before each of these dates.

In the event SAS incurs savings because the position fails to be filled under the terms of this agreement, appropriate modifications shall be made to this amount. SAS will provide a detailed explanation of any modification. The **School District** recognizes and acknowledges the Student Assistance Program operates 12 months per year, and the New York State Office of Alcoholism and Substance Abuse Services' requirement for the student assistance counselor to be a 12 month employee, as a condition for receiving New York State aid. Accordingly, during the summer months each year, the student assistance counselor will attend in-service training programs and participate in staff development activities provided by SAS, visit agencies to keep up-to-date on new programs and services, all of which enable the student assistance counselor to provide the substance abuse prevention/intervention program during the school year.

Additionally, SAS requires the student assistance counselor to attend after-school, evening and weekend activities during the school year, necessary for outreach to students, families and school staff, and to increase the effectiveness of the program. The **School District** will not be charged an additional amount to cover the cost of professional training, or for the additional non-school hours required by SAS and provided by the student assistance counselor, however, the **School District** acknowledges and recognizes the beneficial nature of the additional hours worked by the student assistance counselor, and agrees the additional time will be included in the computation if it is necessary to modify the amount paid under this agreement as a result of termination or decrease in service.

3. **Non-Assignability**

This Agreement shall not be assigned without the express written consent of the **School District**.

4. **Termination**

Except as otherwise provided in Paragraph 1(f) above, this Agreement may be terminated by either party upon 45 days written notice to the other party. In the event either party shall exercise its option to terminate, **SAS** shall be entitled to retain or receive only that pro-rata portion of the total fee provided herein which corresponds to the portion of the services provided in this Agreement having been actually performed by **SAS** prior to the effective date of termination.

5. **Relationship of the Parties**

a) This Agreement does not create a relationship of employer and employee, master and servant or principal and agent as between the **School District** and **SAS**, nor does it constitute the parties as partners or co-venturers of any nature. It is the parties' intention that **SAS**, including its employees and subcontractors, will be an independent contractor and not the **School District's** employee(s) for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payment provisions, Federal Insurance Contribution Act (FICA), the Social Security Act, the Federal Unemployment Tax Act (FUTA), the Family Medical Leave Act (FMLA), the provisions of the Internal Revenue Code, the New York State Revenue and Taxation Laws, the New York State Workers Compensation Law, the New York State Unemployment Insurance Law, the provision of vacation, sick leave and/or health and hospitalization benefits, compliance with any collective bargaining agreement, and any other payments and contributions, including contributions to a retirement system or plan.

b) **SAS** is a separate and independent enterprise from the **School District**, which conducts other business, and for which a high level of skill is required. The **School District** shall not be liable for any obligation incurred by **SAS** including its employees and subcontractors, if any, including but not limited to unpaid minimum wages and/or overtime premiums.

c) **SAS** acknowledges it is being retained by the **School District** as an independent contractor, and the services to be performed pursuant to this Agreement do not constitute employment by the **School District**. This Agreement does not confer benefits of any nature whatsoever other than payment for services as provided herein.

6. **Insurance**

SAS shall maintain the following insurance coverage in conjunction with the services to be performed hereunder and shall provide appropriately endorsed Certificates of Insurance evidencing the following, with the **School District**, its officers, employees and agents, named as an additional named insured under such policy or policies:

a) Worker's Compensation Insurance covering all members of **SAS**.

- b) General liability insurance with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate
- c) Professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

7. **Term**

This Agreement shall be effective for the period July 1, 2013 through June 30, 2014.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective as of the day and year first above written.

BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT

By: _____
James Kaishian
Superintendent of Schools

STUDENT ASSISTANCE SERVICES CORPORATION

By: _____
Ellen R. Morehouse
Executive Director