

**MALVERNE UNION FREE SCHOOL DISTRICT**  
**Regular Board of Education Meeting**  
**Tuesday February 10, 2015**  
**8:00 P.M.**

**BOARD MEMBERS**

Josephine Bottitta, President  
John Tulley, 1<sup>st</sup> Vice President  
Danielle Hopkins, 2<sup>nd</sup> Vice President  
Michael Taylor, Trustee  
Marguerite O'Connor, Trustee

**ADMINISTRATION**

Dr. James H. Hunderfund, Superintendent  
RoseLinda Ricca, Assistant Superintendent of  
Curriculum and Instruction  
Dr. Spiro Colaitis, Assistant Superintendent of  
District Operations  
Christopher Caputo, Business Administrator

**BOARD OFFICER**

Lisa Ridley, District Clerk  
Arthur R. Venezia, Treasurer

**BOARD COUNSEL**

Frazer & Feldman, LLP

**AGENDA**

**I. CALL TO ORDER**

**II. EXECUTIVE SESSION**

**III. PLEDGE OF ALLEGIANCE**

**IV. MINUTES**

Approval of January 13, 2015 Regular Board of Education Meeting Minutes

**V. TREASURER'S REPORT**

Approval of January 2015 Treasurer's Report

**VI. RECEIPTS OF FINANCIAL REPORTS**

- A. Claims Audit Reports: January 2015.
- B. Trial Balance Reports January 2015
- C. Revenue Status Reports: January 2015
- D. Appropriation Status Reports: January 2015
- E. Cash Flow Status Report: January 2015
- F.. Budget transfers under \$20,000 Report: January 2015

**VII. COMMUNICATIONS**

**VIII. SUPERINTENDENT'S REPORT/ ANNOUNCEMENTS**

1. Grants
2. Budget Presentation 2015-2016

**IX. PERSONNEL**

- A. Terminations  
None
- B. Resignations  
Civil Service (1)
- C. Leaves of Absence  
None
- D. Appointments
  1. Civil Service (2)
  2. Saturday Academy (1)
  3. Interscholastic-Fall/Winter 2014/2015 (3)
  4. Interscholastic-Spring 2014/2015 (22)
  5. Malverne Teacher Center 2014/2015 (6)
  6. Twilight School Program 2014/2015 (1)
- E. Supplemental
  1. Approval of the following clubs 2014-2015 (1)  
Math/Science Experiment Club MWD
  2. Appoint the following personnel to teach extra classes (4)
  3. Appoint the following personnel to an additional .4 (1)
  4. Appoint the following personnel for Technology Coordinator (1)

**XI. NEW BUSINESS**

- A. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District accepts the donation of \$700 from **Target**(Target Field Trips).
- B. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approve and adopt the **Malverne UFSD Professional Development plan** for 2014-2017 school years.
- C. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District adopts the **Houghton Mifflin Harcourt –Go Math Series textbook for grades K-5** for the 2015-2016 school year.
- D. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the contract from **Consulting That Makes A Difference Inc.** to provide educational consulting services for the 2014/2015 school year

BE IT FURTHER RESOLVED that the Board authorizes the Board president to execute said contract.

- E. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the following **Health & Welfare Contracts** for the 2014-2015 school year:

Brentwood UFSD  
East Rockaway UFSD  
Elmont UFSD  
Franklin Square UFSD  
Freeport UFSD  
Glen Cove City Schools  
Miller Place UFSD  
North Bellmore UFSD  
Oceanside UFSD  
Roosevelt UFSD  
Sewanhaka CHSD  
Valley Stream CHSD  
Valley Stream UFSD #13  
Valley Stream UFSD #30  
West Hempstead UFSD

BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.

- F. BE IT HEREBY RESOLVED that the Board Of Education of the Malverne Union Free School District approves the following transportation contracts for the 2014/2015 school year:

**Veteran's**

- Martin DePorres School

BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.

- G. BE IT HEREBY RESOLVED that the Board of Education of the Malverne Union Free School District approves the contract with **Dominick Vulpis for CPR/AED Training, February 24, 2015.**

BE IT FURTHER RESOLVED that the Board authorizes the Board President to execute said contract.

- H. BE IT HEREBY RESOLVED, that the Board of Education of the Malverne Union Free School District accepts the 2013-14 Single Audit report and corrective action plan in response to the **2013-14 Single Audit of R.S. Abrams.**

- I. BE IT HEREBY RESOLVED that the Board of Education shall approve the following transfer of funds for the 2014-2015 school year recommended by the Superintendent of Schools.

ACCOUNT CODE		FROM	TO
A9060.801.00	Health Insurance	\$70,000	
A1620.406.03	B&G Repairs-Dav		\$70,000
A2280.490.00	Boces -OCC Ed Tuition	\$30,000	
A1620.406.02	B&G Repairs -HTH		\$30,000

**XII. POLICIES**

None

**XIII. CURRICULUM MATTERS / STUDENTS SERVICES**

BE IT HEREBY RESOLVED that the Board of Education approves the recommendations at the February 10, 2015 Board of Education meeting made by the Committee on Special Education for meetings held on,10/14/2014, 10/29/2014, 11/07/2014, 11/14/2014, 11/17/2014, 11/21/2014, 11/24/2014, 12/04/2014, 12/ 11/2014, 12/16/2014, 12/17/2014 and 1/09/2015 and 1/21/2015

BE IT FURTHER RESOLVED that the Board of Education approves the recommendations made by the Subcommittee on Special Education for meetings held on 10/09/2014, 10/14/2014, 12/15/2014, 12/16/2014, 12/23/2014, 01/26/2015and recommendations made by the Committee on Preschool Special Education for meetings held on 1/07/2015 and 01/20/2015.

**XIV. GENERAL DISCUSSION**

**XV. PUBLIC PARTICIPATION**

**XVI. DATES TO REMEMBER**

February 16-20	Mid - Winter Recess Schools Closed
February 24	Budget Review & Public Discussion 7:00 pm @ MHS Library
February 25	MHS-Athletic Winter End of Season Awards 7:00 pm @ MHS Gym
March 3	MHS –Budget Review and Public Discussion 7:00 pm @ MHS Library
March 4	MHS –Musical /Senior Citizen Performance 6:00 pm @HTH Auditorium
March 6	MHS –Musical 8:00 pm @HTH Auditorium
March 7	MHS –Musical Matinee 1:30 pm @HTH Auditorium
	MHS –Musical 8:00 pm @HTH Auditorium

March 10 Board of Education Meeting 8:00 pm  
@ MHS Library

March 13 Superintendent's Conference Day-  
Schools closed for students

**XVII. ADJOURNMENT**



XI.D  
"One person can make a difference, and everyone should try."

-John F. Kennedy

THIS SERVICE AGREEMENT dated this 12th day of January, 2015

**BETWEEN:**

**Malverne Union Free School District**  
301 Wicks Lane  
Malverne, NY 11565  
(the "Customer")

- AND -

**Consulting That Makes A Difference, Inc. of**  
1070 Middle Country Road  
Suite 7, Box 223  
Selden, NY 11784  
(the "Service Provider")

**Service Agreement**

**BACKGROUND:**

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement and Scope of Services**

1. Service Provider shall provide educational consulting services during 2014-2015. These services may include, but are not limited to, workshops, classroom visitations and team meeting attendance and facilitation.

**Consulting That Makes A Difference, Inc.**  
1070 Middle Country Road. Suite 7. Box 223. Selden, NY 11784  
Phone: 631-680-8470. [CMDI@optonline.net](mailto:CMDI@optonline.net). [www.cmdi.us](http://www.cmdi.us)



"One person can make a difference, and everyone should try."

-John F. Kennedy

### **Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until June 30, 2015.

### **Performance**

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Compensation and Payment Schedule**

4. In full consideration for the services to be rendered by SERVICE PROVIDER to CUSTOMER for the term of this Agreement, CUSTOMER agrees to pay SERVICE PROVIDER the following rates: \$375 per half day (up to 3 hours of service) and 750.00 per day (up to 6 hours of service) for coaching services; \$1000 per half day (up to 3 hours) and \$1875.00 per day (up to 6 hours) for workshops. SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to SERVICE PROVIDER shall be made within thirty days from receipt of invoice from SERVICE PROVIDER.

### **Cancellation Policy**

5. CUSTOMER must notify SERVICE PROVIDER of a cancellation of a scheduled consultation date in advance of 14 calendar days of scheduled date. Cancellation of a scheduled consultation date within less than 14 calendar days from scheduled date must be rescheduled within 30 days of original scheduled date or CUSTOMER agrees to pay for cancelled date in full according to the compensation and payment schedule set forth in this agreement.

### **Modification of Agreement**

6. This Agreement may only be altered, amended, or modified by written assignments signed by all the parties hereto.

### **Independent Contractor**

7. SERVICE PROVIDER acknowledges that she will not hold herself as employees of SCHOOL DISTRICT. SERVICE PROVIDER is retained by SCHOOL DISTRICT only for the purposes and the extent set forth in this Agreement, and her/his relationship to SCHOOL DISTRICT shall, during the periods of her 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 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 her 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 to

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entitlements pursuant to any collective bargaining agreement now or hereafter in effect between SCHOOL DISTRICT and its employees.

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

CONSULTING THAT MAKES A DIFFERENCE, INC.

By *Diane Ripple*  
DIANE RIPPLE,  
President

Malverne Union Free School District

By \_\_\_\_\_ (signature)  
\_\_\_\_\_  
(printed name)  
\_\_\_\_\_  
(title)

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XIG

Dominick Vulpis

January 21, 2015

Malverne School District  
301 Wicks Lane  
Malverne, NY 11565

Agreement for Consultant Services  
CPR/AED Training, February 24, 2015

Agreement made between the Malverne School District and Dominick Vulpis. In consideration of the services set forth herein, it is covenanted and agreed between the parties as follows:

The client will engage the contractor to provide services as a CPR/AED and First Aid instructor to the coaching staff of the Malverne School District.

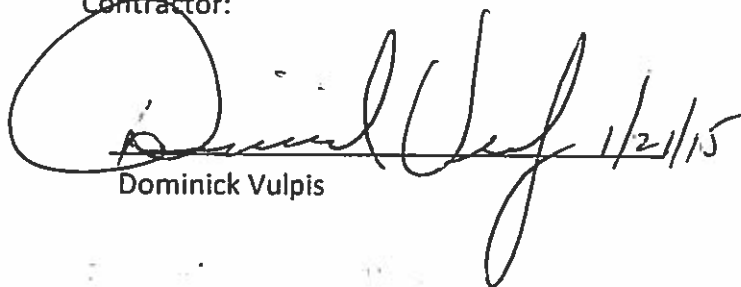
The contractor will provide services on Tuesday, February 24, 2015 from 3:30pm -7:30pm.

The client agrees to pay the contractor \$45.00 per coach trained – approximately 20 coaches will be taking the course.

Client:

\_\_\_\_\_  
Josephine Bottitta (BOE President)  
Malverne School District  
301 Wicks Lane  
Malverne, NY 11565

Contractor:

  
\_\_\_\_\_  
Dominick Vulpis