

AGENDA
Annual Organizational Meeting and July 2022 Regular Business Meeting
Rocky Point Schools - Board of Education
July 13, 2022

I. OPENING OF MEETING BY DISTRICT CLERK

- a. Meeting called to order: Time _____
- b. Edward Casswell
Michael Lisa
Susan Sullivan
Erin Walsh
Jessica Ward
Scott O'Brien, Ed.D., Superintendent of Schools
Susann Crossan, Assistant Superintendent
Christopher Van Cott, Assistant Superintendent for Business
Kelly White, District Clerk
- c. Pledge of Allegiance to the Flag

II. DISTRICT CLERK ADMINISTERS OATH OF OFFICE TO RE-ELECTED BOARD MEMBER SUSAN SULLIVAN

III. ELECTION OF OFFICERS

a. **ELECTION OF THE PRESIDENT OF THE BOARD**

(Ed. Law 1701, 2504, 2563)

- 1. Nominations
- 2. Vote
- 3. Administer Oath to President by the Clerk:

“I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the President of the Board of Education according to the best of my ability.”

- 4. **The President becomes the Chairperson of the meeting.**

b. **ELECTION OF VICE PRESIDENT OF THE BOARD**

- 1. Nominations
- 2. Vote
- 3. Administer Oath to Vice President by the Clerk:

“I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New York, and that I will faithfully discharge the duties of the Vice-President of the Board of Education according to the best of my ability.”

IV. ANNUAL APPOINTMENTS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Board of Education make the following appointments for the 2022-2023 fiscal year at the annual expense indicated below:

OFFICERS			
ITEM	POSITION	NAME	ANNUAL EXPENSE
1	District Clerk	Kelly White	\$18,423 per year
2	Assistant District Clerk	Loretta Sanchez	Current hourly rate for regular time and overtime, as required by the BOE
3	District Treasurer	Virginia Holloway	No additional compensation beyond contractual wages
4	Deputy District Treasurer	Linda Bilski	Current hourly rate for regular time and overtime as required by the Board of Education
5	Claims Auditor / Extra-Classroom Activity Accounts Claims Auditor	Dennehy Accounting Services	\$19,200 per year for weekly service
NON-OFFICERS			
	POSITION	NAME	ANNUAL EXPENSE
6	Tax Collector	Virginia Holloway	No additional compensation beyond contractual wages
7	Treasurer—Extra Classroom Activities Accounts	Linda Bilski	\$8,318 per year
8	External Auditors	R.S. Abrams & Co.	\$32,600 per year
9	Internal Auditor	Nawrocki Smith, LLP	\$18,500 per year
10	General/Labor Counsel	Kevin Seaman, Esq.	Yearly retainer fee: \$25,000. Per hour fee of \$200 for litigation services.
11	Bond Counsel	Hawkins Delafield and Wood, LLP	As per contract
12	School Physicians	Rocky Point Medical Care, P.C. (Dr. Gil); Concussion Specialists (at no cost to the district): Jennifer Gray, DO, Anuja Korlipara, MD, Mark Harary, MD, and Hayley Queller, MD, Danielle DeGiorgio, DO, and Brett Silverman, DO, of the St. Charles Hospital ImPACT Program	As per contracts – Rocky Point Medical Care; ImPACT Program at no cost to district
13	Purchasing Agent	Debra Hoffman	\$31,151 per year
14	Deputy Purchasing Agent	Christopher Van Cott	No additional compensation beyond contractual wages
15	Audit Committee Members	Edward Casswell, Michael Lisa, Susan Sullivan, Erin Walsh, Jessica Ward	N/A

16	Incarcerated Youth/Designated Educational Official	Aaron Factor	No additional compensation beyond contractual wages
17	Homeless and Foster Children and Youth	Amy Canzanella, Liaison	As per BOE appointment
18	FERPA Officer	Aaron Factor	No additional compensation beyond contractual wages
19	Medicaid Compliance Officer	Andrea Moscatiello	No additional compensation beyond contractual wages
20	Section 504 Coordinators	Jonathan Hart (RPHS), James Moeller (RPMS), Linda Greening (JAE), Jason Westerlund (FJC), Andrea Moscatiello (District)	No additional compensation beyond contractual wages
21	Title IX Coordinators / Complaint Officers	Aaron Factor, Susann Crossan, Christopher Van Cott, and District General Counsel	No additional compensation beyond contractual wages for employee coordinators; as per contract for General Counsel
22	Americans with Disabilities Act (ADA) Coordinator	Susann Crossan	No additional compensation beyond contractual wages
23	Records Management Officer	Christopher Van Cott	No additional compensation beyond contractual wages
24	Records Access Officer	Christopher Van Cott	No additional compensation beyond contractual wages
25	Records Appeal Officer	Dr. Scott O'Brien	No additional compensation beyond contractual wages
26	Federal Child Nutrition Program Hearing Official	Maureen Branagan	No additional compensation beyond contractual wages
27	Federal Child Nutrition Program Reviewing Official	Maureen Branagan	No additional compensation beyond contractual wages
28	Federal Child Nutrition Program Verification Official	Maureen Branagan	No additional compensation beyond contractual wages
29	Asbestos Officer / AHERA LEA Designee	Paul Martinez	No additional compensation beyond contractual wages
30	Chemical Hygiene Officer	Paul Martinez	No additional compensation beyond contractual wages
31	School Pesticide Officer	Paul Martinez	No additional compensation beyond contractual wages

32	Attendance Officers	Jonathan Hart (RPHS), James Moeller (RPMS), Linda Greening (JAE), Jason Westerlund (FJC)	No additional compensation beyond contractual wages
33	Dignity Act Coordinators	Jonathan Hart (RPHS); Michael Gabriel (RPHS); Lauren Neckin (RPHS); James Moeller (RPMS); Dawn Meyers (RPMS); Dr. Courtney Herbert (RPMS); Linda Greening (JAE); Benjamin Paquette (JAE); Jason Westerlund (FJC); Nicole Pletka (FJC); Susann Crossan (District-wide)	No additional compensation beyond contractual wages
34	Certifier of Payrolls	Dr. Scott O'Brien	No additional compensation beyond contractual wages
35	Chief Privacy Officer	Aaron Factor	No additional compensation beyond contractual wages
36	Data Protection Officer	Aaron Factor	No additional compensation beyond contractual wages
35	Residence Determination Designee	Aaron Factor	No additional compensation beyond contractual wages
36	ESSA-Funded Programs Coordinator	Aaron Factor	No additional compensation beyond contractual wages
37	Migrant Student Data Point of Contact	Aaron Factor	No additional compensation beyond contractual wages
38	Neglected/Delinquent Transition Liaison	Aaron Factor	No additional compensation beyond contractual wages
39	District Emergency Management Coordinator	Charles Delargy	No additional compensation beyond contractual wages
40	Districtwide School Safety Team	As indicated in the BOE-approved Safety Plan	NA

Ayes _____

Nays _____

Motion Carried _____

Or

Motion Defeated _____

V. DESIGNATIONS

A. OFFICIAL BANK DEPOSITORY - ALL FUNDS

(Ed. Law 2129, 2130; Comm. Reg. 170.2)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the following Banks and/or Trust Companies be and are hereby designated as the official depositories for the district funds during the school year 2022-2023 :

- JP Morgan Chase Bank, N.A.
- TD Bank
- Capital One Bank
- Bridgehampton National Bank
- Sterling National Bank

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

B. REGULAR MONTHLY MEETINGS

(Ed. Law 1708 (quarterly), 2504)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the regular business school board meetings for the 2022-2023 school year be held at times and locations to be identified prior to date of each meeting, on the following dates:

August 29, 2022	Regular Meeting
September 19, 2022	Regular Meeting
October 17, 2022	Regular Meeting
November 14, 2022	Regular Meeting
December 12, 2022	Regular Meeting
January 9, 2023	Regular Meeting
February 6, 2023	Regular Meeting
March 13, 2023	Regular Meeting
March 27, 2023	Regular Meeting
April 19, 2023	Regular Meeting / BOCES Budget Vote and Elections
May 2, 2023	Public Hearing (Budget) (Ed. Law 2018 (5))
May 16, 2023	Regular Meeting & Budget Vote/Election (Ed. Law 2022-a)
June 12, 2023	Regular Meeting
July 6, 2023	2023-2024 Organizational Meeting/Regular Meeting

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

**C. DISTRICT ANNUAL PUBLIC HEARING/BUDGET VOTE/ELECTION
(Ed. Law 2022-a; Ed. Law 2018 (5))**

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that pursuant to Section 2022-a of the Education Law the third Tuesday in May (May 16, 2023) is hereby designated as the date of the Annual Meeting to vote upon the appropriation of the necessary funds to meet the estimated expenditures of the school district, on any propositions involving the expenditure of money or authorizing the levy of taxes, and for the election of the members of the Board of Education; and that the 2nd day of May 2023, is hereby designated as the District Public Hearing date to review the proposed budget that will be voted upon on May 16, 2023.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

**D. OFFICIAL NEWSPAPERS
(Ed. Law 2004; Gen. Municipal Law 103)**

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the official school district newspapers designated for legal notices are *The Village Beacon Record*, *The Long Island Business News* and *Newsday* for the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

VI. OTHER APPOINTMENTS

**A. COMMITTEE/SUBCOMMITTEE ON SPECIAL EDUCATION:
(Comm. Reg. Subchapter P, Part 200)**

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that in accordance with Commissioner's Regulations, Part 200, each Board of Education shall appoint a Committee/Subcommittee on Special Education in accordance with the provisions of the Education Law, Section 4402. The following people and positions are recommended for Board of Education approval for the 2022-2023 school year:

Chairperson	Andrea Moscatiello
Chairperson	Kristen White
Chairperson	Susan Randazzo

Chairperson	Michael Sherer
Alternate Chairperson	TBD
Alternate Chairperson	Mark Muchnik
Alternate Chairperson	Diana Konsky
Alternate Chairperson	Juliet Williams
Alternate Chairperson	Meredith Picone
Additional Parent Member	Jenny Andersson
Additional Parent Member	Maryanne Palmese
Additional Parent Member	Michelle Meyers
School Psychologist	TBD
School Psychologist	Mark Muchnik
School Psychologist	Diana Konsky
School Psychologist	Juliet Williams
School Psychologist	Meredith Picone
District Special Education	Teacher Members
District General Education	Teacher Members
School Physicians	Rocky Point Medical Care, P.C. (Dr. Gil)

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

B. APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Rocky Point Board of Education approves the appointment of a generic representative of the Suffolk County Department of Social Services for the Rocky Point Committee on Preschool Special Education which would be at the discretion of Suffolk County for the 2022-2023 school year.

BE IT FURTHER RESOLVED, that the Rocky Point Board of Education approves the appointment of a representative of the providing testing agency as a generic member of the Rocky Point Committee on Preschool Special Education for the 2022-2023 school year.

BE IT FURTHER RESOLVED, that in accordance with Commissioner’s Regulations, Part 200, each Board of Education shall appoint a Committee on Preschool Special Education. The following people and positions are recommended for Board of Education approval for the 2022-2023 school year:

Chairperson	Andrea Moscatiello
Chairperson	Kristen White
Chairperson	Susan Randazzo
Chairperson	Michael Sherer
Alternate Chairperson	TBD
Alternate Chairperson	Mark Muchnik
Alternate Chairperson	Juliet Williams
Alternate Chairperson	Meredith Picone
Additional Parent Member	Jenny Andersson
Additional Parent Member	Maryanne Palmese

Additional Parent Member	Michelle Meyers
School Psychologist	TBD
School Psychologist	Mark Muchnik
School Psychologist	Diana Konsky
School Psychologist	Juliet Williams
School Psychologist	Meredith Picone
District Special Education	Teacher Members
District General Education	Teacher Members
School Physicians	Rocky Point Medical Care, P.C. (Dr. Gil)

Evaluator: For any meetings prior to the initial recommendation, a professional who participated in the evaluation of the child for whom services are first being sought.

Teacher: For any meeting held to review or re-evaluate the status of the preschool child, the child's Preschool Teacher.

Suffolk County Representative: For a child in transition from an early intervention program, the appropriately licensed or certified professional from the Department of Health Program.

Ayes _____ Motion Carried _____
 Or
 Nays _____ Motion Defeated _____

C. SURROGATE PARENT:

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that in accordance with Commissioner's Regulations, Part 200, each Board of Education shall appoint a Surrogate Parent in accordance with the provisions of the Education Law, Section 4402. The following person is recommended for Board of Education approval for the 2022-2023 school year to serve as a Surrogate Parent:

Michelle Meyers
 Mary Anne Palmese
 Jenny Andersson

Ayes _____ Motion Carried _____
 Or
 Nays _____ Motion Defeated _____

D. (1) IMPARTIAL HEARING OFFICERS (As per the provisions of Chapter 403 of the Laws of 1993 Commissioner of Education Mandate Amendment to Section 4404(1) of the Education Law)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

IT IS HEREBY RESOLVED, that pursuant to a parental request for an Impartial Hearing is filed pursuant to the Individuals with Disabilities in Education Act (IDEA), the Board of Education will arrange for an impartial due process hearing to be conducted.

RESOLVED, the Board will immediately-but not later than two (2) business days after receipt of the due process complaint notice or mailing of the due process complaint notice to the parent-initiate the process to select an impartial hearing officer (IHO) through a rotational selection process. To expedite this process, the Board may designate one (1) or more of its members to appoint the IHO on its behalf.

RESOLVED, the District will utilize the New York State Education Department's Impartial Hearing Reporting System (IHRS) to access the alphabetical list of the names of each IHO certified in New York State and available to serve in the District. The appointment of an IHO will be made only from such list and in accordance with the alphabetical rotation selection process and the timelines and procedures established by the Commissioner of Education. The District will record and report to the State Education Department required information relating to the selection of IHOs and the conduct of impartial due process hearings according to the manner and schedule specified by the Department.

D. (2) COMPENSATION OF IMPARTIAL HEARING OFFICERS (IHO)

IT IS HEREBY FURTHER RESOLVED, as per the Board of Education District Policy No. 7670, the District will be responsible for compensating the IHO for prehearing, hearing and post hearing activities at the rate agreed upon at the time of the IHO's appointment.

D. (3) 2022-2023 COMPENSATION SCHEDULE FOR IMPARTIAL HEARING OFFICERS

BE IT FURTHER RESOLVED, that the Rocky Point Board of Education approves the 2022-2023 Compensation Schedule for Impartial Hearing Officers in accordance with the following:

Pursuant to 8 NYCRR 200.21, compensation for Impartial Hearing Officers for pre-hearing, hearing, and post-hearing activities shall be the maximum rate prescribed in a schedule approved by the director of the Division of the Budget. For the 2022-2023 school year the rate is \$100.00 per hour.

The District will also reimburse the IHO for certain travel and other hearing-related expenses (e.g., duplication and telephone costs) pursuant to the schedule.

The School District shall not reimburse Impartial Hearing Officers for any meal or lodging expenses they may incur.

The School District shall, upon review and approval of properly submitted documentation, reimburse Impartial Hearing Officers for automobile travel at the most recent mileage rate approved by the Internal Revenue Service and for the cost of tolls necessarily incurred as a result of attending the impartial hearing. However, the maximum amount reimbursed by the School District for mileage and travel related expenses shall not exceed \$50.00 per day for each day the Impartial Hearing Officer attends the hearing.

Ayes _____

Motion Carried _____

Or

Nays _____

Motion Defeated _____

VII. AUTHORIZATIONS

A. AUTHORIZATION FOR CHIEF SCHOOL OFFICER TO FILE APPLICATIONS AND GRANTS IN COMPLIANCE WITH FEDERAL AND STATE REGULATIONS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that Dr. Scott O’Brien, Chief School Officer, be hereby authorized as district representative to file all applications in compliance with Federal and State regulations and grants for the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

B. AUTHORIZATION TO APPROVE CONFERENCE, WORKSHOP, ETC. REQUESTS (General Municipal Law 77.b)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that Dr. Scott O’Brien, Superintendent of Schools, and/or his designee, be authorized to approve all conferences, workshops, etc. requests for school district staff members for the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

C. AUTHORIZATION TO ESTABLISH PETTY CASH FUNDS (Comm. Reg. 170.4)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Administration be authorized to establish petty cash funds for the 2022-2023 school year as follows:

Central Office – Dr. Scott O’Brien	\$100.00
Business Office – Christopher Van Cott	\$100.00
Rocky Point High School – Jonathan Hart	\$100.00
Rocky Point Middle School – James Moeller	\$100.00
Joseph A. Edgar School – Linda Greening	\$100.00
Frank J. Carasiti Elementary School – Jason Westerlund	\$100.00

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

D. DESIGNATION OF AUTHORIZED SIGNATURES ON CHECKS (Ed. Law 1709-29; Comm. Reg.. 170.4)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that Virginia Holloway, School District Treasurer, be authorized to sign checks for the 2022-2023 school year, and that Linda Bilski, Deputy School District Treasurer, and Christopher Van Cott, Assistant Superintendent for Business, and Dr. Scott O'Brien, Superintendent of Schools, be authorized to sign checks for the 2022-2023 school year in the absence of Virginia Holloway; and furthermore that two signatories be required for any check exceeding \$10,000 and that the signatories for such checks be the School District Treasurer and the Superintendent of Schools or the Assistant Superintendent for Business.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

E. AUTHORIZATION FOR CHIEF SCHOOL OFFICER and ASSISTANT SUPERINTENDENT FOR BUSINESS TO APPROVE BUDGET TRANSFERS (Ed. Law 1720, 2523)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that, pursuant to Commissioner's Regulation Section 170.2 and accordance with Board of Education policy number 5330, Dr. Scott O'Brien, Chief School Officer and Christopher Van Cott, Assistant Superintendent for Business be authorized to approve budget transfers during the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

F. AUTHORIZATION FOR USE OF CHECK SIGNER

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Deputy School District Treasurer and the School District Treasurer shall have use of their own check signer with USB flash drive devices containing the signature of the Deputy School District Treasurer and the School District Treasurer, respectively.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

G. AUTHORIZATION TO INVEST DISTRICT FUNDS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that Virginia Holloway, District Treasurer, during the school year 2022-2023, and in her absence, Linda Bilski, Deputy District Treasurer, be authorized to invest district funds in accordance with the applicable state laws - Ed. Law 1723 (a).

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

H. AUTHORIZATION TO ENTER INTO AGREEMENT FOR COOPERATIVE EDUCATIONAL SERVICES WITH EASTERN SUFFOLK BOCES

Upon a motion made by _____, seconded by _____ the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education enters into an agreement for Cooperative Educational Services with the Eastern Suffolk BOCES for fiscal year 2022-2023 at an estimated cost of \$7,787,671.00 subject to change based on the actual needs for programs and services during the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

VIII. OTHER ITEMS

A. BONDING OF EMPLOYEES AND SCHOOL BOARD MEMBERS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, in order to meet the faithful performance provision of the Public Officers Law, the District will maintain a \$3,000,000 per loss limit bonding insurance policy for all employees and school board members; irrespective of names, positions or job titles.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

B. ESTABLISH MILEAGE REIMBURSEMENT RATE (Ed. Law 2118)

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Board of Education establishes the mileage rate for reimbursement to school district employees for school business mileage at the prevailing Internal Revenue Service rate per mile during the 2022-2023 school year.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

C. ADOPTION AND REVIEW/RE-ADOPTION OF BOARD OF EDUCATION POLICY NUMBERS 3410, 5220, 5410, 5681, AND 7110 (FIRST READING)

BE IT RESOLVED, that the Board of Education adopts and reviews/re-adopts the following policies (first reading):

- 3410 Code of Conduct on School Property
- 5220 District Investments
- 5410 Purchasing
- 5681 School Safety Plans
- 7110 Rocky Point School District's Comprehensive Attendance Plan

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

D. ESTABLISH THE SUBSTITUTE RATE OF PAY SCHEDULE

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Board of Education establish the following substitute rate of pay schedule for the 2022-2023 fiscal year:

Non-Instructional Staff:

Clerical	\$ 15.00 per hour
Custodial	\$ 15.00 per hour
Groundskeeper I	\$ 15.00 per hour
Food Service Worker	\$ 15.00 per hour
School Health Aide	\$ 15.00 per hour
Guard	\$ 18.30 per hour
Teacher Aide/ Hall Monitor/Monitor	\$ 15.00 per hour
School Nurse	\$ 28.00 per hour
Maintenance Mechanic II	\$ 18.86 per hour
School Communications Coordinator	\$ 25.00 per hour

Budget Hearing/Vote/Election Staff:

Chief Inspector	\$16.00 per hour
Board of Registration	\$15.00 per hour
Teller	\$15.00 per hour
Poll Clerk	\$15.00 per hour
Substitutes for above	\$15.00 per hour

Teaching/Teaching Assistant Staff:

A. Substitute Teacher/Teaching Assistant per diem daily rate of \$130

B. In cases where the Substitute Teacher/Teaching Assistant assignment lasts thirty (30) continuous days or more for the same teacher, the substitute will be paid at a per diem rate of \$245 beginning on day thirty-one (31).

C. Preferred Substitute Teachers/Teaching Assistants will earn a per diem rate of \$160. student

Ayes _____ Motion Carried _____
 Or
 Nays _____ Motion Defeated _____

E. ROCKY POINT SCHOOL DISTRICT SAFETY PLAN

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and adopts the Rocky Point School District Safety Plans.

Ayes _____ Motion Carried _____
 Or
 Nays _____ Motion Defeated _____

F. ADOPTION OF PURCHASING MANUAL

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the Purchasing Manual, as attached.

Ayes _____ Motion Carried _____
 Or
 Nays _____ Motion Defeated _____

G. OPENING/CLOSING OF DISTRICT BANK ACCOUNTS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the Board of Education authorizes the Superintendent of Schools, Assistant Superintendent for Business and/or District Treasurer to open and close bank accounts as necessary to fulfill the banking needs of the district.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

H. STUDENT ACTIVITY CONTRACTS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the Purchasing Agent to enter into contracts for services to be provided for events and activities of district-sponsored clubs and organizations, as well as those sponsored by the district, in accordance with the attached schedule.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

I. ADOPTION OF AUDIT COMMITTEE CHARTER

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the Audit Committee Charter as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

J. AUTHORIZATION – SCHOOL BOARD MEMBERSHIP DUES

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that the School Board membership indicated below is hereby authorized for the 2022-2023 fiscal year, with associated estimated costs as follows:

Nassau/Suffolk School Boards Association \$3,475.00

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

K. RESOLUTION IN OPPOSITION TO FIELD TESTING

Upon a motion made by _____, seconded by _____, the following resolution is offered:

WHEREAS the Board of Education of the Rocky Point Union Free School District has heretofore voiced its opposition to mandatory field testing of standardized assessments and;

WHEREAS the New York State Education Department has selected various schools of the Rocky Point Union Free School District for field testing of standardized assessments during the 2022-2023 school year and;

WHEREAS the Board of Education of the Rocky Point Union Free School District as the elected governing body of the school district continues in its belief that field testing of standardized assessments is not in the best interest of its students or instructional program; Now therefore,

BE IT RESOLVED, that the Rocky Point Union Free School District respectfully declines to participate in any and all field testing of standardized assessments during the 2022-2023 school year and directs the Superintendent of Schools to take all necessary steps to effectuate this resolution and provide notification of same to the State Education Department.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

L. RECERTIFICATION OF QUALIFIED LEAD EVALUATORS AND EVALUATORS FOR TEACHERS AND PRINCIPALS

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education, hereby recertifies Aaron Factor, Kristen White, Susann Crossan, Jonathan Hart, Michael Gabriel, Lauren Neckin, James Moeller, Dawn Meyers, Dr. Courtney Herbert, Jason Westerlund, Linda Greening, Andrea Moscatiello, Susan Randazzo, Jachan Watkis, Dr. Michael Sherer, Nicole Pletka, Benjamin Paquette, and Melinda Brooks as Qualified Lead Evaluators or Evaluators of classroom teachers and building principals and certifies having successfully completed the training requirements prescribed in 8 NYCRR §30-2.9. This recertification has been issued in accordance with the process for certifying lead evaluators and evaluators described in the district’s Annual Professional Performance Review Plan.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

M. 2023-2024 BUDGET DEVELOPMENT CALENDAR

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the 2023-2024 Budget Development Calendar, as attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

N. BID #21-05 NEC TELEPHONE ADDS, MOVES & CHANGES CONTRACT EXTENSION FOR 2022-23

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with TMT - Excel Communications LLC for the 2022-23 fiscal year at no additional cost, as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

O. SPECIAL EDUCATION SUMMER 2022 CONTRACT - CENTER MORICHES UFSD

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with Center Moriches Union Free School District for special education students' participation in the Center Moriches 2022 Summer Special Education Program as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

P. SPECIAL EDUCATION PARENT CHOICE CONTRACT-SMITHTOWN CENTRAL SCHOOL DISTRICT FOR 2021-22

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with Smithtown Central School District for special education students' services at Harbor Country Day School for the 2021-22 school year, as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

Q. PARTICIPATION IN COOPERATIVE BID OF NASSAU COUNTY BOCES - TREE MAINTENANCE & REMOVAL SERVICES #22/23-013

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education approves the resolution to participate in the Nassau County BOCES Cooperative Bid for Tree Maintenance & Removal Service #22/23-013 through the bid expiration date of 5/23/2023, as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

R. CLAIMS SERVICE BUREAU CONTRACT

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to execute the Claims Service Bureau Claims Service Agreement for the 2022-23 school year, to continue service for active claims preceding 7/1/2020.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

S. AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT AND THE ROCKY POINT ADMINISTRATORS ASSOCIATION

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education authorizes the President of the Board of Education to execute an amended Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Administrators Association as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

T. AGREEMENT BETWEEN THE ROCKY POINT UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION AND THE ROCKY POINT TEACHERS' ASSOCIATION

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to execute an Agreement between the District and the Rocky Point Teachers' Association for the purpose of providing compensation to four select teachers who attend the AP Institute during summer 2022.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

U. AGREEMENTS FOR UNIVERSAL PRE-KINDERGARTEN SERVICES FOR THE 2022-2023 SCHOOL YEAR

BE IT RESOLVED, that upon recommendation of the Superintendent of Schools, the Board of Education authorizes the Superintendent of Schools to enter into Agreements with Step by Step Early Learning Center, Little Rascals, and Trinity Lutheran Nursery School for Universal Pre-Kindergarten services for the 2022-2023 school year, as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

V. SPECIAL EDUCATION CONTRACT-HARMONY HEIGHTS-REVISED CONTRACT DATE

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the revision of the June 13, 2022 resolution XXXIV, Special Education 2022-23 Contract-Harmony Heights, to read 2021-22.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

W. SPECIAL EDUCATION 2022-23 CONTRACT-HARMONY HEIGHTS

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education to enter into a contract with Harmony Heights for special education instructional services for the 2022-2023 school year as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

X. BID #21-09 OPEN COOLING TOWER & CLOSED LOOP CHILLER WATER TREATMENT PROGRAMS CONTRACT EXTENSION FOR 2022-23

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renew the agreement with Garratt-Callahan Company for Open Cooling Tower & Closed Loop Chiller Water Treatment Programs, for the 2022-2023 fiscal year at no additional cost, as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

Y. BID #21-10 CLOSED LOOP HEATING SYSTEM AND STEAM BOILER WATER TREATMENT PROGRAMS AT FJC, JAE & RPHS CONTRACT EXTENSION FOR 2022-23

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renew the agreement with Garratt-Callahan Company for Closed Loop Heating System and Steam Boiler Water Treatment Programs at FJC, JAE & RPHS for the 2022-23 fiscal year at no additional cost as per the attached.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

Z. BOND COUNSEL LETTER OF ENGAGEMENT 2022-23-HAWKINS DELAFIELD & WOOD LLP

BE IT RESOLVED, that base upon the recommendation of the Superintendent of Schools, the President of the Board of Education is authorized to execute the 2022-2023 letter of engagement with Hawkins Delafield & Wood, LLP to serve as bond counsel in relation to the District's Tax Anticipation Notes, lease financing and other matters.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

AA. SURPLUS EQUIPMENT

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves for surplus the following attached lists of equipment.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

AB. STAFF EVALUATION

BE IT RESOLVED, that a district School-Related Professional (SRP) unit member is directed to undertake a psychological examination/evaluation by a professional to be designated by the district.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

AC. CONFIRMATION OF ACCEPTANCE OF NYS COMPTROLLER'S AUDIT REPORT AND DISTRICT'S CORRECTIVE ACTION PLAN

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education confirms acceptance of the New York State Comptroller's Audit Report entitled "Overtime 2021 M-080" for the period July 1, 2017 through April 30, 2019;

BE IT FURTHER RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education confirms acceptance of the attached Corrective Action Plan (CAP) as prepared by the Business Office in response to the audit above. The Board of Education further confirms that Board of Education Policy Number 5350 Payroll & Overtime was approved and adopted at the September 20, 2021 Board of Education meeting, consistent with the attached Corrective Action Plan. As required by Commissioner's Regulation Section I 70.12(e)(4), the District's CAP has been submitted to the Office of the New York State Comptroller.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

AD. PERSONNEL

Upon a motion made by _____, seconded by _____, the following resolution is offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education accepts the attached Personnel changes.

Ayes _____ Motion Carried _____
Or
Nays _____ Motion Defeated _____

AE. NEW BUSINESS

AF. EXECUTIVE SESSION (if necessary)

At _____ PM motion made and seconded to go into executive session to discuss particular personnel matters.

The Board returned to Open Session at _____

AG. ADJOURNMENT

Moved by _____

Seconded by _____

Vote _____

Time _____

OPENING OF MEETING BY DISTRICT CLERK

ELECTION OF OFFICERS

ELECTION OF THE PRESIDENT OF THE BOARD

ELECTION OF VICE PRESIDENT OF THE BOARD

ANNUAL APPOINTMENTS

#1-4 OFFICERS

**#6-7 NON-OFFICERS – TAX COLLECTOR & TREASURER – EXTRA-
CLASSROOM ACTIVITIES ACCOUNT**



ROCKY POINT UNION FREE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
90 Rocky Point – Yaphank Road
Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Scott O'Brien
Superintendent of Schools

Christopher A. Van Cott
Assistant Superintendent for Business

April 25, 2022

Ms. Marianne Van Duyne, CPA
R.S. Abrams & Co., LLP
3033 Express Drive North, Suite 100
Islandia, NY 11749

Re: RFP #R22-03 Independent External Auditing Services Contract Extension for Year End
June 30, 2023

Dear Ms. Van Duyne:

The current Independent External Auditing Services contract between R.S. Abrams & Co., LLP and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2022-2023 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to Debra Hoffman, Purchasing Agent, at the above address by May 27, 2022.

We look forward to working with you again for another year.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Van Cott".

Christopher A. Van Cott
Assistant Superintendent for Business

AGREEMENT

R.S. Abrahms & Co., LLP agrees to extend the current Independent External Auditing Services contract, under the same terms and conditions as per RFP #R22-03, for the period 7/1/22-6/30/23.

A handwritten signature in black ink, appearing to read "Marianne Van Duyne CPA".
Representative – R.S. Abrams & Co., LLP

Date: 4/26/22

V. PROFESSIONAL FEES

Our fees are based on the time spent on the engagement and the billing rates of the individuals assigned. We will bill Rocky Point Union Free School District at the completion of the audit. Ms. Marianne Van Duynes is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Rocky Point Union Free School District. We will not seek reimbursement for travel, lodging, subsistence or other out-of-pocket costs incurred in connection with the audit of the Rocky Point Union Free School District. Based on our experience with other similar engagements, our proposed fee is as follows:

A. TOTAL ALL INCLUSIVE MAXIMUM PRICE:

Independent Audit of the Financial Statements, Extra Classroom and Single Audit

Fiscal year ending June 30, 2022	<u>\$32,000*</u>
Fiscal year ending June 30, 2023	<u>\$32,600</u>
Fiscal year ending June 30, 2024	<u>\$33,200</u>
Fiscal year ending June 30, 2025	<u>\$33,800</u>
Fiscal year ending June 30, 2026	<u>\$34,400</u>

*In light of the current economic conditions school districts are facing and our longstanding working relationship with the District, we will maintain our fee the same as prior year, resulting in a 0% increase. We trust this will assist you with your current budgeting constraints.

B. HOURLY RATES:

Title	Regular Hourly Rate	Quoted Hourly Rate
Partner	\$210	\$190
Manager	\$190	\$170
Supervisor	\$165	\$145
Staff Auditors	\$120	\$100

The above fee includes meeting with the Audit Committee and the Board of Education. If necessary, we will render any additional services agreed to Rocky Point Union Free School District at the same rates set forth in this proposal, and work shall be performed only if set forth in an addendum to this contract between R.S. Abrams & Co., LLP. and the Rocky Point Union Free School District. We will bill Rocky Point Union Free School District on a quarterly basis as work is completed. We understand that payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the proposal.

COST SUMMARY SHEET
RFP #122-03

Independent External Auditing Services

	2012	2013	2014	2015	2016
Annual Services	\$ 32,000	\$ 32,600	\$ 33,200	\$ 33,800	\$ 34,400

1. What services are considered to be outside the scope of the proposal?

None

2. Please indicate any other fees.

None

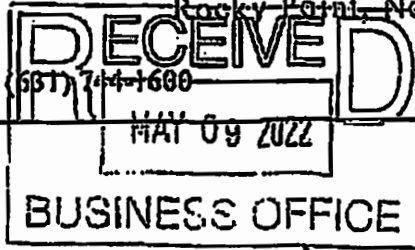
Proposer's Name R.S. Abrams & Co., LLP



ROCKY POINT UNION FREE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
 90 Rocky Point - Yaphank Road
 Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558



Dr. Scott O'Brien
 Superintendent of Schools

Christopher A. Van Cott
 Assistant Superintendent for Business

April 25, 2022

Please note:

Lauren M. Agunzo, CPA/CIFP, CIA
 Nawrocki Smith LLP
 290 Broad Hollow Road, Suite 115E
 Melville, NY 11747

Nawrocki Smith LLP
 100 Motor Parkway, Ste 580
 Hauppauge, NY 11788

Re: RFP #R21-01 Internal Auditing Services Contract Extension for 2022-23

Dear Ms. Agunzo:

The current 2020-2021 contract between Nawrocki Smith LLP and The Rocky Point UFSD, under RFP #R21-01, allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. It is the District's intent to offer the extension for the 2022-2023 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to Debra Hoffman, Purchasing Agent, at the above address by May 27, 2022.

We look forward to working with you again for another year.

Sincerely,

Christopher A. Van Cott
 Assistant Superintendent for Business

AGREEMENT

Nawrocki Smith LLC agrees to extend the current Internal Auditing Services contract, under the same terms and conditions as per RFP #R21-01, for the period 7/1/22-6/30/23.

Representative - Nawrocki Smith LLC

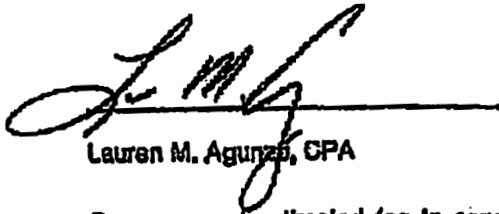
Date 5/5/22

**Rocky Point Union Free School District
Proposal for Internal Auditing Services
April 30, 2020**

A. Total All-Inclusive Maximum Price for Risk Assessment and Additional Services

Name of Firm: Nawrocki Smith LLP

I, Lauren Agunzo, am certified to represent the firm, empowered to submit the bid, and authorized to sign a contract with the District.



Lauren M. Agunzo, CPA

Our proposed estimated fee to conduct the required services is \$10,100 for the risk assessment. However, the cost for the risk assessment for the following fiscal years is reduced based upon the hours. Provided below is a breakdown of the all-inclusive amount for the full range of services, including risk assessment, one functional area and monitoring of key controls. We will work closely with management at Rocky Point Union Free School District to address any concerns regarding our fee and the scope of our work plan.

Work Plan Item / Year	2020-21	2021-22	2022-23	2023-24	2024-25
Initial Risk Assessment	\$10,100	\$10,100	\$10,100	\$10,500	\$10,500
Internal Audit of One Cycle	\$8,400	\$8,400	\$8,400	\$8,500	\$8,500
Total Annual Fee	\$18,500	\$18,500	\$18,500	\$19,000	\$19,000

B. Schedule of Professional Fees and Expenses

We have applied discounted hourly rates to our proposed fee structure as follows:

STAFF NAME	STAFF LEVEL	REGULAR RATE	DISCOUNTED RATE
Lauren M. Agunzo	Engagement Partner	\$250	\$200
Jennifer Morris	Supervisor	\$150	\$125
Nicholas Partain	Staff	\$125	\$100



**Rocky Point Union Free School District
Proposal for Internal Auditing Services
April 30, 2020**

Provided below is our proposed hours and fees for each deliverable. Fees may be less based on actual hours worked.

Hourly Rates	Partner \$200	Supervisor \$125	Staff \$100	Total
Risk Assessment				
Perform risk assessment of District operations.				
Estimated Hours	16	38	24	80
\$ Amount	\$3,200	\$4,500	\$2,400	\$10,100
Internal Audit of One Cycle				
Document procedures by way of narrative write-ups. Identify and test key controls within operational area. Prepare reports and provide detailed recommendations to promote effective systems of internal controls.				
Estimated Hours	14	32	16	82
\$ Amount	\$2,800	\$4,000	\$1,600	\$8,400
Total Estimated Hours	30	72	40	142
Total Estimated Fees	\$6,000	8,500	4,000	\$18,500

C. Out of pocket expenses.

Rocky Point Union Free School District will not be billed for out of pocket expenses such as meals, copying costs, and travel expenses related to work performed at the Administrative office.

D. Rates for additional professional services.

If the District requests Nawrocki Smith to perform any additional services, such additional work shall be performed at the same rates set forth in the schedule of fees.





PHONE: 212-920-9300
FAX: 212-514-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR
RALEIGH

(212) 820-9620

June 13, 2022

Rocky Point Union Free School District, New York
Bond Counsel Letter of Engagement for 2022-2023

Christopher A. Van Cott
Assistant Superintendent for Business
Rocky Point Union Free School District
170 Route 25A
Rocky Point, New York 11778

Dear Chris:

BOND COUNSEL LETTER OF ENGAGEMENT FOR 2022-2023

This is a Letter of Engagement to retain our services as bond counsel to the Rocky Point Union Free School District (the "School District"), in the County of Suffolk, New York, for the school year that commences July 1, 2022 and ends June 30, 2023, in relation to the issuance of the School District's tax anticipation notes, lease financing, and certain other matters. Should any other School District financing requirements arise during the 2022-2023 fiscal year, we will supplement this letter.

Services. Our primary responsibility as Bond Counsel to the School District is to render an opinion in connection with the issuance of obligations by the School District which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for, and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render this opinion. Our specific services to the School District would include the following:

(1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's cash flow financing requirements;

(2) Drafting of authorizing documents for the Board relating to the financing, including the tax anticipation note resolution, and proceedings with respect to the sale of the School District's tax anticipation notes;

(3) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;

(4) Participation with the School District and its financial advisors in scheduling and structuring each note financing;

(5) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

(6) Assistance in the preparation and review of the official statement, if any, used in the public offering of School District's notes;

(7) Assistance, upon request, in the negotiation of contracts and other matters related to the note offering and rendering of additional opinions as to specific matters;

(8) Administrative coordination of meetings, and sale and closing arrangements;

(9) Consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;

(10) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;

(11) Preparation, drafting and review of closing papers including:

Education, (a) Certificate of Determination of the President of the Board of

(b) Closing Certificates,

(c) School Attorney's Certificate,

(d) Tax Certificate, and

(e) Certificate with Respect to the Official Statement;

(12) Preparation of the form of the note for each note sale;

(13) Preparation of the draft opinion for each note sale, and the furnishing of same to the credit rating agencies, as requested;

(14) Preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;

(15) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;

(16) Rendering of our final approving legal opinion with respect to each financing;

(17) Administrative coordination of note closings with the School District, financial advisor, underwriter and the Depository Trust Company;

(18) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and

(19) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

Of necessity, our services vary in scope depending on the talent and willingness to contribute of others involved in the financing.

In addition, we shall assemble a complete record of proceedings to which we would refer when rendering our written opinion that the obligations proposed to be issued by the School District are valid and legally binding, and we will provide continuous advice with respect to each financing through consultations with representatives of the School District and any others who may be involved in the various aspects of such financing. As noted above, we will prepare all relevant proceedings for action by the Board of Education to authorize the issuance of School District obligations, and we will prepare documentation for the sale and delivery of the School District's notes, as required.

* * * *

FEES. We propose the following schedule of fees to pertain to: (i) the issuance of the School District's tax anticipation notes for the 2022-2023 fiscal year, and (ii) other matters as described.

(i) Tax Anticipation Notes

Our fees for approval of tax anticipation notes, which include customary and usual advice and consultation, and preparation of all legal proceedings prerequisite to actual borrowing, all as more particularly described above, are computed pursuant to the following fee schedule:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$ 4 million	\$ 6,000
Issues of \$ 5 million	\$ 6,500
Issues of \$ 6 million	\$ 7,000
Issues of \$ 7 million	\$ 7,500
Issues of \$ 8 million	\$ 7,750

Plus \$250 for each additional \$1 million notes up to an issue of \$20 million.

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$5.5 million issue would be \$6,750, calculated by adding \$6,500 (the fee for a \$5 million note issue) and \$250 (being ½ of the \$500 incremental amount of the fee that would apply to a \$6 million note issue).

Our fees for tax anticipation notes include all of our customary and usual out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$100 for each note instrument delivered to a bank in other than book-entry format.

(ii) Lease Financing

With respect to each separate lease financing, we expect to render our final approving opinion addressed to the School District as to the tax-exempt status of the interest component on the lease payments to be made by the School District in connection with any such lease. Our services will include review of a variety of records and other documents to be provided by the School District and the lending institution, including a Master Equipment Lease Purchase Agreement; participation in telephone conferences with representatives of the lending institution, the School District, and the School Attorney; and preparation and filing of required IRS Reporting Forms.

Our fee in connection with each such matter is expected to be computed as follows: \$2,750, plus an amount based on the principal amount of the lease financing calculated at the rate of \$1.25 per \$1,000 of the principal amount thereof. The foregoing fee does not include any of our out-of-pocket disbursements, such as duplication of documents, FedEx or other overnight delivery charges, and postage. Based on our experience with lease financings, our out-of-pocket expenses are usually negligible and should not exceed \$250.

(iv) Other Matters

Legal fees for our professional services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall range from \$750 to \$2,500, dependent upon the complexity of each such matter.

* * * *

The fees provided herein for tax anticipation notes shall apply to any obligations issued in or on account of the 2022-2023 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent. The fees for services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall apply during the 2022-2023 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

* * * *

The fees described above do not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters.

It has been and continues to be our practice to submit a bill for our services rendered in connection with any financing within ten days following a closing.


This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination.

Should the terms hereof be acceptable, may I kindly ask that the President of the Board of Education acknowledge the acceptance of the terms of our engagement by signing where provided below, and returning a signed copy of this letter to us.

It is our pleasure to provide Bond Counsel services to the Rocky Point Union Free School District and we look forward to continue to work with you. Please feel free to call Dan Birmingham, Bill Jackson or me if you have any questions or need any further information at any time.

With best wishes and kind regards, I am

Very truly yours,



William J. Jackson

WJJ: s

**APPROVED AND ACCEPTED BY
ROCKY POINT UNION FREE SCHOOL DISTRICT, NEW YORK**

By: President of the Board of Education

(printed name)

(signature)

Date: _____



ROCKY POINT UNION FREE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

90 Rocky Point – Yaphank Road
Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Scott O'Brien
Superintendent of Schools

Christopher A. Van Cott
Assistant Superintendent for Business

April 25, 2022

John Gil, M.D., D.A.B.F.P.
Rocky Point Medical Care, PC
333 Route 25A, Suite 40
Rocky Point, NY 11778

Re: RFP #R21-02 Physician Services Contract Extension for 2022-23

Dear Dr. Gil:

The current 2020-2021 contract between Rocky Point Medical Care, PC and The Rocky Point UFSD, under RFP #R21-02, allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. It is the District's intent to offer the extension for the 2022-2023 school year at the same rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to Debra Hoffman, Purchasing Agent, at the above address by May 27, 2022.

We look forward to working with you again for another year.

Sincerely,

Handwritten signature of Christopher A. Van Cott in black ink.

Christopher A. Van Cott
Assistant Superintendent for Business

AGREEMENT

Rocky Point Medical Care, PC agrees to extend the current Physician Services contract, under the same terms and conditions as per RFP #R21-02, for the period 7/1/22-6/30/23.

Handwritten signature of John Gil in black ink.

Representative Rocky Point Medical Care, PC

Date 5-17-22

PART 2 - COST

A. Scope of Service

1. Mandated Physical examinations for pupils

- a. @ District \$12.00
- b. @RPMC \$25.00

2. Sports Physicals A

- a. @ District \$12.00
- b. @RPMC \$25.00

3. Chart Reviews \$3.00

4. Special Education Physicals

- a. @ District \$12.00
- b. @ RPMC \$25.00

5. Employee Physicals

- a. @ RPMC with PPD \$65.00*
- b. Hepatitis B vaccine \$80.00
- a. Hepatitis B Surface antibody per lab costs

*Cost of PPD has increased

6. Physician Consult Services

- a. @ CSE Meetings @ District \$100.00
- b. Epi Pen Training @ District \$100.00

7. Physicals of students with concussions @ RPMC

- a. Students will be charged under their private insurance
- b. If students does not have private insurance, cost to be paid by District \$100.00

8. Annual Administrative fee for telephons corespondence with school nurses and administrators in reference to medical issues of students and staff which arise during the course of the contract year. These issues include, but are not limited to, food allergies, diabetes management, seizure management and public health concerns.

\$1,000.00

Think**SMART!**[™]

Concussion Management Program

The Medical Team

(All of the physicians listed are ImPACT[™] Trained)

Main Triage Line (Port Jefferson): (631)476-4323

Physicians are available in the following locations:

Port Jefferson: St. Charles Hospital, 200 Belle Terre Road

East Setauket: 6 Technology Drive

Patchogue: 55 Medford Ave, Suite E

West Babylon: 60 Fleets Point Drive

Riverhead: 74 Commerce Avenue, Suite 4

Commack: 500 Commack Road, Suite 150B

Wading River: 6144 Route 25A, Suite C

Melville: 1895 Walt Whitman Road

Hayley Queller, MD

Dr. Queller was the first Primary Care Sports Medicine physician at Orthopedic Associates of Long Island. She completed an undergraduate degree in mathematics at Franklin & Marshall College where she was valedictorian of her class, as well as a first team Academic All-American soccer player. She earned her medical degree from Georgetown University School of Medicine after which she completed a dual residency in Internal Medicine and Pediatrics at the Christiana Care Health System in Delaware. She continued her training at Christiana Care by completing a fellowship in Primary Care Sports Medicine. Dr. Queller serves as the co-medical director of the ThinkSmart! Concussion Management Program.

Jennifer Gray, DO

Dr. Jennifer Gray is the Medical Director for Physical Medicine and Rehabilitation at St. Charles Hospital in Port Jefferson, NY. She is the Program Director of the Renaissance School of Medicine at Stony Brook sponsored residency in Physical Medicine and Rehabilitation. Dr. Gray received her medical degree from New York College of Osteopathic Medicine. She completed her residency in Physical Medicine and Rehabilitation at the State University of New York at Stony Brook and a fellowship in Neuromuscular Medicine at the Cleveland Clinic. Dr. Gray is board certified in Physical Medicine and Rehabilitation, Neuromuscular Medicine and Electrodiagnostic Medicine. Dr. Gray is the Medical Co-Director of **ThinkSMART!**, St. Charles Hospital's Concussion Management Program. She lectures on concussion management to both clinical and community audiences and is actively engaged in research.

Anuja Korlipara, MD

Dr. Korlipara is board certified in Physical Medicine and Rehabilitation. Dr. Korlipara received her medical degree from the Siddhartha Medical College, University of Health Sciences, and Vijayawada, India. She completed her internship at Sisters of Charity Medical Center, and her residency in Physical Medicine and Rehabilitation at Stony Brook University Medical Center. She is fluent in Telugu. Dr. Korlipara is ImPACT[™] certified and is dedicated to providing the highest quality of care to individuals with concussion. She has been a physician with Advanced Rehabilitation Medicine (ARM) at St. Charles Hospital where she has been doing both inpatient rehabilitation and outpatient concussion management for almost 10 years.

Mark Harary, MD

Dr. Harary earned his undergraduate degree in Movement Science from the University of Michigan in 1998. He went on to medical school at Ross University, where he graduated with honors in 2002. After obtaining his medical degree, Dr. Harary completed a family medicine residency at UPMC Shadyside Hospital in Pittsburgh, PA. Following residency, he completed his fellowship training in Sports Medicine at Blessing Hospital in Quincy, IL. Dr. Harary is board certified in Sports Medicine and Family Medicine. He is a member of the American Medical Society of Sports Medicine and the American Academy of Family Physicians. Dr. Harary is actively involved with the Arthritis Foundation. He has given numerous educational talks on arthritis and has served on the planning committee for the annual Arthritis Walk for several years. Dr. Harary specializes in the non-operative treatment of musculoskeletal problems in both pediatric and adult patients. He has a special interest in treating osteoarthritis, fractures, acute injuries and concussions. He enjoys helping his patients return to, and maintain, an active lifestyle. Dr. Harary is the team physician for the Miller Place High School and Commack High School football teams.

Danielle DeGiorgio, DO

Danielle DeGiorgio, DO, is a native of Long Island, graduating from Longwood High School as a three-sport athlete. She attended Stony Brook University on a full athletic scholarship and served as captain of the women's basketball team. After obtaining her medical degree from New York College of Osteopathic Medicine, Dr. DeGiorgio completed a residency in Physical Medicine and Rehabilitation (PM&R) at Stony Brook University Medical Center, serving as chief resident in her senior year. In addition, Dr. DeGiorgio completed training in structural acupuncture at Harvard Medical School. Following her residency, Dr. DeGiorgio went on to complete a Fellowship in Sports Medicine at Christiana Care, serving as a Fellow team physician for the University of Delaware, Delaware State University. Dr. DeGiorgio is dual board certified in PM&R and Sports Medicine and is a certified acupuncturist. She is the director of Regenerative Medicine at St. Charles Hospital and was named Castle Connolly Top Doctor 2021. She is a member of the American Academy of Physical Medicine and Rehabilitation, the American Medical Society for Sports Medicine and the American College of Sports Medicine.

Brett Silverman, DO

Brett Silverman, MD attended Cornell University earning his B.S. in Biological sciences and his Masters (M.S.) in Nutritional Sciences. Dr. Silverman then attended New York College of Osteopathic Medicine where he became a founding member of the college's local chapter of the National Medical Honor Society. Following medical school, Dr. Silverman completed his residency in Physical Medicine and Rehabilitation at New York University Medical Center/Rusk Institute where he served as chief resident during his senior year. Following Dr. Silverman's medical training, he worked as an Attending Physician and Clinical Instructor at NYU School of Medicine/Hospital for Joint Diseases in NYC. He then moved to Long Island to practice musculoskeletal/sports/electrodiagnostic medicine with an orthopedic group for more than 10 years. Dr. Silverman joined St. Charles Hospital doing both inpatient rehabilitation and outpatient musculoskeletal medicine and concussion management. Dr. Silverman is board certified in Physical Medicine and Rehabilitation.

#13-40 NON-OFFICERS

DESIGNATIONS

OFFICIAL BANK DEPOSITORY – ALL FUNDS

REGULAR MONTHLY MEETINGS

DISTRICT ANNUAL PUBLIC HEARING / BUDGET VOTE / ELECTION

OFFICIAL NEWSPAPERS

OTHER APPOINTMENTS

COMMITTEE / SUBCOMMITTEE ON SPECIAL EDUCATION

**APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL
EDUCATION**

SURROGATE PARENT

IMPARTIAL HEARING OFFICERS

COMPENSATION OF IMPARTIAL HEARING OFFICERS (IHO)

**2022-2023 COMPENSATION SCHEDULE FOR IMPARTIAL
HEARING OFFICERS**

AUTHORIZATIONS

**AUTHORIZATION FOR CHIEF SCHOOL OFFICER TO FILE
APPLICATIONS AND GRANTS IN COMPLIANCE WITH FEDERAL
AND STATE REGULATIONS**

**AUTHORIZATION TO APPROVE CONFERENCE, WORKSHOP, ETC.
REQUESTS**

AUTHORIZATION TO ESTABLISH PETTY CASH FUNDS

DESIGNATION OF AUTHORIZED SIGNATURES ON CHECKS

**AUTHORIZATION FOR CHIEF SCHOOL OFFICER AND ASSISTANT
SUPERINTENDENT FOR BUSINESS TO APPROVE BUDGET
TRANSFERS**

AUTHORIZATION FOR USE OF CHECK SIGNER

AUTHORIZATION TO INVEST DISTRICT FUNDS

OTHER ITEMS

BONDING OF EMPLOYEES AND SCHOOL BOARD MEMBERS

ESTABLISH MILEAGE REIMBURSEMENT RATE

Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY

The District has developed and will amend, as appropriate, a written Code of Conduct for the Maintenance of Order on School Property, including school functions, which shall govern the conduct of students, teachers and other school personnel, as well as visitors. The Board of Education shall further provide for the enforcement of such Code of Conduct.

For purposes of this policy, and the implemented Code of Conduct, school property means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of the District's elementary or secondary schools, or in or on a school bus; and a school function shall mean a school-sponsored extracurricular event or activity regardless of where such event or activity takes place, including those that take place in another state.

The District Code of Conduct has been developed in collaboration with student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The Code of Conduct shall include, at a minimum, the following:

- a) Provisions regarding conduct, dress and language deemed appropriate and acceptable on school property and at school functions, and conduct, dress and language deemed unacceptable and inappropriate on school property; provisions regarding acceptable civil and respectful treatment of teachers, school administrators, other school personnel, students and visitors on school property and at school functions; the appropriate range of disciplinary measures which may be imposed for violation of such Code; and the roles of teachers, administrators, other school personnel, the Board of Education and parents/persons in parental relation to the student;
- b) Standards and procedures to assure security and safety of students and school personnel;
- c) Provisions for the removal from the classroom and from school property, including a school function, of students and other persons who violate the Code;
- d) Provisions prescribing the period for which a disruptive student may be removed from the classroom for each incident, provided that no such student shall return to the classroom until the Principal (or his/her designated School District administrator) makes a final determination pursuant to Education Law Section 3214(3-a)(c) or the period of removal expires, whichever is less;
- e) Disciplinary measures to be taken for incidents involving the possession or use of illegal substances or weapons, the use of physical force, vandalism, violation of another student's civil rights, harassment and threats of violence;

(Continued)

Community Relations

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)

- f) Provisions for detention, suspension and removal from the classroom of students, consistent with Education Law Section 3214 and other applicable federal, state and local laws, including provisions for school authorities to establish procedures to ensure the provision of continued educational programming and activities for students removed from the classroom, placed in detention, or suspended from school, which shall include alternative educational programs appropriate to individual student needs;
- g) Procedures by which violations are reported and determined, and the disciplinary measures imposed and carried out;
- h) Provisions ensuring the Code of Conduct and its enforcement are in compliance with state and federal laws relating to students with disabilities;
- i) Provisions setting forth the procedures by which local law enforcement agencies shall be notified of Code violations which constitute a crime;
- j) Provisions setting forth the circumstances under and procedures by which parents/persons in parental relation to the student shall be notified of Code violations;
- k) Provisions setting forth the circumstances under and procedures by which a complaint in criminal court, a juvenile delinquency petition or person in need of supervision ("PINS") petition will be filed;
- l) Circumstances under and procedures by which referral to appropriate human service agencies shall be made;
- m) A minimum suspension period for students who repeatedly are substantially disruptive of the educational process or substantially interfere with the teacher's authority over the classroom, provided that the suspending authority may reduce such period on a case-by-case basis to be consistent with any other state and federal law. For purposes of this requirement, as defined in Commissioner's Regulations, "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority over the classroom" shall mean engaging in conduct which results in the removal of the student from the classroom by teacher(s) pursuant to the provisions of Education Law Section 3214(3-a) and the provisions set forth in the Code of Conduct on four (4) or more occasions during a semester, or three or more occasions during a trimester, as applicable;
- n) A minimum suspension period for acts that would qualify the student to be defined as a violent student pursuant to Education Law Section 3214(2-a)(a). However, the suspending authority may reduce the suspension period on a case-by-case basis consistent with any other state and federal law;

(Continued)

SUBJECT: CODE OF CONDUCT ON SCHOOL PROPERTY (Cont'd.)

- o) A Bill of Rights and Responsibilities of Students which focuses upon positive student behavior, and which shall be publicized and explained to all students on an annual basis; and
- p) Guidelines and programs for in-service education programs for all District staff members to ensure effective implementation of school policy on school conduct and discipline.

The Code of Conduct has been adopted by the Board of Education only after at least one public hearing that provided for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties. Copies of the Code of Conduct shall be disseminated pursuant to law and Commissioner's Regulations.

The District's Code of Conduct shall be reviewed on an annual basis, and updated as necessary in accordance with law. The School Board shall reapprove any updated Code of Conduct or adopt revisions only after at least one (1) public hearing that provides for the participation of school personnel, parents/persons in parental relation, students, and any other interested parties.

The District shall file a copy of its Code of Conduct and all amendments to the Code with the Commissioner of Education no later than thirty (30) days after their respective adoptions.

Privacy Rights

As part of any investigation, the District has the right to search all school property and equipment including District computers. Rooms, desks, cabinets, lockers, computers, etc. are provided by the District for the use of staff and students, but the users do not have exclusive use of these locations or equipment and should not expect that materials stored therein will be private.

Education Law Sections 2801 and 3214
Family Court Act Articles 3 and 7
Vehicle and Traffic Law Section 142
8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1)(2)

NOTE: Refer also to Policy #7310 -- School Conduct and Discipline
District Code of Conduct on School Property

Adoption Date 3/23/09
Revision Date
Review Dates 7/11/11, 7/11/13, 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/27/18, 8/26/19, 8/24/20, 8/23/21,
8/29/22

SUBJECT: DISTRICT INVESTMENTS

Whenever the District has funds (including operating funds, reserve funds and proceeds of obligations) that exceed those necessary to meet current expenses, the Board of Education shall authorize the District Treasurer to invest such funds in accordance with all applicable laws and regulations and in conformity with the guidelines established by this policy.

Objectives

The objectives of this investment policy are as follow:

- a) Investments shall be made in a manner so as to safeguard the funds of the School District; and
- b) Bank deposits shall be made in a manner so as to safeguard the funds of the School District.
- c) Investments shall be sufficiently liquid so as to allow funds to be available as needed to meet the obligations of the School District.
- d) Funds shall be invested in such a way as to earn the maximum yield possible given the first three (3) investment objectives.

Authorization

The authority to deposit and invest funds is delegated to the District Treasurer. These functions shall be performed in accordance with the applicable sections of the General Municipal Law and the Local Finance Law of the State of New York.

The District Treasurer may invest funds in the following eligible investments:

- a) Obligations of the State of New York.
- b) Obligations of the United States Government or any obligations for which principal and interest are fully guaranteed by the United States Government.
- c) Time Deposit Accounts placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law. (Banking Law Section 237(2) prohibits a savings bank from accepting a deposit from a local government. This also applies to savings and loan associations.)

(Continued)

SUBJECT: DISTRICT INVESTMENTS (Cont'd.)

- d) Transaction accounts (demand deposits) both interest bearing and non-interest bearing that do not require notice of withdrawal placed in a commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law.
- e) Certificates of Deposits placed in a commercial bank authorized to do business in the State of New York providing the Certificates are collateralized as required by law.

Implementation

Using the policy as a framework, regulations and procedures shall be developed which reflect:

- a) A list of authorized investments;
- b) Procedures including a signed agreement to ensure the School District's financial interest in investments;
- c) Standards for written agreements consistent with legal requirements;
- d) Procedures for the monitoring, control, deposit and retention of investments and collateral which shall be done at least once a month;
- e) Standards for security agreements and custodial agreements consistent with legal requirements;
- f) Standards for diversification of investments with firms and banks with whom the School District transacts business

This policy shall be reviewed and re-adopted at least annually or whenever new investment legislation becomes law, as staff capabilities change, or whenever external or internal issues warrant modification.

Education Law Sections 1604-a, 1723(a), 2503(1) and 3652
General Municipal Law Section 39
Local Finance Law Section 165

Adoption Date 3/23/09
Revision Dates 8/29/11, 7/11/13
Review Dates 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/27/18, 8/26/19, 8/24/20, 8/23/21, 8/29/22

SUBJECT: PURCHASING

The District's purchasing activities will be part of the responsibilities of the Business Office, under the general supervision of the Purchasing Agent designated by the Board of Education. The purchasing process should enhance school operations and educational programs through the procurement of goods and services deemed necessary to meet District needs.

Competitive Bids and Quotations

As required by law, the Superintendent will follow normal bidding procedures in all cases where needed quantities of like items will total the maximum level allowed by law during the fiscal year, (similarly for public works-construction, repair, etc.) and in such other cases that seem to be to the financial advantage of the School District.

A bid bond may be required if considered advisable.

No bid for supplies shall be accepted that does not conform to specifications furnished unless specifications are waived by Board action. Contracts shall be awarded to the lowest responsible bidder who meets specifications. However, the Board may choose to reject any bid.

Rules shall be developed by the administration for the competitive purchasing of goods and services.

The Superintendent may authorize purchases within the approved budget without bidding if required by emergencies and are legally permitted.

The Superintendent is authorized to enter into cooperative bidding for various needs of the School District.

Request for Proposal Process for the Independent Auditor

In accordance with law, no audit engagement shall be for a term longer than five (5) consecutive years. The District may, however, permit an independent auditor engaged under an existing contract for such services to submit a proposal for such services in response to a request for competitive proposals or be awarded a contract to provide such services under a request for proposal process.

Procurement of Goods and Services

The Board of Education recognizes its responsibility to ensure the development of procedures for the procurement of goods and services not required by law to be made pursuant to competitive bidding requirements. These goods and services must be procured in a manner so as to:

- a) Assure the prudent and economical use of public moneys in the best interest of the taxpayer;

(Continued)

SUBJECT: PURCHASING (Cont'd.)

- b) Facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances; and
- c) Guard against favoritism, improvidence, extravagance, fraud and corruption.

These procedures shall contain, at a minimum, provisions which:

- a) Prescribe a process for determining whether a procurement of goods and services is subject to competitive bidding and if it is not, documenting the basis for such determination;
- b) With certain exceptions (purchases pursuant to General Municipal Law, Article 5-A; State Finance Law, Section 162; State Correction Law, Section 184; or those circumstances or types of procurements set forth in (f) of this section), provide that alternative proposals or quotations for goods and services shall be secured by use of written request for proposals, written quotations, verbal quotations or any other method of procurement which furthers the purposes of General Municipal Law Section 104-b;
- c) Set forth when each method of procurement will be utilized;
- d) Require adequate documentation of actions taken with each method of procurement;
- e) Require justification and documentation of any contract awarded to other than the lowest responsible dollar offer, stating the reasons;
- f) Set forth any circumstances when, or the types of procurement for which, the solicitation of alternative proposals or quotations will not be in the best interest of the District; and
- g) Identify the individual or individuals responsible for purchasing and their respective titles. Such information shall be updated biennially.

Any unintentional failure to fully comply with these provisions shall not be grounds to void action taken or give rise to a cause of action against the District or any District employee.

The Board of Education shall solicit comments concerning the District's policies and procedures from those employees involved in the procurement process. All policies and procedures regarding the procurement of goods and services shall be reviewed annually by the Board.

Best Value

Effective January 27, 2012, General Municipal Law (GML) Section 103 was amended to permit a school district or BOCES to award purchase contracts in excess of twenty thousand dollars (\$20,000) on the basis of "best value", rather than on the basis of the lowest responsible bid. The Board of Education must adopt a resolution at a public meeting authorizing the award of bids based on "best

(Continued)

SUBJECT: PURCHASING (Cont'd.)

value." The Board of Education may also approve "best value" bid award recommendations on an individual bid basis at a scheduled public meeting. A best value award is one that optimizes quality, cost and efficiency, typically applies to complex services and technology contracts and is quantifiable whenever possible.

"Piggybacking" Law - Exception to Competitive Bidding

On August 1, 2012, General Municipal Law (GML) Section 103 was amended to allow school districts to purchase certain goods and services (apparatus, materials, equipment and supplies) through the use of contracts let by the United States or any agency thereof, any state, and any county, political subdivision or district of any state. The amendment authorizes school districts and BOCES to "piggyback" on contracts let by outside governmental agencies in a manner that constitutes competitive bidding "consistent with state law."

This "piggybacking" is permitted on contracts issued by other governmental entities, provided that the original contract:

- a) Has been let by the United States or any agency thereof, any state (including New York State) or any other political subdivision or district therein;
- b) Was made available for use by other governmental entities and agreeable with the contract holder; and
- c) Was let in a manner that constitutes competitive bidding consistent with New York State law and is not in conflict with other New York State laws.

The "piggybacking" amendment and the "best value" amendment may not be combined to authorize a municipality to "piggyback" onto a cooperative contract which was awarded on the basis of "best value." In other words, while a school district or BOCES may authorize the award of contracts on the basis of "best value", it may not "piggyback" onto a purchasing contract awarded by another agency on the basis of "best value."

Alternative Formats for Instructional Materials

Preference in the purchase of instructional materials will be given to vendors who agree to provide materials in a usable alternative format (i.e., any medium or format, other than a traditional print textbook, for presentation of instructional materials that is needed as an accommodation for each student with a disability, including students requiring Section 504 Accommodation Plans, enrolled in the School District). Alternative formats include, but are not limited to, Braille, large print, open and closed captioned, audio, or an electronic file in an approved format as defined in Commissioner's Regulations.

(Continued)

SUBJECT: PURCHASING (Cont'd.)

As required by federal law and New York State Regulations, the District has adopted the National Instructional Materials Accessibility Standard (NIMAS) to ensure that curriculum materials are available in a usable alternative format for students with disabilities. Each school district has the option of participating in the National Instructional Materials Access Center (NIMAC). Whether a district does or does not participate in NIMAC, the district will be responsible to ensure that each student who requires instructional materials in an alternate format will receive it in a timely manner and in a format that meets NIMAS standards. The New York State Education Department (NYSED) recommends that school districts choose to participate in NIMAC, because this national effort to centralize the distribution of instructional materials in alternate formats will help guarantee timely provision of such materials to students.

For school districts, Boards of Cooperative Educational Services (BOCES), State-operated schools, State-supported schools and approved private schools that choose to participate in NIMAC, **contracts with publishers executed on and after December 3, 2006** for textbooks and other printed core materials *must* include a provision that requires the publisher to produce NIMAS files and send them to the NIMAC (this will not add any cost to the contract).

For more information regarding NIMAC including model contract language, Steps for Coordinating with NIMAC and an IDEA Part B Assurances Application, see website: <http://www.vesid.nysed.gov/specialed/publications/persprep/NIMAS.pdf>

Geographic Preference in Procuring Local Agricultural Products

Schools participating in Child Nutrition Programs such as the National School Lunch Program, School Breakfast Program and/or Special Milk Program are encouraged to purchase unprocessed locally grown and locally raised agricultural products. A School District may apply an optional geographic preference in the procurement of such products by defining the local area where this option will be applied. The intent of this preference is to supply wholesome unprocessed agricultural products that are fresh and delivered close to the source.

A geographic preference established for a specific area adds additional points or credits to bids received in response to a solicitation, but does not provide a set-aside for bidders located in a specific area, nor does it preclude a bidder from outside a specified geographic area from competing for and possibly being awarded a specific contract.

Computer Software Purchases

Software programs designated for use by students in conjunction with computers of the District shall meet the following criteria:

- a) A computer program which a student is required to use as a learning aid in a particular class; and

(Continued)

SUBJECT: PURCHASING (Cont'd.)

- b) Any content-based instructional materials in an electronic format that are aligned with State Standards which are accessed or delivered through the internet and based on a subscription model. Such electronic format materials may include a variety of media assets and learning tools including video, audio, images, teacher guides, and student access capabilities as such terms are defined in Commissioner's Regulations.

Environmentally Sensitive Cleaning and Maintenance Products

In accordance with Commissioner's Regulations, State Finance Law and Education Law, effective with the 2006-2007 school year, the District shall follow guidelines, specifications and sample lists when purchasing cleaning and maintenance products for use in its facilities. Such facilities include any building or facility used for instructional purposes and the surrounding grounds or other sites used for playgrounds, athletics or other instruction.

Environmentally sensitive cleaning and maintenance products are those which minimize adverse impacts on health and the environment. Such products reduce as much as possible exposures of children and school staff to potentially harmful chemicals and substances used in the cleaning and maintenance of school facilities. The District shall identify and procure environmentally sensitive cleaning and maintenance products which are available in the form, function and utility generally used. Coordinated procurement of such products as specified by the Office of General Services (OGS) may be done through central state purchasing contracts to ensure that the District can procure these products on a competitive basis.

The District shall notify their personnel of the availability of such guidelines, specifications and sample product lists.

Non-Competitive Bidding Purchases

The Board's internal policies and procedures governing procurement of apparel or sports equipment, where such procurement is not required to be made pursuant to competitive bidding requirements, shall prohibit the purchase of apparel or sports equipment, from any vendor based upon either or both of the following considerations:

- a) The labor standards applicable to the manufacture of the apparel or sports equipment including, but not limited to, employee compensation, working conditions, employee rights to form unions, and the use of child labor; or
- b) The bidder's failure to provide information sufficient for the Board of Education to determine the labor standards applicable to the manufacture of the apparel or sports equipment.

(Continued)

SUBJECT: PURCHASING (Cont'd.)

Contracts for Goods, Services and Public Works

No contracts for goods and services shall be made by individuals or organizations in the school that involve expenditures without first securing approval for such contract from the Purchasing Agent.

No Board member or employee of the School District shall have an interest in any contract entered into by the Board or the School District.

Per General Municipal Law Section 103(5), upon the adoption of a resolution by a vote of at least three-fifths (3/5) of all Board members stating that for reasons of efficiency or economy there is need for standardization, purchase contracts for a particular type or kind of equipment, materials or supplies of more than twenty thousand (\$20,000) dollars may be awarded by the Board to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in law. In addition, the Board is required to award all contracts for public works in excess of thirty-five thousand dollars (\$35,000) to the lowest responsible bidder after advertising for public sealed bids.

7 CFR 210.21, 215.14(a) and 220.16

20 USC Section 1474(e)(3)(B)

Education Law Sections 305(14), 409-I, 701, 751(2)(b), 1604, 1709, 1950, 2503, 2554 and 3602

General Municipal Law Articles 5-A, 18 and Section 103

State Finance Law Sections 162 and 163-b

8 NYCRR Sections 155, 170.2, 200.2(b)(10), 200.2(c)(2) and 200.2(i)

NOTE: Refer also to Policy #5660 -- Meal Charging and Prohibition Against Meal Shaming

Non-Instructional/Business
Operations

SUBJECT: SCHOOL SAFETY PLANS

The District considers the safety of its students and staff to be of the utmost importance and is keenly aware of the evolving nature of threats to schools. As such, it will address those threats accordingly through appropriate emergency response planning. The District-wide school safety plan and the building-level emergency response plan will be designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of schools and the District with local and county resources in the event of these incidents or emergencies.

These plans will be reviewed by the appropriate team on at least an annual basis and updated as needed by September 1. Specifically, the Board will make the District-wide school safety plan available for public comment at least 30 days prior to its adoption. The District-wide school safety plans may only be adopted by the Board after at least one public hearing that provides for the participation of school personnel, parents, students, and any other interested parties. Additionally, the District-wide school safety plan will designate the Superintendent or designee as the chief emergency officer responsible for coordinating communication between school staff and law enforcement and first responders, and for ensuring staff understanding of this plan. Similarly, the Superintendent will be responsible for ensuring the completion and yearly updating of building-level emergency response plans.

District-Wide School Safety Plan

District-wide school safety plan means a comprehensive, multi-hazard school safety plan that covers all school buildings of the School District that addresses prevention and intervention strategies, emergency response and management at the District level and has the contents as prescribed in Education Law and Commissioner's Regulations.

The *District-wide school safety plan* shall be developed by the District-wide school safety team appointed by the Board of Education. The District-wide team shall include, but not be limited to, representatives of the School Board, student, teacher, administrator, and parent organizations, school safety personnel and other school personnel.

The plan will further address, among other items as set forth in Education Law and Commissioner's regulations, how the District will respond to implied or direct threats of violence by students, teachers, other school personnel as well as visitors to the school, including threats by students against themselves (e.g., suicide).

Building-Level School Safety Plans

Building-level school safety plan means a building-specific school emergency response plan, or a component part of the district-wide safety plan, that addresses prevention and intervention strategies, emergency response and management at the building level and has the contents as prescribed in Education Law and Commissioner's Regulations. As part of this plan, the District will define the chain of command in a manner consistent with the National Incident Management System (NIMS)/Incident Command System (ICS).

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Adoption Date 3/23/09

Revision Dates 8/29/11, 7/11/13

Review Dates 07/12/12, 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/27/18, 6/17/19, 8/24/20, 8/23/21, 8/29/22

SUBJECT: SCHOOL SAFETY PLANS (Cont'd.)

The building-level plan shall be developed in accordance with the guidelines contained with the District safety plan and in compliance with applicable regulations and law.

Classroom door vision panels will not be covered except as outlined in the building-level emergency response plan.

Training Requirement

The District will submit certification to the New York State Education Department that all District and school staff have received annual training on the emergency response plan, and that this training included components on violence prevention and mental health. New employees hired after the start of the school year will receive training within 30 days of hire, or as part of the District's existing new hire training program, whichever is sooner.

Filing/Disclosure Requirements

The District shall file a copy of its comprehensive District-wide school safety plan and any amendments thereto with the Commissioner of Education in accordance with the procedure for same, as promulgated by the Commissioner of Education. Building-level emergency response plans shall be confidential and shall **not** be subject to disclosure under the Freedom of Information Law or any other provision of law.

Homeland Security Presidential Directives - HSPD-5, HSPD-8
Homeland Security Act of 2002, 6 United States Code (USC) Section 101
Education Law §§ 807, 2801-a
Public Officers Law Article 6
8 New York Code of Rules and Regulations (NYCRR) Section 155.17

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Revision Dates 8/29/11, 7/11/13

Review Dates 07/12/12, 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/27/18, 6/17/19, 8/24/20, 8/23/21, 8/29/22

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN

Objectives

Attendance is a critical factor in school success for students. Studies have shown that consistent school attendance, academic success, and school completion have a positive correlation. The educational process requires continuity of instruction and students need to experience classroom discussions, debate, and independent study in order to increase achievement. The purpose of Rocky Point School District's Attendance policy is to ensure the maintenance of an adequate record of verifying the attendance of all children during days of instruction and to establish a mechanism by which the patterns of pupil absence can be examined to develop effective intervention strategies. This procedure will permit each school to know the whereabouts of every student for safety and school management reasons and will help students succeed at meeting the New York State learning standards.

School attendance is both a right and responsibility in New York State. Children have the right to attend school between the ages of 5 and 21. Parents are expected to make sure that their children attend school on a regular basis. To implement a successful attendance policy, the District needs the cooperation of all members of the educational community, including parents, students, teachers, administrators, and support staff. Through the implementation of this policy the District expects to reduce the current level of unexcused absences, lateness, and early dismissals.

Strategies Employed to Accomplish Objectives

Rocky Point School District will employ the following strategies to ensure the effectiveness of this attendance policy.

Increase awareness of policy among students by:

- a) Including a copy in the student agenda book for 6th through 12th grade students.
- b) Request signatures from students in grades 6 through 12 indicating that they have read and understand the goals and consequences established for them in the District's Attendance Policy.
- c) Including a copy of policy on the district's Web site. (www.rockypointschools.org)

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

Increase awareness of policy among parents by:

- a) Including a summary of the policy with the mailing/ConnectEd inviting parents to Open School Night.
- b) Request a parent signature on policy indicating that they have read and understand what is expected of his/her child.
- c) Including a summary of attendance requirements in the school district's calendar.
- d) Reminding them of attendance requirements when daily phone calls are made to verify student absence.
- e) Including a copy of policy on the district's Web site. (www.rockypointschools.org)

General Procedures

Each absence, late, and early dismissal will be recorded as excused or unexcused along with a code noting specific reason for absence. Excused absences are defined as: an absence due to personal illness, illness or death in the family, religious observance, quarantine, required court appearances, approved college visits, approved cooperative work programs, or military obligations. All other absences, lateness, or early dismissals will be considered unexcused.

On the secondary level, grades 6 through 12, attendance will be taken during each class period and compiled in a central location within each school. A designated staff member responsible for attendance will cross reference class absence with daily absentee list. A mechanism for transferring classroom attendance data to the building level has been developed.

On the elementary level (grades K through 5), attendance will be taken on a subject by subject basis (ELA/Math/Social Studies/Science) during each assigned period.

Any absence, lateness, or early dismissal must be accounted for. It is the parents' responsibility to notify the school within 24 hours of the absence AND to provide a written excuse upon the student's return to school. The written note should include student's name, date of absence, reason for the absence, and parent's signature. This note should be brought to the main office when he/she returns to school. Each day a child is absent a phone call from the parent is requested; however, all absences will be recorded as unexcused until a written note is received. At the secondary level it is the student's responsibility to provide documentation for all in-school appointments that will prevent a student from attending class prior to dismissal from class.

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

Parents will be notified if their child is absent, late, or departs early from school. Students in grades 9 through 12, who enter school late with an unexcused reason, will be assigned after school detention. When a student is out of school for ten or more consecutive days or is hospitalized for any period of time, the parent or guardian must contact the health office prior to the student returning to school to set up a re-entry interview.

Minimum Attendance Requirements for 9th through 12th Grade Students

The high school attendance requirement states, in part, that to be granted academic credit for any course, a student must earn a passing grade in the course and attend each class a minimum of eighty five percent (85%) of the time.

Students will not receive course credit if absent more than:

- Full-year course 28 days
- Full-year alternating day course 14 days
- Half-year course 14 days

In each course, when a student exceeds the maximum number of absences, this student's work will no longer be evaluated. A notation of "no grade" for all subsequent reporting periods and exams will be entered on the report card. Students who have failed to meet the attendance requirements will be denied academic credit but will be responsible to complete course assignments while they audit the course. If a student is eligible to take a Regents examination, pursuant to Commissioner's Regulations, the score will be noted on the student's permanent record.

Applicability

- a) This policy shall apply to students in grades 9 through 12 and for accelerated 8th grade students enrolled in courses where they earn high school credit.
- b) This policy shall apply to each course independently.
- c) This policy shall apply to students with a handicapping condition unless otherwise noted in their individualized educational program or 504 plan.
- d) Students attending classes at other facilities, such as a BOCES center, shall be subject to the attendance policies at those other facilities. In addition, this policy shall apply for the portion of the students' program for which they are enrolled at Rocky Point High School.
- e) New students to the high school, who enroll after the first semester, shall be entitled to half the number of allowable absences for each scheduled course.
- f) Students who transfer from one class to another during the school year will have their class attendance transfer to the new class.

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

Absences

- a) All absences from class will be covered by this policy. No distinction will be made between the classification of excused or unexcused when determining the total number of days absent from each course.
- b) Students shall not be considered absent when they are authorized by school officials to be somewhere other than in their regularly scheduled class. For example, if school personnel expect a student to report elsewhere during their regularly scheduled class time for such activities as meetings, conferences with school personnel, testing, physical exams, music lessons, or field trips, the student shall not be considered absent. It is the responsibility of the student and/or the designated staff member to provide the teacher with written documentation to attend these sessions before they are permitted to leave the class.
- c) Absences resulting from the student being assigned to the alternative learning program will not count as a class absence. Absences resulting from a student assigned to out-of-school suspension will not count as an absence.
- d) Students who, for any reason, are removed from the Regular Attendance Register and placed on Homebound Instruction shall not be considered absent from their regular classes during that time.

Notification Sequence

The following refers to the notification process pertaining to the number of absences in a single course. A student may be notified several different times if excessive absences exist in more than one class.

- a) As soon as possible after the fourteenth, twenty-first, and twenty-eighth absence from a full year course, the high school administration shall send written notification to the student's parent(s) and guidance counselor. The letters shall notify the parent(s) as follows:
 - After the 14th absence: The student has been absent half the number of maximum absences and may lose credit if absences continue.
 - After the 21st absence: The student has only seven absences remaining and will lose credit if absences exceed the limit.
 - After the 28th absence: The student will not receive credit due to excessive absenteeism.
- b) Similarly, as soon as possible after the sixth, tenth, and fourteenth absence from a half-year course, or a full-year alternating day course, the high school administration shall send written notification to the student's parent(s) and guidance counselor. The letters shall notify the parent(s) as follow:

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

- After the 6th absence: The student has been absent nearly half the number of maximum absences and may lose credit if absences continue.
- After the 10th absence: The student has only four absences remaining and will lose credit if absences exceed the limit.
- After the 14th absence: The student will not receive credit due to excessive absenteeism.

In every letter to a student's parent(s), a request will be made for the parent to meet with the child's counselor. A phone call from the child's guidance counselor will follow this request. The impact of excessive absences on the student's education, possible intervention strategies to eliminate the problem, and the consequences associated with the student's absenteeism will be discussed. If contact between the parent(s) and the school is not made, the school may contact outside agencies for additional support in addressing the attendance problem. The parent(s) will have an opportunity to confer with the school staff; however, a conference with the parent(s) is not a prerequisite to denying academic credit to a student who has failed to meet the attendance requirements. The prime responsibility for the student's attendance in class rests with the student.

Appeals Process

For extenuating circumstances only, a parent has the right to file a written appeal for review by the appeals committee. The appeals committee will consist of an administrator, one counselor, and one teacher. The written appeal, including all supporting documentation, must be received by the Building Principal within ten (10) days of the date of the loss of credit letter. The committee will then rule on whether the student will continue as a regular student in the class or be placed on audit. The final decision will rest with the Principal. Any further absence during the appeals process may result in dismissal of appeal and loss of credit.

Minimum Attendance Requirements for 6th-8th Grade Students

The Middle School attendance requirement is consistent with the District's Attendance Policy. All students must attend each class a minimum of eighty-five percent (85%) of the time. This shall apply to all students in grades 6 through 8, unless otherwise stated on a classified student's individual educational plan or 504 plan. Eighth grade students taking courses for high school credit must maintain the minimum attendance requirements for students in grades 9 through 12. The High School definition of absences applies for all Middle School students.

Notification Sequence and Consequences

- After 5th absence: Main office notification letter home.

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

- After 10th absence: Letter and phone call requesting parental meeting with guidance counselor and student.
- After 15th absence: Letter and phone call requiring parental meeting with Assistant Principal.
- After 20th absence: Require meeting with Principal.
Require medical documentation.
PINS consideration and/or outside agency consideration.
- After 25th absence: Require meeting with Principal.
PINS if no medical documentation is provided.
Outside agency contacted if no medical documentation provided.
- After 28th absence: PINS and outside agency may be contacted.
Principal's decision on retention regardless of academic standing.

Minimum Attendance Requirement for Pre-K through 5th Grade Students

The Elementary Schools' attendance requirement is consistent with the District's Attendance Policy. All students must attend class a minimum of eighty-five percent (85%) of the time. This shall apply to all students in grades Pre-K through 5. The school staff will discuss the importance of school attendance and offer assistance to parents and guardians of students who are excessively absent.

Notification Sequence

- a) As soon as possible after the tenth day of absence and/or tardiness, the school administration shall send written notification of the number of absences to the student's parent(s) or guardian(s) reminding them of the importance of regular attendance.
- b) As soon as possible after the twentieth day of absence and/or tardiness, the school administration shall send written notification of the number of absences to the student's parent(s) or guardian(s) expressing concern about the impact of excessive absences on the student's education. (*request a conference*)
- c) As soon as possible after the twenty-fifth day of absence and/or tardiness, the school administration shall arrange for a conference with the parent(s) or guardian(s) and shall consider contacting outside agencies to protect the interest of the child.

(Continued)

SUBJECT: ROCKY POINT SCHOOL DISTRICT'S COMPREHENSIVE ATTENDANCE PLAN (Cont'd.)

Consequences of Excessive Absenteeism at the Elementary Level

- a) A doctor's note may be required.
- b) A child must demonstrate competence for promotion to next grade level by performance on district's standardized tests.
- c) Referrals will be made to outside agencies for additional support towards attendance problem.

Incentives and Consequences for Attendance Patterns

Each school, where administration deems appropriate, may use the following list of incentives to encourage good attendance.

- a) Community donated gifts are given or raffled to students who meet attendance standards.
- b) Students who meet the attendance standard can eat in a special area or with a special person in the school.
- c) Field trip arranged for students who meet the attendance standards.
- d) Participation in extra curricula activities for students who meet attendance standards.
- e) Recognition award for one hundred percent (100%) attendance each term.
- f) Students with perfect attendance selected to park in choice locations.
- g) Attendance record used when considering issuance of working papers.

Each school, where the administration deems appropriate, may use the following list of sanctions to discourage poor attendance.

- a) Loss of the right to play sports.
- b) Loss of the right to participate in extra-curricula activities.
- c) Loss of the right to attend school-related trips.
- d) Loss of parking privileges.
- e) Revocation of student's employment permit.
- f) Attendance at meeting with parents, administration and counselor to discuss impact of excessive absences.
- g) Repetition of course or grade level due to excessive absences.

Adoption Date 3/23/09

Revision Dates 7/12/12, 7/11/13

Review Dates 8/25/14, 8/31/15, 8/29/16, 8/28/17, 8/27/18, 8/26/19, 8/24/20, 8/23/21, 8/29/22

ESTABLISH THE SUBSTITUTE RATE OF PAY SCHEDULE

Rocky Point Union Free School District
District Safety Plan



2022-2023 School Year

PROMULGATION STATEMENT

The Rocky Point Union Free School District is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, the School Board has asked for a thorough review of The Rocky Point Union Free School District emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human caused disasters.

The District Safety Plan that follows is the official plan of The Rocky Point Union Free School District. It is a result of a comprehensive review and update of school policies in the context of its location in New York and in the current world situation. We support its recommendations and commit the school's resources to ongoing training, exercises, and maintenance required to keep it current. This plan is a blueprint that relies on the commitment and expertise of individuals within and outside of the school community. Furthermore, clear communication with emergency management officials and ongoing monitoring of emergency management practices and advisories is essential.

SCHOOL BOARD PRESIDENT

DATE

APPROVAL AND IMPLEMENTATION

Emergency and Crisis Response Plan

This Emergency and Crisis Response Plan is hereby approved. This plan is effective immediately and supersedes all previous editions.

SUPERINTENDENT

DATE

SCHOOL BOARD PRESIDENT

DATE

HS PRINCIPAL

DATE

MS PRINCIPAL

DATE

JAE PRINCIPAL

DATE

FJC PRINCIPAL

DATE

CONFIDENTIAL

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THE ROCKY POINT UNION FREE SCHOOL DISTRICT DISTRICT-WIDE SCHOOL SAFETY PLAN

Commissioner's Regulation 155.17 Project 14

INTRODUCTION

Emergencies and violent incidents in school districts are critical issues that must be addressed in an expeditious and effective manner. Districts are required to develop a District-wide School Safety Plan designed to prevent or minimize the effects of serious violent incidents and emergencies and to facilitate the coordination of the district with local and county resources in the event of such incidents or emergencies.

The District-wide Plan is responsive to the needs of all schools within the district and is consistent with the more detailed emergency response plans required at the school building level. Districts are at risk of a wide variety of acts of violence, natural, and technological disasters. To address these threats, the State of New York has enacted the Safe Schools Against Violence in Education (SAVE) law.

This component of Project SAVE is a comprehensive planning effort that addresses risk reduction/prevention, response, and recovery with respect to a variety of emergencies in the school district and its schools.

The Rocky Point Union Free School District supports the SAVE Legislation, and intends to facilitate the planning process. The Superintendent of Schools encourages and advocates on-going district-wide cooperation and support of Project SAVE.

GENERAL CONSIDERATIONS

A. Purpose

The Rocky Point Union Free School District-wide School Safety Plan was developed pursuant to Commissioner's Regulation 155.17. At the direction of the Rocky Point Union Free School District Board of Education, the Superintendent of Rocky Point Union Free School District appointed a District-wide School Safety Team and charged it with the development and maintenance of the District-wide School Safety Plan.

B. Identification of School Teams

The Rocky Point Union Free School District has appointed a district-wide school safety team. The members of the team and their positions or affiliations are as follows:

- Dr. Scott O'Brien, Superintendent
- Mrs. Susann Crossan, Assistant Superintendent
- Mr. Chris Van Cott, Assistant Superintendent
- Mr. Charles Delargy, Director of Physical Education, Health, Athletics, and Nurses
 - Alternate Chief Emergency Officer
- Mr. Paul Martinez, Director of Facilities III
- Mr. Jonathon Hart, Principal, High School
- Mr. James Moeller, Principal, Middle School
- Ms. Linda Greening, Principal, Joseph A. Edgar Elementary School
- Mr. Jason Westerlund, Principal, Frank J. Carasiti Elementary School

C. Concept of Operations

- The School Safety Plan is implemented as a matter of protocol. The activation of the Plan triggers the notification of the chain of command and the assessment of the activation of elements of the Plan.
- The School Safety Plan was developed through analysis of the local environment, emergency potential, and available resources. Through training and workshops that included school employees, administration, and local emergency services, the plan has been developed to address the specific needs of the Rocky Point Union Free School District and the community.
- In the event of an emergency or violent incident, the initial response to all emergencies at the school will be by the School Emergency Response Team. The Building Principal is responsible for notifying the Superintendent, or the highest-ranking person in the chain of command. This notification shall be accomplished through the use of telephone or the district's radio network.
- Upon the activation of the School Emergency Response Team, the Superintendent of Schools or his/her designee shall be notified and, where appropriate, local emergency officials shall also be notified.
- County and state resources supplement the building's emergency action planning in a number of ways:
 - ✓ State and local law enforcement provide building reviews and employee training.
 - ✓ Local law enforcement and emergency services may participate in planning and training exercises and develop strategies for managing building-level emergencies.
 - ✓ A protocol exists for the school district to use certain facilities for sheltering during times of emergencies.
 - ✓ A protocol exists for the use of community mental health resources during post – incident response.

D. Plan Review and Public Comment

- This plan shall be made available for public comment and shall be adopted by the Board of Education pursuant to Commissioner's regulations.
- Full copies of the Building Safety Plan and any amendments shall be made available to the New York State Education Department via the District's website or upon request.
- This plan shall be reviewed periodically and maintained by the District-wide School Safety Team and the School Safety Team. The required annual review shall be completed on or before July 1 of each year after its adoption by the Board of Education.

E. Mission and Goals

- A. The mission of The Rocky Point Union Free School District in an emergency/disaster is to:
 1. Protect lives and property
 2. Respond to emergencies promptly and properly
 3. Coordinate with local emergency operations plans and community resources
 4. Aid in recovery from disasters

B. The goals of The Rocky Point Union Free School District are to:

1. Provide emergency response plans, services, and supplies for all facilities and employees
2. Ensure the safety and supervision of students, faculty, staff and visitors to the school.
3. Restore normal services as quickly as possible
4. Coordinate the use of school personnel and facilities
5. Provide detailed and accurate documentation of emergencies to aid in the recovery process

RISK REDUCTION/PREVENTION AND INTERVENTION

A. Facilities Initiatives

The school has attempted to enhance the security of its facilities through a number of initiatives, including the following:

- The school has developed a visitor sign-in procedure and requires the use of visitor ID badges.
- The school uses an employee identification badge system.
- The school has developed a single point of access for visitors, with buzzer access systems to certain areas of the school building.
- The school has installed electronic security equipment.

B. Training, Drills, and Exercises

- The school has established policies and procedures for school safety training for employees and students. Training includes:
 - ✓ The annual “early go home drill” to test evacuation and sheltering procedures.
 - ✓ The school conducts fire drills throughout the course of the year in compliance with the SED schedule for the purpose of familiarizing employees and students with emergency procedures.
 - ✓ Building-level tabletop exercises.
- The school conducts drills and other exercises to test and evaluate the effectiveness of the emergency response plan. The building principal will forward a list to the Superintendent of emergency drills and fire drills completed during the school year. Each principal will be required to complete a minimum number of student drills as follows:

Fire & Emergency Drills

- 12 Drills Annually
 - 8 conducted between September 1 and December 31
 - 8 of the drills to be evacuation drills
 - 4 of the drills to be lockdown drills.
 - Drills to be conducted at different times during the school day
- The school conducts tabletop exercises with the building-level safety teams to test the components of the emergency response plan.

- Topics for training may include general security and safety measures, intervention strategies with difficult or challenging students, building security awareness, and reporting requirements and procedures.

Explanation of Terms

A. Acronyms

✓ AED	Automated External Defibrillator	✓ Hazmat	Hazardous Material
✓ CERT	Community Emergency Response Team	✓ IC	Incident Commander
✓ CFR	Code of Federal Regulations	✓ ICP	Incident Command Post
✓ CPR	Cardio-Pulmonary Resuscitation	✓ ICS	Incident Command System
✓ DWST	District-wide School Safety Team	✓ NIMS	National Incident Management System
✓ EOC	Emergency Operations Center	✓ SC	School Commander
✓ EOPT	Emergency Operations Planning Team	✓ SOPs	Standard Operating Procedures
✓ EPI	Emergency Public information	✓ UC	Unified Command
✓ FEMA	Federal Emergency Management Agency		

Definitions

Emergency Public Information (EPI)

This includes any information that is disseminated to the public via the news media before, during and/or after an emergency or disaster.

Emergency Situation

As used in this plan, this term is intended to describe a range of situations, from a specific isolated emergency to a major disaster.

Emergency

Defined as any incident human-caused or natural that requires responsive action to protect lives and property. An emergency is a situation that can be both limited in scope and potential effects or impact a large area with actual or potentially severe effects. Characteristics of an emergency include:

- Involves a limited or large area, limited or large population, or important facilities.
- Evacuation or in-place sheltering is typically limited to the immediate area of the emergency.
- Warning and public instructions are provided in the immediate area, not communitywide.
- One or more local response agencies or departments acting under an IC normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
- May require external assistance from other local response agencies or contractors.
- May require community-wide warning and public instructions.
- The EOC may be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

Disaster

A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:

- Involves a large area, a sizable population, and/or important facilities.

- B. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
- C. Requires community-wide warning and public instructions.
- D. Requires a response by all local response agencies operating under one or more ICs.
- E. Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
- F. The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.

Hazard Analysis

A document published separately from this plan that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

Hazardous Material (Hazmat)

A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. It can be toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Hazmats include toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

Inter-Local Agreement

These are arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. This is commonly referred to as a mutual aid agreement.

Standard Operating Procedures (SOP)

SOP's are approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level.

Assumptions

Assumptions reveal the limitations of the Safety Plan by identifying what was assumed to be true during development. These allow users to foresee the need to deviate from the plan if certain assumptions prove not to be true during operations.

- A. The Rocky Point Union Free School District will continue to be exposed to and subject to the impact of those hazards described in the Hazard Summary, as well as, lesser hazards and others that may develop in the future.
- B. It is possible for a major disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
- C. A single site emergency, i.e. fire, gas main breakage, etc, could occur at any time without warning and the employees of the school affected cannot, and should not, wait for

direction from your local response agencies. Action is required immediately to save lives and protect school property.

- D. Following a major or catastrophic event, the school will have to rely on its own resources to be self-sustaining for up to 72 hours.
- E. There may be a number of injuries of varying degrees of seriousness to faculty, staff and/or students. However, rapid and appropriate response will reduce the number and severity of injury.
- F. Outside assistance will be available in most emergency situations. Since it takes time to summon external assistance, it is essential for the School to be prepared to carry out the initial emergency response on an independent basis.
- G. Proper mitigation actions, such as creating a positive school environment, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of staff, students and other personnel, and conducting periodic emergency drills and exercises can improve the School's readiness to deal with emergency situations.
- H. A spirit of volunteerism among school employees, students and families will result in their providing assistance and support to emergency response efforts.

Limitations

The Rocky Point Union Free School District affirms that no guarantee is implied by this plan of a perfect response system. As personnel and resources may be overwhelmed, the School can only endeavor to make every reasonable effort to respond to the situation, with the resources and information available at the time.

CONCEPT OF OPERATIONS

Objectives

The objectives of school safety programs are to protect the lives and well-being of students and staff through the prompt and timely response of trained school personnel should an emergency affect the school.

General

- A. It is the responsibility of the School officials to protect students and staff from the effects of hazardous events. This involves having the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the district.
- B. It is the responsibility of the school to provide emergency response education and training for school personnel.
- C. It is the responsibility of the School Principal, or a designated person, to conduct drills and exercises to prepare school personnel as well as students for an emergency situation.
- D. To achieve the necessary objectives, an emergency program has been organized that is both integrated (employs the resources of the district, school, local emergency responders, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, prevention, preparedness, response, and recovery). This plan is one element of the preparedness activities.
- E. This plan is based on a multi-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and identifies immediate action functional protocols as well as guidelines for responding to specific types of incidents.

- F. The Incident Command System (ICS) will be used to manage all emergencies that occur within the district/school. We encourage the use of IVCS to perform non-emergency tasks to promote familiarity with the system. All district and site personnel should be trained in ICS.
- G. The National Incident Management System (NIMS) establishes a uniform set of processes, protocols, and procedures that all emergency responders, at every level of government will use to conduct response actions. This system ensures that those involved in emergency response operations understand what their roles are and have the tools they need to be effective.
- H. According to the US Department of Homeland Security, school districts are among local agencies that must comply with NIMS. Compliance can be achieved through coordination with other components of local government and adoption of ICS to manage emergencies in schools. School district participation in local government's NIMS preparedness program is essential to ensure that emergency responder services are delivered to schools in a timely and effective manner. The Rocky Point UFSD recognizes that staff and students will be first responders during an emergency. Adopting NIMS will enable staff and students to respond more effectively to an emergency and enhance communication between first responders and emergency responders. The Rocky Point UFSD will work with its local government to become NIMS compliant. NIMS compliance for school districts includes the following:
- Institutionalize the use of the Incident Command System – staff and students tasked in the plan will receive ICS 100 training. ICS-100 is a web-based course available free from the Emergency Management Institute. All persons tasked in the Basic Plan or annexes will take the ICS-100 course.
 - Complete NIMS awareness course IS-700 NIMS: An introduction. IS-700 is a web-based course available from the Emergency Management Institute. All persons tasked in the Basic Plan or annexes will take the IS-700 course.
 - Participate in local government's NIMS preparedness program.
- I. Personnel tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. The school is charged with insuring the training and equipment necessary for an appropriate response are in place.
- J. This plan is based upon the concept that the emergency functions that must be performed by the school generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

OPERATIONAL GUIDANCE

Initial Response

1. School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate.

2. The Principal will be responsible for activating the school safety plan and the initial response which may include:
 - A. **Evacuation** – When conditions are safer outside than inside a building. Requires all staff and students to leave the building immediately.
 - B. **Lockout** – When conditions are safer inside a building than outside. Requires all staff and students to go to safe places in the building from outside the building.
 - C. **Lockdown** – When a person or situation presents an immediate threat to students and staff in the building. All exterior doors and classroom doors are locked and students and staff stay in their offices, work areas and classrooms.
 - D. **Shelter-in-place** – When conditions are safer inside the building than outside. For severe weather sheltering, students and staff are held in the building safe areas and interior rooms or basement away from windows. For hazardous material release outdoors with toxic vapors, students and staff are to remain in their classrooms, windows and doors are sealed and all ventilation systems are shut off. Limited movement is allowed. Taking shelter inside a sealed building is highly effective in keeping students and staff safe.
 - E. **Drop, cover and hold** – Students and staff drop low, take cover under furniture, cover eyes, head with hands and arms and protect internal organs.

Notification Procedures

1. In case of an emergency in the school, the flow of information after calling 9-1-1 shall be from the school Principal to the district office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, any one discovering the fire shall activate the building fire alarm system. Unless there is a lock down incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lock down or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.
3. In the event the School is in receipt of information, such as a weather warning that may affect a school within the district, the information shall be provided to the school District Superintendent. Specific guidelines are found in the individual annexes and appendices.

Training and Exercise

1. The Rocky Point UFSD understands the importance of training, drills and exercises in the overall emergency management program. To ensure that district personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drills and exercise actions will occur.
2. Training and refresher training sessions shall be conducted for all school personnel.
 - a. All staff will undergo training on the building-level.
 - b. Training will include components on violence prevention and mental health including training on policy and procedure for responding to implied or direct threats by students against themselves (including suicide) and the notification of parents, guardians and persons in parental relation to an individual student in the event of an implied or direct threat by the student against themselves (including suicide).
3. Records of the training provided including date(s), type of training and participant roster will be maintained.
4. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions

will also center on any revisions to additional materials such as annexes and appendices. Input from all employees is encouraged.

5. The Rocky Point Union Free School District plans for Evacuations, Shelter-in place and Bus Evacuation drills. The types of drills and exercises will be coordinated by the District Emergency Management Coordinator.
6. The Rocky Point UFSD may participate in any external drills or exercises sponsored by local emergency responders. Availability of school personnel and the nature of the drill or exercise shall govern the degree to which the district will participate as it relates to improving the school's ability to respond and deal with emergencies.

Implementation of the Incident Command System (ICS)

1. The designated incident commander (IC) for the school will implement the ICS team and serve as the IC until relieved by a more senior or more qualified individual. The IC will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
2. For disaster situations, a specific incident site may not yet exist in the initial response phase and the local Emergency Operation Center may accomplish initial response actions, such as mobilizing personnel and equipment, issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an Incident Command Post may be established at the school, and direction and control of the response transitioned to the IC. This scenario would likely occur during a community wide disaster.

Source and Use of Resources

The Rocky Point Union Free School District will use its own resources to respond to emergency situations until emergency response personnel arrive. If additional resources are required, the following options exist:

- A. Request assistance from volunteer groups active in disasters.
- B. Request assistance from industry or individuals who have resources needed to assist with the emergency situation.

Incident Command System (ICS)

1. The Rocky Point UFSD intends to employ ICS in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand.
2. The Incident Commander is responsible for carrying out the ICS function of command-managing the incident. The IC may be the superintendent or the building principal initially, but may transfer to the appropriate emergency responder agency official. In order to clarify the roles, the school official in charge will be known as the School Commander. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the IC and one or two individuals may perform all of these functions. For larger emergencies, a number of individuals from different local emergency response agencies may be assigned to separate staff sections charged with those functions.
3. In emergency situations, where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, in most circumstances there will be a transition from the normal ICS structure to a Unified Command structure. Designated individuals from one or more response agencies along with the School Commander will work jointly to carry out the response. This arrangement helps to

ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency.

Incident Command System – Emergency Operations Center (EOC) Interface

4. For community-wide disasters, the EOC will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the ICP and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The IC is generally responsible for field operations, including:
 - Isolating the scene
 - Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - Warning the district/school staff and students in the area of the incident and providing emergency instructions to them.
 - Determining and implementing protective measures (evacuation or in-place sheltering) for the district/school staff and students in the immediate area of the incident and for emergency responders at the scene.
 - Implementing traffic control arrangements in and around the incident scene.
 - Requesting additional resources from the EOC. The EOC is generally responsible for:
 1. Providing resource support for the incident command operations.
 2. Issuing community-wide warning
 3. Issuing instructions and providing information to the general public
 4. Organizing and implementing large-scale evacuation.
 - Organizing and implementing shelter and massive arrangements for evacuees.
 - In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC.

ORGANIZATIONAL STRUCTURE FOR EMERGENCY MANAGEMENT

Most schools have emergency functions in addition to their normal day-to-day duties. During emergency situations, the normal organizational arrangements are modified to facilitate emergency operations. School organization for emergencies include an executive group, emergency operations planning team/district-wide school safety team, emergency response teams, emergency services, and support services.

Executive Group

The Executive Group provides guidance and direction for school safety programs and for emergency response and recovery operations. The Executive Group includes the Superintendent (Chief Emergency Officer), District Emergency Management Coordinator (Alternate Chief Emergency Officer), Assistant Superintendent, Director of Facilities, School Principals and others designated in this plan or by the Superintendent of Schools.

Emergency Operations Planning Team/District-wide School Safety Team

The Emergency Operations Planning Team develops emergency operations plan for the district or schools, coordinates with local emergency services to develop functional annexes as well as annexes for specific hazards, coordinates The Rocky Point Union Free School District planning activities and recruits members of the school's emergency response teams. There will be an EOPT at the district level and planning team at each school. The Emergency Operations Planning Team at the school level includes District Emergency Management Coordinator,

Principal, School Resource Officer, Counselor(s), and Nurses(s). The emergency operations planning team/district-wide school safety team members are listed in Appendix 7.

Emergency Response Team

Emergency Response Teams assist the Incident Commander in managing an emergency and providing care for school employees, students and visitors before local emergency services arrive or in the event of normal local emergency services being unavailable. The Emergency Response Teams are included in the appendix.

PHASES OF EMERGENCY MANAGEMENT AND ASSIGNMENT OF RESPONSIBILITIES

For most emergency functions, successful operations require a coordinated effort from a number of personnel. To facilitate a coordinated effort, school staff, and other school personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the school that possesses the most appropriate knowledge and skills. Other school personnel may be assigned support responsibilities for specific emergency functions.

The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Listed below are general responsibilities assigned to the Teachers, Emergency Services, and Support Services. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Phase I - Mitigation/Prevention

Mitigation/Prevention addresses what can be done to reduce or eliminate risk to life and property.

The Rocky Point Union Free School District will conduct mitigation/prevention activities as an integral part of the school safety program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities.

Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

- ✓ Hazard Analysis
- ✓ Identifying hazards
- ✓ Analyzing hazards
- ✓ Mitigating/preventing hazards
- ✓ Monitoring hazards
- ✓ Student Prevention Programs

Program Initiatives

The district has developed a number of programs and activities to aid in risk reduction. These initiatives span from Kindergarten through 12th grade.

Grade Levels	Character Education	Social Skills Development	Positive Decision Making
K to 2	<ul style="list-style-type: none"> ➤ Six Pillars of Character ➤ Connecting Character to Conduct 	<ul style="list-style-type: none"> ➤ Bucket Filling Program ➤ Social Skills/Friendship Groups ➤ Second Step ➤ Big Buddy, Little Buddy 	<ul style="list-style-type: none"> ➤ Piloted Programs: <i>I Can Problem Solve</i> ➤ Too Good For Drugs ➤ M & M Mentoring ➤ Red Ribbon Week
3 to 5	<ul style="list-style-type: none"> ➤ Six Pillars of Character ➤ Daily Words of Wisdom ➤ Connecting Character to Conduct 	<ul style="list-style-type: none"> ➤ Social Skills/Friendship Groups ➤ Second Step ➤ Big Buddy, Little Buddy ➤ Peer Leadership Club 	<ul style="list-style-type: none"> ➤ Too Good For Drugs ➤ Peer Mediation ➤ Caring Connections ➤ Red Ribbon Week
6 to 8	<ul style="list-style-type: none"> ➤ Connecting Character to Conduct ➤ Connecting Character to Education ➤ Rachel's Challenge ➤ Student of the Month ➤ Character Counts Awards 	<ul style="list-style-type: none"> ➤ Second Step ➤ Mentoring Programs ➤ Natural Helpers 	<ul style="list-style-type: none"> ➤ Cyber Bullying & Internet Safety ➤ Police Smart Assemblies ➤ Red Ribbon Week
9 to 12	<ul style="list-style-type: none"> ➤ Connecting Character to Conduct ➤ Challenge Day 	<ul style="list-style-type: none"> ➤ Mentoring Programs ➤ Project Success 	<ul style="list-style-type: none"> ➤ Conflict Mediation ➤ SADD Club ➤ Red Ribbon Week

In addition:

- The District Code of Conduct.
- All employees received Child Abuse and Harassment training.
- The district has a teacher referral program for student substance abuse.
- The school has developed a Crisis Intervention/Response plan.
- The district has a chapter of Students Against Destructive Decision-Making.
- Presentations on suicide prevention.
- In-district psychologists, social workers.
- Student Council.
- Athletic Code of Conduct.
- Drug and alcohol counseling.

Responsibilities

The Superintendent

- ✓ Initiate, administer, and evaluate safety programs to ensure the coordinated response of all schools within the system.
- ✓ Implement the policies and decisions of the governing body relating to emergency management.

Emergency Operations Planning Team

- ✓ In conjunction with the district and local emergency services create and maintain the Emergency Operations Plan.

Teachers

- Implement Character Education, Social Skills Development and Positive Decision Making Curricula with K-12 students.
- Implement Health Education Curricula.

Technology/Information Services (Technology Director and Building Technology Staff)

- ✓ Assist in establishment/maintenance of emergency communications network.
- ✓ Establish and maintain, as needed, a stand-alone computer with student and staff data base for use at the emergency site.
- ✓ As needed, report various sites involved in the communication system if there are problems in that system.

Phase II – Preparedness

Preparedness focuses on the process of planning for the worst-case scenario.

Preparedness activities will be conducted to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in the emergency operations program are:

- a. Providing emergency equipment and facilities.
- b. Emergency planning, including maintaining this plan, its annexes, and appendices.
- c. As practicable, involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist the school during emergencies in training opportunities.
- d. Conducting periodic drills and exercises to test emergency plans and training.
- e. Completing an After Action Review after drills, exercises and actual emergencies.
- f. Revise this plan as necessary.

Responsibilities

The School Board

- ✓ Establish objectives and priorities for the school safety program and provide general policy guidance on the conduct of that program.
- ✓ Review school construction and renovation projects for safety.
- ✓ Appoint a District Emergency Management Coordinator to assist in planning and review and appoint the district-wide school safety team.

The Superintendent (Chief Emergency Officer)

- ✓ Obtain a resolution from the local school board giving needed authority and support to develop school emergency operations programs and plans.
- ✓ Authorize immediate purchase of outside services and materials needed for the management of emergency situations.
- ✓ Implement the policies and decisions of the governing body relating to emergency management.

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

- ✓ Establish a school safety plan review committee to approve and coordinate all emergency response plans.
- ✓ Serve as the staff advisor to the superintendent and principals on emergency management matters.
- ✓ Keep the superintendent and principals apprised of the preparedness status and emergency management needs.
- ✓ Coordinate local planning and preparedness activities and the maintenance of this plan.
- ✓ Prepare and maintain a resource inventory.
- ✓ Arrange appropriate training for district emergency management personnel and emergency responders.
- ✓ Coordinate periodic emergency exercises to test emergency plans and training.
- ✓ Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- ✓ Serve as the school's Emergency Management Coordinator.
- ✓ Organize the school's safety program and identify personnel, equipment, and facility needs.
- ✓ Encourage incorporation of emergency preparedness material into regular curriculum.

- ✓ Provide copies of the school plan to the superintendent and other authorized parties.
- ✓ Monitor developing situations such as weather conditions or incidents in the community that may impact the school.
- ✓ Create “Go Bags” for each school with appropriate maps, floor plans, faculty and student rosters, photos, bus routes, and other pertinent information to help manage the emergency

The School Principals

- ✓ Ensure that the plan is coordinated with the district's plans and policies.
- ✓ Assign selected staff members to the Emergency Operations Planning Team who will develop the school’s emergency operations plan.
- ✓ Ensure that school personnel and students participate in emergency planning, training, and exercise activities.
- ✓ Conduct drills and initiate needed plan revisions based on outcomes of drills.
- ✓ Assign school emergency responsibilities to staff as required. Such responsibilities include but are not limited to:
 1. Provide instruction on any special communications equipment or night call systems used to notify first responders.
 2. Appoint monitors to assist in proper evacuation.
 3. Ensure that all exits are operable at all times while the building is occupied.
 4. Ensure a preplanned area of rescue assistance for students and other persons with disabilities within the building readily accessible to rescuers.

Crisis Response Teams

- ✓ Participate in the Community Emergency Response Team (CERT) program.
- ✓ Create annexes for their specific emergency function.

Teachers

- ✓ Prepare classroom emergency Go Kits.
- ✓ Participate in trainings, drills and exercises.
- ✓ Establish a buddy system for students and teachers with disabilities.

Technology/Information Services (Technology Director and Building Technology Staff)

- ✓ Assist in establishment/maintenance of emergency communications network.
- ✓ Assist in obtaining needed student and staff information from the computer files.
- ✓ Establish and maintain computer communication with the central office and with other agencies capable of such communication.

Transportation (First Student Transportation)

- ✓ Establish and maintain school division protocols for transportation-related emergencies.
- ✓ Establish and maintain plans for the emergency transport of district personnel and students
- ✓ Train all drivers and transportation supervisory personnel in emergency protocols involving buses.

Phase III – Response

Response is taking action to effectively contain and resolve an emergency.

The Rocky Point Union Free School District will endeavor to respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Responsibilities

The Superintendent (*Chief Emergency Officer*)

- ✓ Assign resources (personnel and materials) to various sites for specific needs. This may include the assignment of school personnel from other school or community sites such as community emergency shelters.
- ✓ Coordinate use of school building(s) as public shelter(s) for major emergencies occurring in the city or county.
- ✓ Coordinate emergency assistance and recovery with first responders.

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

- ✓ Gather information from all aspects of the emergency for use in making decisions about the management of the emergency.
- ✓ Monitor the emergency response during emergency situations and provide direction where appropriate. Stay in contact with the leaders of the emergency service agencies working with the emergency.
- ✓ Request assistance from local emergency services when necessary.
- ✓ Serve as the staff advisor to the superintendent and principals on emergency management matters.
- ✓ Keep the superintendent and principals apprised of the preparedness status and emergency management needs.

The School Principals

- ✓ Have overall decision-making authority in the event of an emergency at his/her school building until emergency services arrives.
- ✓ With assistance of the Public Information Officer, keep the public informed during emergency situations.
- ✓ Act as Incident Commander until relieved by a more qualified person or the appropriate emergency responder agency, and assist in a Unified Command.

Emergency Operations Planning Team

- ✓ Provide assistance during an emergency and in accordance with designated roles.

Crisis Response Teams

- ✓ Assist the superintendent and principal during an emergency by providing support and care for school employees, students and visitors during an emergency before local emergency services arrive or in the event of normal local emergency services being unavailable.
- ✓ Provide the following functions when necessary and when performing their assigned function will not put them in harm's way:
 1. Facility evacuation
 2. First aid
 3. Search and rescue
 4. Limited fire suppression
 5. Damage assessment
 6. Student/Parent Reunification
 7. Student supervision
 8. Support and security

Teachers

- ✓ Direct and supervise students en-route to pre-designated safe areas within the school grounds or to an off-site evacuation shelter.

- ✓ Visually check rooms and areas along the path of exit for persons who may not have received the evacuation notice. This process should not disrupt the free flow of students out of the building.
- ✓ Maintain order while in student assembly area.
- ✓ Verify the location and status of every student. Report to the incident commander or designee on the condition of any student that needs additional assistance.
- ✓ Remain with assigned students throughout the duration on the emergency, unless otherwise assigned through a partner system or until every student has been released through the official "student/family reunification process."

Technology/Information Services (Technology Director and Building Technology Staff)

- ✓ Coordinate use of technology.
- ✓ Establish and maintain computer communication with the central office and with other agencies capable of such communication.

The School Incident Commander

- ✓ Assume command and manage emergency response resources and operations at the incident command post to resolve the emergency situation until relieved by a more qualified person or the appropriate emergency response agency official.
- ✓ Assess the situation, establish objectives and develop an emergency action plan.
- ✓ Determine and implement required protective actions for school response personnel and the public at an incident site.
- ✓ Appoint additional staff to assist as necessary.
- ✓ Work with the emergency services agencies in a Unified Command.

Phase IV – Recovery

Recovery deals with how to restore the learning and teaching environment after a crisis.

If a disaster occurs, the Rocky Point UFSD will assist our Community Partners as needed during the recovery phase that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state.

Responsibilities

The Superintendent (Chief Emergency Officer)

- ✓ Coordinate emergency assistance and recovery with first responders.

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

- ✓ Serve as the staff advisor to the superintendent and principals on emergency management matters.
- ✓ Keep the superintendent and principals appraised of the preparedness status and emergency management needs.

Emergency Operations Planning Team

- ✓ Conduct debriefings at the conclusion of each emergency to critique the effectiveness of the emergency operations plan.

Post Incident Response Team

- ✓ Mobilization of the District’s Mental Health professionals.

EMERGENCIES OCCURRING DURING SUMMER OR OTHER SCHOOL BREAKS

If the school administrator or other emergency response/district-wide school safety team member is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

- a. Institute the phone tree to disseminate information to Emergency Response Team members and request a meeting of all available members. The phone tree is located in Appendix 6.
- b. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
- c. Notify staff or families of students identified in #2 and recommend community resources for support.
- d. Notify general faculty/staff by letter or telephone with appropriate information.
- e. Schedule appropriate meeting(s) for an update the week before students return to school.
- f. Be alert for repercussions among students and staff. When school reconvenes, check core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

DIRECTION and CONTROL

1. General

- ✓ The Principal is responsible for establishing objectives and policies for emergency operations and providing general guidance for emergency response and recovery operations. In most situations, the Principal will assume the role of Incident Commander. During disasters, he/she may carry out those responsibilities from the ICP.
- ✓ The District Emergency Management Coordinator will provide overall direction of the response activities of the school. During emergencies and disasters, he/she will normally carry out those responsibilities from the ICP.
- ✓ The Incident Commander assisted by a staff sufficient for the tasks to be performed, will manage the emergency response from the Incident Command Post until local emergency services arrive.
- ✓ During emergency operations, the school administration retains administrative and policy control over their employees and equipment. However, personnel and equipment to carry out mission assignments are directed by the Incident Commander. Each emergency services agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such as common communications protocol and Unified Command, may be adopted to facilitate a coordinated effort.
- ✓ If the school's own resources are insufficient or inappropriate to deal with an emergency situation, assistance from local emergency services, organized volunteer groups, or the State should be requested.

2. Emergency Facilities

1. School Incident Command post should be established on scene away from risk of damage from the emergency. Pre-determined sites for command posts outside the school building will be identified in cooperation with local emergency responder agencies. Initially, ICP will most likely be located in the main office of the school, but alternate locations must be identified if the incident is occurring at that office.

2. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as severe winter storm or area-wide utility outage), an Incident Command Post or command posts will be established within the vicinity of the incident site(s). As noted previously, the Incident Commander will be responsible for directing the emergency response and managing the resources at the incident scene.

NATIONAL TERRORISM ADVISORY SYSTEM - NTAS

The new National Terrorism Advisory System replaces the Homeland Security Advisory System that has been in place since 2002. The National Terrorism Advisory System, or NTAS, will include information specific to the particular credible threat, and will not use a color-coded scale. When there is credible information about a threat, an NTAS Alert will be shared with the American public. It may include specific information, if available, about the nature of the threat, including the geographic region, mode of transportation, or critical infrastructure potentially affected by the threat, as well as steps that individuals and communities can take to protect themselves and help prevent, mitigate or respond to the threat. The advisory will clearly indicate whether the threat is **Elevated**, if there is no specific information about the timing or location, or **Imminent**, if the threat is impending or very soon. The School will use similar wording in the event of an emergency.

ADMINISTRATION AND SUPPORT

Agreements and Contracts

- A. Should school resources prove to be inadequate during an emergency; requests will be made for assistance from local emergency services, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the school district officials authorized to request assistance pursuant to those documents.
- B. The agreements and contracts pertinent to emergency management that this school is party to are summarized in Appendix 1.

PLAN DEVELOPMENT AND MAINTENANCE

Plan Development and Distribution of Planning Documents

- A. The District-Wide Safety Team is responsible for reviewing and providing input to the District Safety Plan, including annexes, when convened to do so by the Superintendent (Chief Emergency Officer) or his designee. The Rocky Point UFSD Board of Education is responsible for approving and promulgating this plan.
- B. Distribution of Planning Documents
 1. The Principal shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those tasked in this document.
 2. The Basic Plan should include a distribution list that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who

receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes the emergency management organization and basic operational concepts. The distribution list for the Basic Plan is located in Appendix 14.

C. Review

1. The Basic Plan and its annexes shall be reviewed periodically by the District-Wide Safety Team and others deemed appropriate by school administration.
2. Update
 - a) This plan along with the Building-Level Emergency Response Plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or school structure occur.
 - b) The Basic Plan and its annexes must be revised or updated as necessary. Responsibility for revising or updating the Basic Plan is assigned to the District-Wide Safety Team.
 - c) The Principal is responsible for distributing all revised or updated planning documents to all departments, agencies, and individuals tasked in those documents.

CONFIDENTIAL

ROCKY POINT UNION FREE SCHOOL DISTRICT

Purchasing Procedures Manual

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PURCHASING PROCEDURES MANUAL

INTRODUCTION

It shall be the goal of the Board of Education to focus on the educational welfare of the students, in conjunction with seeking maximum value for each dollar expended. In pursuit of this goal, the Board of Education shall purchase competitively, without prejudice, all goods and services necessary to support the educational and auxiliary departments of the district. The adoption of written purchasing policies and procedures, in compliance with General Municipal Laws 103 and 104.b will help to assure that these goals are met.

The objective of the procurement process is to obtain goods and services of the appropriate quality, in the appropriate quantity, at the appropriate time, at the best possible price, in compliance with all applicable rules and regulations. This Purchasing Manual prepared at the direction of the Board of Education shall clearly establish the Procurement Policy and Procedures governing the purchasing activities of the district and shall serve as a guideline to meet these objectives. The cooperation of all involved is essential for the efficient and effective operation of the procedures as outlined.

The following sets forth the procedures for the procurement of goods and services by the district:

DEFINITIONS

Purchase Contract: a contract involving the acquisition of commodities, materials, supplies or equipment.

Public Works Contract: a contract involving services, labor and/or construction including, but not limited to construction, paving, printing and repairs.

GENERAL MUNICIPAL LAW

The Board of Education policy, based upon the General Municipal Law requires that purchase contracts for materials, equipment and supplies involving an estimated annual expenditure which exceeds \$20,000 and public work contracts involving an expenditure of more than \$35,000 will be awarded only after responsible bids have been received in response to a public advertisement soliciting formal bids. In determining the necessity for competitive bidding, the aggregate cost of a commodity estimated to be purchased in a fiscal year must be considered.

If in excess of bid limits, the following is also subject to General Municipal Law 103:

Lease/rental of personal property (Section 1725 of Education Law)

"Lease Purchasing" agreement for instructional equipment (Section 172S-A of Education Law)

"Installment Purchase" of equipment, machinery and apparatus (Section 109-8 of General Municipal Law)

Cooperative Bid Arrangements (Section 119-9 of General Municipal Law)

Standardization (Section 103 of General Municipal Law)

Transportation contracts and cafeteria contracts covered by "Education Law" are subject to same limits as "Purchase Contracts" under (Section 103 of General Municipal Law 9 Section 305, Subdivision 14, Education Law)

BEST VALUE

Effective January 27, 2012, General Municipal Law (GML) Section 103 was amended to permit a school district or BOCES to award purchase contracts in excess of twenty thousand dollars (\$20,000) on the basis of "best value", rather than on the basis of the lowest responsible bid. The Board of Education must adopt a resolution at a public meeting authorizing the award of bids based on "best value." The Board of Education may also approve "best value" bid award recommendations on an individual bid basis at a scheduled public meeting. A best value award is one that optimizes quality, cost and efficiency, typically applies to complex services and technology contracts and is quantifiable whenever possible.

PROFESSIONAL SERVICES- EXCEPTION TO COMPETITIVE BIDDING

One of the most prominent exceptions to competitive bidding is professional services. Professional services generally include services rendered by attorneys, engineers and certain other services requiring specialized or technical skills or professional judgement. In addition, insurance coverage (e.g., health, liability and workers' compensation) is not subject to competitive bidding requirements.

In order to promote competition in professional services, where price is not necessarily the sole criterion for award, the District will issue requests for proposals (RFP's) as deemed in the best interest of the District and/or request by the Board of Education. The RFP document will provide detailed information on the type of service to be provided, minimum requirements, and where applicable, the evaluation criteria that will govern the contract award.

Proposals may be solicited via public advertisement or potential vendors may be contacted directly and provided with the RFP. Proposers may be contacted for clarification and questions and proposals will be evaluated by one or more qualified individuals prior to award.

"PIGGYBACKING" LAW-EXCEPTION TO COMPETITIVE BIDDING

On August 1, 2012, General Municipal Law (GML) Section 103 was amended to allow school districts to purchase certain goods and services (apparatus, materials, equipment and supplies) through the use of contracts let by the United States or any agency thereof, any state, and any county, political subdivision or district of any state. The amendment authorizes school districts and BOCES to "piggyback" on contracts let by outside governmental agencies in a manner that constitutes competitive bidding "consistent with state law."

This "piggybacking" is permitted on contracts issued by other governmental entities, provided that the original contract:

- a) Has been let by the United States or any agency thereof, any state (including New York State) or any other political subdivision or district therein;
- b) Was made available for use by other governmental entities and agreeable with the contract holder; and

- c) Was let in a manner that constitutes competitive bidding consistent with New York State law and is not in conflict with other New York State laws.

The "piggybacking" amendment and the "best value" amendment may not be combined to authorize a municipality to "piggyback" onto a cooperative contract which was awarded on the basis of "best value." In other words, while a school district or BOCES may authorize the award of contracts on the basis of "best value", it may not "piggyback" onto a purchasing contract awarded by another agency on the basis of "best value."

PURCHASES DIRECTLY CHARGED TO A FEDERAL AWARD

To the extent that its requirements are not already included in this Policy, the District will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, ("Uniform Guidance") when making purchases directly charged to a federal award. The District's contracts with respect to these purchases will contain the applicable provisions set forth in Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

As required by the Uniform Guidance, the below provisions apply only to procurements for goods and services that are directly charged to a federal award and are to be applied in addition to all other provisions set forth above in this Policy. The below provisions do not apply to indirect costs.

A. GENERAL PROCUREMENT STANDARDS

- a) The District will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- b) The District will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the District may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct will provide for the possibility of disciplinary action for violations of such standards by officers, employees, or agents of the District.
- c) The District's procedures will avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- d) The District will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited, to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- e) The District may use a "time and materials type contract" only after it determines that no other contract is suitable and provided that the contract includes a ceiling price that the contractor exceeds at its own risk. "Time and materials type contract" means a contract for which the cost to the District is the sum of: The actual cost of materials; and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a "time and materials contract" provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract will set a ceiling price that the contractor exceeds at its own risk. Further, the District will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- f) The District alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the District of any contractual responsibilities pursuant to its contracts. The Federal awarding agency will not substitute its judgment for that of the District unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority with proper jurisdiction.

B. COMPETITION

- a) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of this policy and applicable law. In order to ensure objective contractor performance and eliminate unfair competitive **advantage**, contractors that develop or draft specifications, requirements, statement of work, or invitations for bids or requests for proposals will be excluded from competing for those procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - 1. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - 2. Requiring unnecessary experience and excessive bonding;
 - 3. Noncompetitive pricing practices between firms or between affiliated companies;
 - 4. Noncompetitive contracts to consultants that are on retainer contracts;
 - 5. Organizations conflicts of interest;
 - 6. Specifying on a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - 7. Any arbitrary action in the procurement process.
- b) The District will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural or engineering (A/E) services, geographic location may be a selection criterion provided its application leaves and appropriate number of qualified firms, given the nature and size of the project, to compete

for the contract.

- c) The District will have written procedures for procurement transactions. These procedures will ensure that all solicitation incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and such description will not contain features that unduly restrict competition.

C. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES (SMWBE) AND LABOR SURPLUS AREA FIRMS

- a) The District will take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.
- b) Affirmative steps will include placing qualified small and minority businesses and women's business enterprises on solicitation lists; assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises; and establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

D. FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW

- a) The District will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes that review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- b) The District will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents (for example, requests for proposals or invitations for bids, or independent cost estimates).

THE PURCHASING AGENT

The Purchasing Agent shall be responsible for the implementation of purchasing policy and procedures. Such policy and procedures shall comply with all applicable laws and regulations of the State of New York and the Commissioner of Education.

PROCEDURE FOR BIDS: ADVERTISEMENTS, OPENINGS, EVALUATIONS

A "Notice to Bidders" shall be published in the officially designated newspaper(s) and may also be mailed to potential bidders sufficiently in advance of the scheduled bid opening date to permit timely preparation and submission of bids. The "General Terms and Conditions and/or Information for Bidders shall be incorporated in all contracts.

Bids shall be received until the opening time designated in the official notice. Late bids will not be accepted. All bids shall be date stamped upon receipt and shall be kept in a safe location until the time for opening.

Bids shall be opened at the time and place set forth in the Notice to Bidders. There will be at least two district employees present at each bid opening, including the Purchasing Agent or his/her designee. All interested parties may also attend the opening of bids.

Names of all persons/firms submitting bids shall be read aloud. Pricing submitted shall be read aloud and recorded by designated district personnel. Bids may be inspected at the conclusion of the bid opening.

Contracts shall be awarded upon approval of the Board of Education, to the lowest responsible bidder, or based on "best value", as recommended by the appropriate district personnel in cooperation with the Purchasing Agent.

Results of the evaluation of said bids will be available to the public subsequent to the award by the Board of Education.

All bids shall be analyzed to determine whether the low bidder is "responsible". The Purchasing Agent shall consider:

- Adequate expertise, prior experience with comparable projects, financial resources necessary to perform the work outlined in the contract in a timely, competent and acceptable manner;
- Reliable past performance, products or services. Such factors indicating unreliable past performance, products or services may include, but not limited to:
 - Inability to provide items as awarded in previous bids
 - Inability to deliver materials or services in a timely fashion as required by contract/bid documents.
 - The substitution of alternate items without notifying the district.
 - Variance in any way from the prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the district.
 - Products which did not meet district standards as determined through its own testing and evaluation procedures, whether conducted in-house or through third party analysis and/or testing.
 - Failure to provide independent test documentation to determine whether substitute equipment or products meet or exceed bid specifications when such testing is required.
 - Failure or difficulty in providing proper certificates of insurance or performance bonds where and when required.
 - Use of subcontractors which provide inferior products or services.
 - Failure to provide adequate references.
 - Loss of certification as qualified installation contractor from materials suppliers
 - Failure to provide samples of alternate bid items when requested

The Purchasing Agent shall maintain accurate and complete records as to the performance of any contractor or vendor in order to document any failure in performance for future reference. The district may cooperate with other school districts in providing the following information between and amongst themselves for the purpose of selecting the lowest responsible bidder in future contracts for goods and/or services.

- Engagement in criminal conduct in connection with any other government contract or the conduct of business activity that involves such crimes as extortion, bribery, fraud, bid-rigging and embezzlement;
- Grave disregard for the safety of employees or members of the public. The Purchasing Agent may determine whether employees will be properly trained and whether the equipment to be used is safe and functioning properly;
- Willful noncompliance with the state labor laws regarding prevailing wage and supplement payment requirements. All contracts on public work projects are required to pay their employees not less than the prevailing wage;
- Disregard for other state labor laws, including child labor, proper and timely wage payments and unemployment insurance laws;
- Violations of the State Workers' Compensation Law including failure to provide proof of proper workers' compensation or disability coverage;
- Violations of any state or federal environmental statutes;
- The failure to abide by state and federal statutes and regulations regarding efforts to solicit and use disadvantaged minority and women-owned business enterprises as potential sub-contractors;
- The submission of a bid which is mathematically or materially unbalanced;
- The submission of a bid which is so much lower than the contracting agency's confidential estimate that it appears unlikely that the contractor will be able to complete the project satisfactorily at the price bid; or
- The presentation of false or misleading statements or any other issue that raises serious questions about the responsibility of the bidder.

The Purchasing Agent shall make a recommendation to the Board of Education as to the lowest responsible bidder who has complied with the bid specifications. Should an item submitted for consideration by the lowest responsible bidder not exactly meet all of the specifications, the Purchasing Agent may, in consultation with the end user, award said item. This shall occur only when deviations from specifications does not significantly alter the performance of the product or conflict with General Municipal Law rules and regulations.

The Board must adopt the contract by resolution.

In the event there are two or more tied responsible bidders, the Board may make an award to one of the low bidders or, in its discretion, it may reject all the bids and re-advertise the purchase. In making an award in the case of tied low bidders, the Board may give consideration to a local business or supplier.

Bid bonds or deposits may be required, at the discretion of the Purchasing Agent, on all purchase contracts. Deposits may be required for labor or service contracts. Performance Bonds of one hundred percent (100%) of the bid price may be required for contracts at the discretion of the Purchasing Agent. Every bid shall contain the Non-Collusive certification, properly executed by the bidder, required by Section 103-d of the General Municipal Law.

Minor deviations from specifications or compliance with bidding requirements may be waived upon the recommendation of the Purchasing Agent. The Purchasing Agent, in cooperation with appropriate administrators, shall determine all questions of comparability or equivalency. Legal counsel may be consulted, if deemed necessary.

SUBMITTING A FORMAL BID REQUEST

A formal bid request must be submitted to the Purchasing Department as least one (1) month before bid is to be opened:

- Requests for Capital Projects must be approved by the State Education Department prior to being acted upon by Purchasing.
- Requests must be submitted with the assurance that the money is available for materials and/or services requested.
- If funding must be obtained by budgetary transfer request, transfer must be approved prior to submitting the bid request.
- Specifications provided by the department must be submitted in a manner that is clear and legible, preferably typed on 8 1/2" x 11" white paper, or forms provided by Purchasing Department.

Requests must include the following:

- Physical, chemical and/or electrical composition
- Dimensions, tolerance and performance expected
- Quantity or estimated quantity required
- Time requirements
- Suggested vendors
- Approximate Cost

- Upon the submission of the above, the Purchasing Department will schedule advertising of bids in the legal section of the "Official District Newspaper(s)".
- After completion of the tabulation of the bids, the department submitting the request will review the data and make written recommendations in conjunction with the Purchasing Agent. It is the responsibility of the Purchasing Agent to make alternate suggestions as to procurement of goods/services, if, in the judgment of the Purchasing Agent, said alternates meeting the users' needs, and can be expeditiously and economically procured.

PURCHASE SPECIFICATIONS

Utilizing the information furnished by the ordering Department, the Purchasing Agent shall prepare specifications for certain supplies or commodities needed, and advertise for bids based on the specifications prepared. Specifications will not be written in such a manner as to effectively exclude all but one bidder. Specifications shall be written in a manner to allow any product, article, or object that is a reasonable equivalent to satisfy the bid requirements.

Specifications for all advertised bids will be furnished to bidders by the purchasing department, utilizing the vendor list maintained, upon request of bidder, by mail or phone. The Board of Education reserves the right to reject all bids in accordance with applicable law. The award of bids may not be done in a manner that may be construed as arbitrary or capricious, but rather based on facts submitted by the lowest responsible bidder.

The Purchasing Agent will be responsible for the following specification information:

Terms and Conditions of Bid
Non-Collusive Certification
Official bid sheets
Necessary surety required
Affidavit of Compliance
Sole Source Justification

Purchasing Agent will ensure that bidder meets standards mandated by specifications.

Specifications for all advertised bids will be furnished to bidders by the purchasing department, utilizing the vendor list maintained, upon request of bidder, and/or by mail.

EVALUATION OF PRODUCTS/QUALITY CONTROL

The acquisition of products for evaluation purposes is the responsibility of the Purchasing Agent. When practical, bidders shall be required to submit a sample of their product so that conformance with specifications can be ascertained. Such testing must be coordinated and documented by the purchasing office. When a low bidder proposes an alternate as "equal" to that specified, it is the responsibility of the Purchasing Agent in cooperation with the appropriate administrator, to determine whether the proposed substitution is, in fact, an equal. Such decision shall be based on evaluation by the user and the Purchasing Agent. Documentation shall include all related data.

The materials or supplies actually received may be tested, on a random sampling basis, to determine if the quality of the product continues to meet the standards established. The Purchasing Agent shall be responsible for obtaining the best quality product at the most reasonable price while also considering the ultimate use of the product.

REQUISITIONING/ORDERING

- Only the person designated as Purchasing Agent, or in the absence of the Purchasing Agent the Deputy Purchasing Agent, may commit the district to a purchase.
- Only purchase order forms provided by the Purchasing Agent shall be used.
- The purchase order shall be prepared by the ordering location and signed by the authorized budget supervisor.
- Standard lists of commonly used items shall be jointly developed for all categories or groups of supplies by the Purchasing Agent and the appropriate departments. Items not specifically included on standard supply lists shall be requested on the requisition form provided by the Purchasing Department. These lists shall be used as a basis for determining the legality of obtaining quotations or formal bids. They shall also be used as a basis for ordering subsequent to approval of award recommendation.
- The purchase order shall serve as a requisition until such time as it receives final approval, this being the signature of the Purchasing Agent.
- The following are designated as "budget supervisors", authorized to approve items for purchase, ie., Superintendent, Assistant Superintendents, School Business

Official, Principals, Directors, Supervisors, Coordinators, Administrative Assistants, Administrators for Physical Education, Community Education and Personnel and District Clerk. Each Budget Supervisor is responsible for compliance with the purchasing procedures adopted.

- The number of purchase orders will be kept to a minimum. Purchase orders shall be processed to conform to the purchasing schedule.
- It shall be the responsibility of the Assistant Superintendent for Business to ensure that appropriate financial record keeping and accounting is performed.

PREPARATION OF PURCHASE ORDER

The purchase order should include but not be limited to the following information:

- Description of item requested
- Quantity required
- Code to be charged
- Vendor number
- Date
- Signature of budget supervisor
- Bid/contract number
- Delivery Instructions/ship to information
- Discounts as appropriate
- Bill to information
- Unit price/Total price

In no circumstances are Purchase Orders to be mailed directly to supplier without first routing through the Purchasing Office.

PROCESSING OF PURCHASE ORDER

When the requisition is prepared, the signed original and any supporting documentation shall be sent to the purchasing office. Once approved by the Purchasing Agent, a multi part Purchase Order will be generated:

- Official copy
- Vendor copy-faxed/mailed to vendor
- Business Office copy
- Accounts Payable copy
- Building Principal copy

BLANKET ORDERS

In the case of an order for which a firm price cannot be obtained at the time the order is placed i.e. repair work, an estimate will be obtained and noted on the purchase order stating that it is an estimate and the final cost is not to exceed the estimate.

If the cost of repair of an item exceeds 75% of the cost to replace the item, the Purchasing Agent may, in cooperation with the appropriate administrator, and within the approved budget, authorize the purchase of a new item in lieu of repair.

- Blanket purchase orders or open end accounts may be issued to various vendors for the purchase of items considered to be of immediate need.
- Blanket purchase orders may be used: to eliminate the necessity for the issuance of separate orders for groups of items which are purchased frequently from the same vendor. An example of this would be automotive supplies (such as spark plugs, battery cables, points, etc.), also to permit the department to purchase items of this nature on an "as needed" basis when there is no provision to maintain an inventory.
- The amount of the blanket purchase order shall be determined by the Purchasing Agent and the Budget Supervisor. It should be based on information available in the records covering previous fiscal years and data obtained from the Budget Supervisor. Blanket purchase orders, must be used only in compliance with GML 103 and 104.b. Each blanket purchase order must have a fixed maximum monetary amount.
- The Budget Supervisor should keep a record of the purchases made to insure that they do not exceed the amount allowed by the blanket purchase order.
- When supplies are delivered or picked up, receipts, delivery slips, or other documents transmitted by the vendor will be legibly signed, and name printed by the individual receiving the supplies. When the amount allowed on the blanket purchase order is reached the order should be closed, and a new blanket purchase order typed.
- Partial payments on blanket orders shall be made on a monthly basis even when the amount is less than the minimum of \$50.00.
- All employees authorized to purchase shall carry with them, to the vendor, encumbered purchase order signed by the purchasing agent. No orders should be accepted by vendors unless they are in receipt of a signed purchase order.
- Once a blanket purchase order is established, the open purchase order can only be increased with proper authorization by the Purchasing Agent after verifying that sufficient funds exist within the applicable appropriations budget code.

CONFIRMING ORDERS

- A verbal order, subject to subsequent confirmation by a written purchase order, may be given in cases where necessity for immediate action exists. Such a deviation from "normal" must have a very limited use. Lack of proper planning will not be considered a valid reason for this process.
- A confirmation order must be issued immediately. This order shall follow the same procedures as other orders but shall have priority so that the vendor will receive the order without delay. The order shall be marked: CONFIRMATION OF VERBAL ORDER (DATE) -- DO NOT DUPLICATE.
- The district will not be responsible for orders placed in this manner unless a confirming order has been cleared through the purchasing office.

PETTYCASH

- Petty cash funds shall be established annually in increments of \$100 for each school building, central administrative office, and other programs designated by the Board. Such funds shall be used for the payment of properly itemized bills of nominal amounts and under conditions calling for immediate payment. Responsibility, security, and accounting of petty cash funds shall be in accordance with the regulations of the Board and Commissioner of Education. Section 170.3 of the Regulations of the

Commissioner of Education.

- Original receipts and an itemized statement of expenditures must be attached to request for reimbursement of funds. Tax will not be reimbursed; all receipts should be itemized and only original receipts will be processed. Mileage should not be submitted as a petty cash expense.

INSUFFICIENT APPROPRIATIONS

- Purchase order will be returned to Requisitioner/Budget Supervisor for adjustment; i.e. deletion of items, transfer of funds
- Adjusted purchase orders should be re-submitted
- Requests for transfer, if required, should be attached to the front of the purchase order.

RECEIPT/PAYMENT OF PURCHASE ORDERS

- Upon receipt of goods/services the Requisitioner/Budget Supervisor or his/her designee requesting said goods/services shall assure that same has been received and meets the terms and conditions as stipulated in the order.
- Signed, authorized invoices shall be submitted to the Accounts Payable Department in a timely manner, for payment. Any deviation in the amount of invoice from the amount previously encumbered should be verified, documented and/or corrected prior to submitting to Accounts Payable for payment.
- Failure of vendors to make promised deliveries or to deliver acceptable product shall be reported to the Purchasing Agent in a timely manner.

CANCELLATION OF ORDER

- Memo of cancellation containing reasons for action shall be forwarded to the Purchasing Agent. Signature of budget supervisor must appear on a memo.

Appendix A

ROCKY POINT PURCHASING PROCEDURES

Purchases will be made through available cooperative Educational Data Services, Inc. bids, BOCES, state contracts of the Office of General Services, county contracts, "piggybacking" on contracts let by other governmental agencies, and "Best Value", whenever such purchases are in the best interests of the district.

The District will require the following methods of competition be used and sources of documentation maintained when soliciting non-bid procurements in the most cost-effective manner possible:

- I. Purchase Contracts up to \$20,000
 - a. Contracts up to \$5,000: Verbal quotes at the discretion of the Business Office. Documentation may include notations or verbal quotes.
 - b. Contracts from \$5,001 to \$20,000: Written quotes from at least three separate vendors (if available).

2. Public Works Contracts up to \$35,000
 - a. Contracts up to \$7,000: At the discretion of the Business Office.
 - b. Contracts from \$7,001 to \$10,000: Documented telephone quotes from at least three separate vendors (if available).
 - c. Contracts from \$10,001 to \$35,000: Formal written quotes from at least three separate vendors (if available).

Documentation will include, among other things, the unique benefits of the patented item as compared to other items **available** in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods. The district will maintain notations of verbal quotes. In addition, the district will document that there is no possibility of competition for the procurement of the goods.

ROCKY POINT PURCHASING PROCEDURES

Alternative proposals or quotations will not be required for the following pu,-chases:

The district will not be required to secure alternative proposals or quotations for those procurements:

1. Under a county contract;
2. Under a state contract;
3. Emergencies where time is a crucial factor;
4. Procurements for which there is no possibility of competition (sole source items); Documentation will include, among other things, the unique benefits of the patented item as compared to other items available in the marketplace; that no other item provides substantially equivalent or similar benefits; and that considering the benefits received, the cost of the item is reasonable, when compared to conventional methods. The District will maintain notations of verbal quotes. In addition, the district will document that there is no possibility of competition for the procurement of the goods.
5. Cooperative BOCES **bids**;
6. "Piggyback" on contracts let by outside governmental agencies in a manner that constitutes competitive bidding "consistent with state law";
7. Procurements of professional services, which, because of the confidential nature of the services, do not lend themselves to procurement through solicitation; or
8. Very small procurements when solicitations of competition would not be cost effective.

ROCKY POINT PURCHASING PROCEDURES

	Verbal Quotes		Written Quotes		Other
		At Least 3	More Than3	At Least 3	
Purchase Contracts up to \$20,000:					
Under \$5,000	X				
\$5,001-\$20,000				X	
Public Work Contracts up to \$35,000:					
Under \$7,000	X				
\$7,001-\$10,000		X			
\$10,001-\$35,000				X	
Emergencies					X
Sole Source					X

OPENING / CLOSING OF DISTRICT BANK ACCOUNTS

Student Activity and District Sponsored Contracts:

7/1/22

Group:

Service Contracts:

MS/HS Student Council Dances
Leaders Club
Varsity Club
Senior Prom
High School Production
High School
High School-PSAT/SAT
HS Yearbook
MS Yearbook
Thespian Troupe
High School Jr. Prom
Mark Twain Literary Awards
Boys Varsity Golf

DJ
Catering hall
Catering hall
Coach buses, yacht /catering hall, Lighting, Sound
Set materials
Photographer-Commencement ceremony
Princeton Review classes
Printing
Printing
Coach buses, restaurant, theater tours
Catering Hall, Lighting, Sound, Coach Buses
Catering Hall
Golf Course Use (Rolling Oaks)



AUDIT COMMITTEE CHARTER 2022-2023

Audit Committee Authority

Pursuant to resolution number VI, dated December 19, 2005, the Board of Education of the Rocky Point School District has established an audit committee to assist the Board of Education in the oversight of both the internal and external audit functions. The requirement to create an audit committee was established by Education Law 2116-c. In accordance with Education Law 2116-c (4), the role of an audit committee shall be advisory, unless the Audit Committee consists of at least a quorum of Board members, and any recommendations it provides to the Board shall not be substituted for any required review and acceptance by the Board of Education.

Mission

The Board of Education of the Rocky Point School District has established an audit committee to provide independent advice, assistance, and recommendations to the Board in the oversight of the internal and external audit functions of the district.

Composite and Requisite Skills

The Audit Committee shall be comprised of all current Board of Education members. The committee shall act as a sub-committee of the Board or a combination of the Board and community members. No district employee shall serve on this committee, other than for the purposes of creating agendas and preparing meeting minutes in the absence of the District Clerk. Committee members are to be selected and reappointed annually. Committee members serve without compensation but are allowed reimbursement for any actual and necessary expenses incurred in relation to attendance at committee meetings.

The members of the Audit Committee shall have the collective expertise in understanding the accounting and financial reporting of district finances and resolve concerns presented by the district's external and internal auditor.

Duties and Responsibilities

The duties and responsibilities of the Rocky Point School District Audit Committee include the following:

- **External Audit Focus**
 - Provide recommendations regarding the selection of the external auditor to the Board of Education
 - Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter, and understand the scope of the external audit process.

- Review and discuss with the external auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable
- Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the district's system of internal controls, and, working directly with the external auditor, assist the Board of Education in interpreting such documents
- Make a recommendation to the Board of Education on accepting the annual audit report
- Review every corrective action plan developed by the school district and assist the Board of Education in the implementation of such plan
- **Internal Audit Focus**
 - Make recommendations to the Board of Education regarding the appointment of the internal auditor
 - Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities
 - Review significant recommendations and findings of the internal auditor
 - Monitor implementation of the internal auditor's recommendations by management
 - Participate in the evaluation of the performance of the internal audit function
- **Administrative Matters**
 - Hold regularly scheduled meetings no less than once per fiscal year
 - Review and revise the Audit Committee Charter, as necessary

Meetings and Notification

The chairperson will be responsible for scheduling meetings. All meetings will be conducted in open session, except as otherwise permitted by law. Education Law provides that the Audit Committee may conduct an executive session under certain circumstances, such as, meetings with the external auditor or matters pertaining to personnel.

The District Clerk will be responsible to:

- Inform the committee of scheduled meetings
- Record the minutes of the meeting

Decision Making Process

All decisions shall be reached by vote of a simple majority of the total membership of the committee. A quorum constitutes a simple majority of the total membership and meetings will not be conducted unless a quorum is present.

Reporting Requirements

Provide minutes or a summary of minutes of meetings which clearly record the actions and recommendations of the Committee.

Review of the Charter

The Rocky Point School District Audit Committee shall assess and report to the Board of Education on the adequacy of this Charter no less than on an annual basis or as necessary. Charter modifications, as recommended by the Audit Committee, should be presented to the Board of Education in writing for their review and action.

N-SSBA

Nassau-Suffolk School Boards Association

Mailing address: PO Box 385, Bellmore, NY 11710-0385

Office address: 219 Bedford Ave, Bellmore, NY 11710

MICHAEL J. KELLY, PRESIDENT

Phone: (516) 781-2053 Fax: (516) 679-0401

Email: info@nssba.org

ROBERT J. VECCHIO, EXECUTIVE DIRECTOR

BILL TO
Rocky Point UFSD

INVOICE NO.	DATE
10153	7/1/2022

DUE DATE
7/1/2022

DESCRIPTION	AMOUNT
2022- 2023 Annual Membership Dues	3,475.00

Make check payable to Nassau-Suffolk School Boards Assoc. Remit to:PO Box 385, Bellmore, NY 11710	Total	\$3,475.00
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RESOLUTION TO OPPOSE FIELD TESTING

**RECERTICATION OF QUALIFIED LEAD EVALUATORS AND
EVALUATORS FOR TEACHERS AND PRINCIPALS**

ROCKY POINT UNION FREE SCHOOL DISTRICT
2023-2024 BUDGET DEVELOPMENT CALENDAR - Draft



Date(s)		Action(s)
10/14/2022	Friday	Budget Request forms distributed to Administrators
10/24/2022 - 10/28/2022	Monday-Friday	Review of preliminary budgets with Principals and Directors as needed
11/11/2022	Friday	Administrators to return finalized Budget Request forms to the Business Office
12/16/2022	Friday	Preliminary operating budget prepared and reviewed internally
1/2023	TBD	Governor's Preliminary School District State Aid Budget for 2023-24 released
2/6/2023	Monday - 6:00 PM	Budget Workshop #1 in HS Auditorium
3/1/2023	Wednesday	Submission of the Property Tax Cap form to NYS Comptroller's Office on or before March 1 annually
3/1/2023	Wednesday	Board of Education candidate petitions available for pick-up
3/13/2023	Monday - 6:00 PM	Budget Workshop #2 in HS Auditorium
3/27/2023	Monday - 6:00 PM	Budget Workshop #3 in HS Auditorium
4/1/2023	Saturday	NYS final budget for school aid anticipated to be published on or before April 1 annually
4/12/2023	Wednesday	Submission of the Property Tax Report Card and Salary Disclosure Notice to SED
4/17/2023	Monday	Application for absentee ballots available for pick-up at the Office of the District Clerk
4/17/2023	Monday	Deadline for submission of petitions for Board of Education candidates
4/19/2023	Wednesday - 7:00 PM	Budget Adoption, BOE Meeting (Property Tax Report Card to be approved) and BOCES Budget Vote/Election
4/26/2023	Wednesday	Adopted Budget and required attachments made available upon request at each school building
5/2/2023	Tuesday - 5:00 PM	Public Hearing on proposed School Budget in HS Auditorium
5/3/2023	Wednesday	Begin Process of Mailing School Budget Notice and Budget Brochure to all qualified voters
5/9/2023	Tuesday	Special voter registration day 9AM to 9PM at the HS; Last day qualified voters may register with the District
5/9/2023	Tuesday	Deadline to receive an absentee ballot application by mail
5/16/2023	Tuesday	Statewide School Budget Vote and annual BOE Trustee Election
6/20/2023	Tuesday	Statewide Budget Revote (if needed)
7/1/2023	Friday	Implement new budget



ROCKY POINT UNION FREE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
90 Rocky Point – Yaphank Road
Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Scott O'Brien
Superintendent of Schools

Christopher A. Van Cott
Assistant Superintendent for Business

June 14, 2022

Mr. Phil Randolph, President
TMT-Excel Communications
1747 Veterans Memorial Highway, Ste. 8
Islandia, NY 11749

Re: Bid #21-05 NEC Telephone Adds, Moves & Changes Contract Extension for 2022-2023

Dear Mr. Randolph,

The current 2021-2022 NEC Telephone Adds, Moves & Changes contract between TMT-Excel Communications and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2022-2023 school year at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by July 5, 2022, if possible, so that we may approve the extension of the contract at the July 13, 2022 Board of Education meeting.

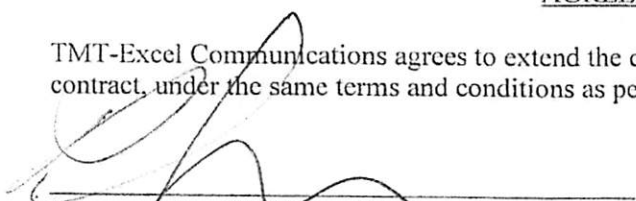
We look forward to working with you again for another year.

Sincerely,

Debra Hoffman
Purchasing Agent

AGREEMENT

TMT-Excel Communications agrees to extend the current NEC Telephone Adds, Moves & Changes contract, under the same terms and conditions as per Bid #21-05, for the period 7/1/2022-6/30/2023.



Representative-TMT-Excel Communications

Date: June 16, 2022

ROCKY POINT UNION FREE SCHOOL DISTRICT
Administrative Offices
90 Rocky Point-Yaphank Road
Rocky Point, NY 11778
BIDDERS PROPOSAL AND CERTIFICATION

The Board of Education
Rocky Point Union Free School District
Rocky Point, NY 11778

Attn: Business Office

Gentlemen:

The undersigned agrees to furnish and deliver, in accordance with all specifications and general conditions contained in the attached bid information package, the item(s) and/or service(s) indicated at the price(s) entered below, and agrees to enter into a contract to provide same by acceptance of a purchase order. The undersigned bidder further certifies to having read these specifications, conditions and instructions, and offers to furnish the item(s) or services(s) specified to the Rocky Point Union Free School District in exact accordance with same, as indicated on pages contained in the bid information sheets. It is understood that the Board of Education reserves the right to award this bid to the lowest acceptable bidder, or to reject any or all bids, as best serves the interests of the school district, as determined by the Board of Education.

Schedule No. : 21-05 District NEC Telephone System-Adds, Moves & Changes

Date Due: May 19, 2020 @ 12:45pm

Labor Costs (Hourly Rate):

TECHNICIAN \$ 135⁰⁰

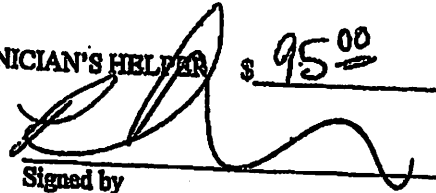
TECHNICIAN'S HELPER \$ 95⁰⁰

Imm-Excel Communications
Name of Bidder

1747 Veto Memorial Hwy
Address Suite 8

Islanda NY 11749

Phone: 631-952-1000


Signed by

Phil Randolph
Name (Print)

President
Title

May 15, 2020
Date

Note: All communication in connection with this bid should be addressed to the School Business Official, Rocky Point Union Free School District, 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778. Telephone number: 631-849-7563.

**ROCKY POINT UFSO
90 ROCKY POINT-YAPHANK ROAD
ROCKY POINT, NY 11778**

SPECIFICATIONS FOR COST OF LABOR

**Bid #21-05 DISTRICT NEC TELEPHONE SYSTEM-
ADDS, MOVES & CHANGES**

Phone System: NEC Model NBAX 2000 IPS

NEAX 2000 IPS Telephone System with three (3) remote systems, 120 digital phones, 50 NEC analog phones, two (2) PRI's, one (1) IM-16LX voicemail system

1. The hourly rate for cost of labor shall include: hourly rate cost, overhead, profit, estimating time, compensation, transportation fuel, tools, pension, retirement fund, insurance, vacation, sick leave and any other costs incurred by the contractor. Where more than one man is required, the Rocky Point UFSO shall be billed at the helper rate for the second person. Bidder must, if required, be licensed and carry all permits required to do work in the township of Brookhaven.
2. The total cost of each individual project shall be negotiated on the total hours required to complete the project to the satisfaction of the Rocky Point UFSO representative. The agreed upon total hours of work required to complete the project will be used by the Rocky Point UFSO to issue a purchase order authorizing the successful contractor to perform work.
3. The work to be performed must be planned, scheduled and agreed upon by the Rocky Point UFSO. Approximate dates of starting and completion of work will be mutually agreed upon by both the contractor and the Rocky Point UFSO and will be stated in the purchase order.

All mutually agreed upon work hours shall be firm. In the event hidden or abnormal situations arise, work will stop. Contractor will notify the Rocky Point UFSO for a determination before completing work. If contractor neglects to follow the above procedure he shall bear full cost with no obligation to the Rocky Point UFSO.
4. All invoices must have a WORK ORDER FORM attached to it detailing time and service performed. This work order must be signed by an authorized employee of the Rocky Point UFSO.
5. In the event that the Rocky Point UFSO representative and the successful contractor cannot reach an agreement on the required number of hours for a particular project, Rocky Point UFSO reserves the right to negotiate the project with other contractors.
6. Contractor shall comply with all provisions of the labor law (including minimum wages as set forth by the New York State Labor Department) and any other statutes of the State of New York where applicable (Prevailing Wage Rate Schedule-PRC #2020003509)

SPECIFICATIONS FOR COST OF LABOR

**Bld #21-05 DISTRICT NEC TELEPHONE SYSTEM-
ADDS, MOVES & CHANGES**

7. In the event that the work cannot be performed as per time schedule by the successful bidder (primary contractor), the second responsible bidder (secondary contractor) will be called upon to perform at his quoted price with no penalty to the lowest bidder, or, in the event that the primary contractor cannot comply with a request for service, the secondary contractor may be called upon to perform at his quoted price.
8. Extension: Sixty (60) days prior to the termination of the contract, the parties, upon mutual written agreement, may extend the term for one (1) year and if extended as aforesaid, the parties may again, upon mutual written agreement, extend the contract for two (2) additional one-year periods at the same rates, terms and conditions.
9. Contractor must have knowledge of asbestos. This information can be obtained in the schools main office or at the facilities office.

Authorized Signature



Vendor Name:

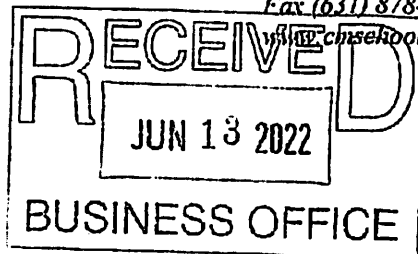
TMT-Excel Communications

Center Moriches Union Free School District

BOARD OF EDUCATION
George Maxwell, *President*
Danielle Dench, *Vice President*
Marcus Babzien
Robyn Rayburn
Thomas Kelly

Jeannine Barr
District Clerk
Diane M. Smith
Treasurer

529 Main Street
Center Moriches, New York 11934
(631) 878-0052
Fax (631) 878-4326
www.cmsechools.org



Dr. Ronald M. Masera
Superintendent of Schools

Dr. Ricardo Soto
*Assistant Superintendent for Student Services,
Personnel and Instructional Technology*

Ms. Keri Loughlin
Assistant Superintendent for Business

June 9, 2022

Christopher A. Van Cott
School Business Official
Rocky Point UFSD
90 Rocky Point – Yaphank Rd.
Rocky Point, NY 11778

Dear Mr. Van Cott:

Enclosed are three (3) original contracts for participation of each of your student(s) in the Center Moriches Summer Special Education Program for the summer of 2022.

Please return the contracts to my attention no later than June 30, 2022. We cannot continue the attendance of any student in our program without receiving an approved and executed contract.

If you have any questions or concerns, please contact me at 878-0052.

Thank you for your prompt attention in this regard.

Very truly yours,

Keri Loughlin
Assistant Superintendent for Business

jm

Enclosure

Center Moriches Union Free School District

BOARD OF EDUCATION
George Maxwell, *President*
Danielle Dench, *Vice President*
Marcus Babzien
Robyn Rayburn
Thomas Kelly

529 Main Street
Center Moriches, New York 11934
(631) 878-0052
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*Assistant Superintendent for Student Services,
Personnel and Instructional Technology*

Jeannine Barr
District Clerk
Diane M. Smith
Treasurer

Ms. Keri Loughlin
Assistant Superintendent for Business

INSTRUCTIONAL SERVICES CONTRACT – 2022 SUMMER PROGRAM

This agreement made this 1st day of July, 2022 between CENTER MORICHES UFSD, 529 Main St., Center Moriches, NY 11934, party of the first part, and ROCKY POINT UFSD, 90 Rocky Point Yaphank Rd., Rocky Point, NY 11778, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part, a school district located in the State of New York, is operating a Summer Special Education Program.

WHEREAS, the party of the second part has found the school operated by the party of the first part to be adequate to provide instruction adapted to students with developmental disabilities,

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Students listed in Appendix A** shall be admitted into the program operated by the party of the first part on or about July 5, 2022, and shall be taught therein for a period ending August 12, 2022, and said student shall be entitled to and shall receive like and equal instruction to that imparted to the children of like ages, grades and departments and shall be accorded all the rights and privileges enjoyed by other students in attendance at said school. Additional speech services, as recommended by the IEP, will be provided to students by the party of the first part. Transportation will be supplied by the party of the second part.

2. The party of the second part hereby agrees to pay to the party of the first part **\$21,043.80** estimated for such instructional services. Certain assumptions have been made regarding personnel, IEP services and actual class enrollment. The actual amount of tuition will be reflected on the final invoice and will be paid upon receipt.

OT, PT and speech therapy services (if necessary) are in addition to the tuition and will be billed separately and directly by the contractor to the party of the second part and paid by the party of the second part directly to the contractor.

3. Services include but are not limited to classroom costs, related services, individual para-professional, health service costs and indirect costs.

4. This Agreement shall not be modified or amended, except in writing signed by both parties.

5. This Agreement and the obligation of the party of the second part to make payment hereunder shall terminate upon the official withdrawal of the student.

6. Upon any termination, the party of the second part shall pay to the party of the first part the prorata portion of the cost of the services through that month when services were furnished, prior to termination of this Agreement.

President, Board of Education
Center Moriches UFSD

President, Board of Education
ROCKY POINT UFSD

APPENDIX A

<u>Name</u>	<u>School District</u>
	Rocky Point UFSD
	Rocky Point UFSD
	Rocky Point UFSD



Smithtown Central School District

26 New York Avenue, Smithtown, New York 11787

Daniel J. Helmes
Assistant Superintendent for Pupil Personnel Services
(631) 382-2029

Mark Secaur, Ed.D.
Superintendent of Schools

June 14, 2022

Kristen White
Executive Director of Pupil Personnel Services
Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, NY 11778

Dear Ms. White:

Enclosed please find three originals of the 2021-2022 DOR-DOL Parental Choice Contract for your resident student(s) that have been parentally placed at a private or parochial school within the Smithtown Central School District. We are requesting that you have the contracts forwarded to your Board of Education for their approval. Please return the partially executed contracts to us for our Board approval. Once approved, a fully executed copy will be sent to you for your files.

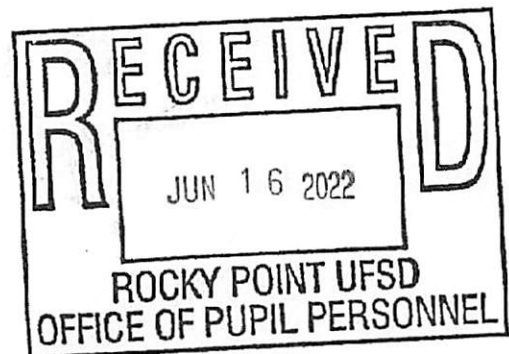
We will proceed to bill your district for the special education services provided to your student for the 2021-2022 school year.

Please feel free to contact my office at (631) 382-2114 should you have any questions or concerns.

Very truly yours,

Daniel J. Helmes
Assistant Superintendent for Pupil Personnel Services

DJH/ad
Enclosures



AGREEMENT

This Agreement is entered into this ____ day of _____, 202_ by and between **ROCKY POINT UNION FREE SCHOOL DISTRICT** (hereinafter the "**DISTRICT OF RESIDENCE**"), having its principal place of business for the purpose of this Agreement at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778, and **SMITHTOWN CENTRAL SCHOOL DISTRICT** (hereinafter the "**DISTRICT OF LOCATION**"), having its principal place of business for the purpose of this Agreement at 26 New York Avenue, Smithtown, New York 11787.

WITNESSETH

WHEREAS, 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 DISTRICT OF LOCATION, but reside in DISTRICT OF RESIDENCE; and

WHEREAS, 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 this Agreement shall be from July 1, 2021 through June 30, 2022 inclusive, unless terminated earlier as provided for in this Agreement.

B. **SERVICES AND RESPONSIBILITIES:**

1. **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. If an IEP for any of the students covered by this Agreement was developed by DISTRICT OF RESIDENCE, and DISTRICT OF RESIDENCE obtains written parental consent, DISTRICT OF RESIDENCE shall forward the IEP to the Committee on Special Education of DISTRICT OF LOCATION. DISTRICT OF LOCATION shall provide the services recommended in such IEP, unless and until the IEP is amended by DISTRICT OF LOCATION's own Committee on Special Education.**

a. **A student(s) may be added or deleted from the attached Schedule "A" at any time. In such event, the payment amount owed by DISTRICT OF RESIDENCE shall be adjusted accordingly.**

2. **The services provided by DISTRICT OF LOCATION to students under this Agreement shall be in accordance with each student's IESP, as it may be modified from time to time.**

3. **DISTRICT OF LOCATION shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations, as well as established policy guidance from the New York State Education Department.**
4. **Both parties to this Agreement shall comply with the provisions of the New York State Safe Schools Against Violence in Education (SAVE) Act, including, but not limited to background checks and fingerprinting of all staff directly providing services to students. If requested, each District shall provide the other with the proof of clearance for employment from the New York State Education Department.**
5. **DISTRICT OF LOCATION represents its services under this Agreement shall be provided by qualified individuals of good character and in good professional standing. DISTRICT OF LOCATION represents that no individuals providing services under this Agreement are currently charged, nor in the past have been charged with any relevant criminal or professional misconduct or incompetence.**
6. **Upon execution of this Agreement, DISTRICT OF LOCATION shall provide copies of required licenses/certifications of all professionals providing services to student(s) under this Agreement. In the event that the required license/certification of any agent or employee of DISTRICT OF LOCATION providing services under this Agreement is revoked, terminated, suspended, or otherwise impaired, DISTRICT OF LOCATION shall immediately notify DISTRICT OF RESIDENCE in accordance with the requirements for all notices pursuant to this Agreement as set forth below.**
7. **DISTRICT OF LOCATION shall obtain whatever releases, prescriptions, or other legal documents that are necessary for DISTRICT OF LOCATION to provide services pursuant to this Agreement and to render full reports concerning the education and progress of the student(s).**
8. **DISTRICT OF LOCATION agrees to furnish to the State all reports, audits, etc. required to make determination as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such material shall be furnished at such times as are required by the State. DISTRICT OF LOCATION agrees to provide the State access to all relevant records which the State requires to determine either DISTRICT OF LOCATION's or DISTRICT OF RESIDENCE's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of this Agreement or the performance of obligations under this Agreement. DISTRICT OF LOCATION agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provision or section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.**
9. **DISTRICT OF LOCATION agrees to furnish written reports of each pupil's educational progress to DISTRICT OF RESIDENCE. DISTRICT OF LOCATION will render such reports to DISTRICT OF RESIDENCE at any time that such reports are made to the parents of the pupil(s) covered by the terms of this Agreement, and will**

render such additional reports as may be required by DISTRICT OF RESIDENCE. At a minimum, all reports shall be furnished at the end of each semester, i.e. January 31st and June 30th. Any and all reports shall be furnished upon termination of this Agreement. DISTRICT OF LOCATION shall provide such additional information concerning the pupil's progress as may be required by DISTRICT OF RESIDENCE.

10. DISTRICT OF LOCATION shall maintain records, logs and/or reports in accordance with all applicable laws, regulations, requirements of the New York State Education Department or Health Department. DISTRICT OF RESIDENCE shall have the right to examine any or all records or accounts maintained and/or created by DISTRICT OF LOCATION in connection with this Agreement, and upon request shall be entitled to copies of same.
11. Upon reasonable prior written notice, DISTRICT OF LOCATION shall be subject to visitation by DISTRICT OF RESIDENCE and/or its designated representatives during the normal business hours of DISTRICT OF LOCATION.
12. DISTRICT OF LOCATION shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
13. DISTRICT OF LOCATION shall maintain monthly attendance records which shall be submitted to DISTRICT OF RESIDENCE at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
14. DISTRICT OF RESIDENCE shall request and do its best to obtain written consent from parents or guardians of each student covered by this Agreement to the release of personally identifiable information concerning the child from DISTRICT OF RESIDENCE to DISTRICT OF LOCATION.
15. In the event that the parent or person in parental relation to a student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, DISTRICT OF LOCATION shall promptly give written notice of same to DISTRICT OF RESIDENCE.
16. DISTRICT OF LOCATION agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations.
17. DISTRICT OF RESIDENCE shall be responsible for providing all students listed in Schedule A of the Agreement with transportation to and from school.
18. DISTRICT OF LOCATION will provide transportation from the nonpublic school to a school in DISTRICT OF LOCATION and from DISTRICT OF LOCATION to the student's home if the special education services are provided after the nonpublic school day.

C. COMPENSATION:

1. **DISTRICT OF LOCATION shall be entitled to recover from DISTRICT OF RESIDENCE 100% of the actual cost of services that may be charged for each student receiving services pursuant to this Agreement in accordance with the Education Law and the Regulations of the Commissioner of Education, hereinafter referred to as the "Actual Cost of Services."**

"Actual Cost of Services" shall mean costs of services, costs of evaluation, and costs of committee on special education administration. However, the Actual Cost of Services shall not exceed the actual cost to DISTRICT OF LOCATION of providing such services, after deducting any costs paid with federal or state funds.

DISTRICT OF LOCATION may only recover the Actual Cost of Services directly from DISTRICT OF RESIDENCE if DISTRICT OF RESIDENCE has obtained parental written consent to the release of personally identifiable information concerning the child to DISTRICT OF LOCATION. If parental consent to release of such information is not obtained, DISTRICT OF LOCATION shall submit a claim for the costs of said services to the Commissioner of Education.

This Agreement recognizes that the authority for DISTRICT OF RESIDENCE and DISTRICT OF LOCATION to contract for the provision of special education services herein is derived from Education Law Section 3602-c, and related provisions of the Education Law and Regulations of the Commissioner of Education; and that it is these statutes and regulations that may define the maximum costs that may be charged hereunder.

DISTRICT OF LOCATION shall utilize its best efforts to accurately calculate the Actual Cost of Services, and such calculations will be consistent with the maximum costs that may be authorized by the Education Law and the Regulations of the Commissioner of Education to be charged.

2. **Requests for payment by DISTRICT OF LOCATION shall be made by submission of a detailed written invoice to DISTRICT OF RESIDENCE on a monthly basis which references the time period for which payment is being requested, and a breakdown of the total amount due for the period specified.**
3. **DISTRICT OF RESIDENCE shall pay DISTRICT OF LOCATION within thirty (30) days of receipt of each invoice by DISTRICT OF RESIDENCE, except as set forth in paragraph C(1) of this Agreement.**

D. INDEMNIFICATION:

1. **To the fullest extent permitted by law, DISTRICT OF LOCATION agrees to defend, indemnify and hold harmless DISTRICT OF RESIDENCE, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF LOCATION, its**

officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

2. To the fullest extent permitted by law, DISTRICT OF RESIDENCE agrees to defend, indemnify and hold harmless DISTRICT OF LOCATION, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts, arising from any act, omission, error, recklessness or negligence of DISTRICT OF RESIDENCE, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.

E. CONFIDENTIALITY:

1. DISTRICT OF LOCATION, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF LOCATION, 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. DISTRICT OF LOCATION further agrees that any information received by DISTRICT OF LOCATION, 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 DISTRICT OF RESIDENCE, its employees, agents, clients, and/or students will be treated by DISTRICT OF LOCATION, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
2. DISTRICT OF RESIDENCE, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. DISTRICT OF RESIDENCE, 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. DISTRICT OF RESIDENCE further agrees that any information received by DISTRICT OF RESIDENCE, 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 DISTRICT OF LOCATION, its employees, agents, clients, and/or students will be treated by DISTRICT OF RESIDENCE, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations.
3. In the event of a breach of the within confidentiality provision by either party, the breaching party shall immediately notify the non-breaching party and advise it as to the nature of the breach and the steps it has taken to minimize said breach. The breaching party shall indemnify and hold the non-breaching party harmless from any claims arising from its breach of the within confidentiality provision. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

4. 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") and information protected by the Family Educational Rights and Privacy Act ("FERPA"). The parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

F. REPRESENTATIONS:

1. All employees of DISTRICT OF LOCATION shall be deemed employees of DISTRICT OF LOCATION for all purposes and DISTRICT OF LOCATION alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF LOCATION acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF RESIDENCE. DISTRICT OF LOCATION shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF LOCATION will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF RESIDENCE, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
2. All employees of DISTRICT OF RESIDENCE shall be deemed employees of DISTRICT OF RESIDENCE for all purposes and DISTRICT OF RESIDENCE alone shall be responsible for their work, personal conduct, direction, and compensation. DISTRICT OF RESIDENCE acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of DISTRICT OF LOCATION. DISTRICT OF RESIDENCE shall, during the periods of its services hereunder, be engaged as an independent contractor. As such, DISTRICT OF RESIDENCE will be solely responsible for the payment of Federal and State income taxes applicable to this Agreement. DISTRICT OF LOCATION, if required by Federal or State requirements, will submit a Form 1099 and IT 2102.1 respectively at year-end to the Federal Government for all individuals having a gross income exceeding \$600, which thereupon will be reported for income tax purposes.
3. Neither DISTRICT OF LOCATION nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, Social Security, New York State Worker's Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.

G. INSURANCE:

1. Each party to this Agreement shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect each party from claims set forth below for which the other may be

legally liable, whether such operations be by the other party or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

2. Required Insurance:

- a. **Commercial General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate.**
 - b. **Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.**
 - c. **Workers' Compensation and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.**
 - d. **Professional Errors and Omissions Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of each party performed under the contract for the other party. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two (2) years following the completion of work.**
3. Each party shall provide the other with evidence of the above insurance requirements upon execution of the within Agreement. Each party further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the party to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the other party sustains as a result of this breach.

H. 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, addressed as follows:

To DISTRICT OF RESIDENCE:
Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, New York 11778

To DISTRICT OF LOCATION:
Smithtown Central School District
26 New York Avenue
Smithtown, New York 11787

2. This Agreement, along with the attached "Schedule A," is the complete and exclusive statement of the Agreement between the parties, and supercedes 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.

3. 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.
4. It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
5. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
6. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not effect 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 provision(s) eliminated.
7. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of New York without regard to conflicts or choice of law provisions that would defer to the substantive laws of another jurisdiction. Each of the parties hereto consents to the jurisdiction of any state court located within the County of Nassau, State of New York, or federal court in Federal District Court for the Eastern District of New York located in the County of Suffolk, State of New York, and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of and proceeding in any such court.
8. No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.
9. Neither party will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, reproductive health decisions, disability, predisposing genetic characteristics or marital status.

I. AUTHORIZATION TO ENTER INTO AGREEMENT

1. The undersigned representative of DISTRICT OF LOCATION to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF LOCATION with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF LOCATION and bind DISTRICT OF LOCATION with respect to the obligations enforceable against DISTRICT OF LOCATION in accordance with its terms.

2. The undersigned representative of DISTRICT OF RESIDENCE to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of DISTRICT OF RESIDENCE with full legal rights, power and authority to enter into this Agreement on behalf of DISTRICT OF RESIDENCE and bind DISTRICT OF RESIDENCE with respect to the obligations enforceable against DISTRICT OF RESIDENCE in accordance with its terms.

**ROCKY POINT UNION FREE
SCHOOL DISTRICT**

**SMITHTOWN CENTRAL
SCHOOL DISTRICT**

By: _____

By: _____

Date: _____

Date: _____

CONFIDENTIAL SCHEDULE A

Student(s) to whom services shall be provided pursuant to this AGREEMENT:

Name of Student(s)	Date of Birth
	02/22/2012

This form is to be used by districts for requesting BOCES services from BOCES other than the local BOCES.

CROSS CONTRACT FOR BOCES SERVICES

PART I: To be completed by district requesting cross contract

School District Requesting Service: Rocky Point UFSD School Year of Service: 2022-23
Address: 90 Rocky Point - Yaphank Rd., Rocky Point, NY Zip: 11778
Name of Service Requested: Tree Maintenance
Potential BOCES Provider: Crane's Tree & Shrub Service Estimated Cost: 40,000

School Superintendent Signature

Date:

Forward to local BOCES District Superintendent

PART II: To be completed by local BOCES District Superintendent

It is requested that cross-contract arrangements be made with _____
BOCES to provide the service listed above.

Local BOCES District Superintendent Signature

Date:

Local BOCES name and address _____

Zip: _____

Forward to District Superintendent of BOCES requested to provide service.

PART III: To be completed by BOCES District Superintendent providing cross-contracted service.

Service Title: _____ CO-SER #: _____

Activity Code #: _____ Estimated Charge: _____

District Superintendent Signature of providing BOCES

Date:

After approval, distribute completed and signed copies of this form to:
WHITE - Providing BOCES
PINK - Requesting School District
CANARY YELLOW - Providing BOCES Program Administration
GOLDENROD - Local BOCES

Board of Cooperative Educational Services
of Nassau County

Please fill out the information below and return this form to the attention of
Mr. Michael Perina, Nassau BOCES Administrative Center
71 Clinton Road, Garden City, New York 11530
(516) 396-2240

COMMODITY: 22/23-013 TREE MAINTENANCE & REMOVAL SERVICES

ANTICIPATED AWARD DATE: / /

Applicable Fee: 450.00

Please Check:

Yes No

I wish to participate. A General Resolution will be forwarded under separate cover after Board approval.

I am interested in receiving a 'download' file of the bid award. I understand the fee will be: \$75.00

SIGNATURE:


Assistant Superintendent for Business

Christopher A. Van Cott, Asst. Superintendent for Business
Please Print Name Title

Rocky Point UFSD
Agency/School District

DATE:

7/1/2022

- Please indicate:
- Microcomputer Support (MCS)/NASTECH
 - Health & Safety Member
 - Health Office Member

Phone: (631)849-7563 3250
Fax: (631)209-0627
5627

ROCKY POINT SD/CROSS CONTRACT EASTERN
DEBRA HOFFMAN
90 ROCKY POINT-YAPANK RD

ROCKY POINT, NY 11778-
Att'n: DEBRA HOFFMAN

DISTRICTS: NEW REQUIREMENT

In order to obtain accurate district usage please provide the following information:

Projected Annual Expenditure level for
TREE MAINTENANCE & REMOVAL SERVICES
is approximately: \$ 40,000.00

You may base this information on
historical or anticipated allocations.

- Thank you.

GENERAL RESOLUTION
FOR THE PURPOSE OF
PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATION SERVICES OF NASSAU
COUNTY

FOR

Various Commodities and/or Services
As Listed on Pages 1-3 of This Resolution

WHEREAS, the Board of Education, Rocky Point School District of New York State (the "School District") wishes to participate in a Cooperative Bidding Program conducted by The Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") for the purchase of various commodities and/or services as authorized by and in accordance with the Education Law and General Municipal Law, Section 119-o; and

WHEREAS, the District, more particularly, wishes to participate in the joint cooperative bids as listed and checked below (check "yes" or "no"):

	<u>PARTICIPATION</u>	
<u>CORE GROUP:</u>	<u>YES</u>	<u>NO</u>
<i>(NASSAU BOCES PER BID RATE)</i>		
ABATEMENT AND DISPOSAL OF ASBESTOS & LEAD MATERIALS	---	---
ARTS & CRAFT SUPPLIES	---	---
ASPHALTIC & CEMENT CONCRETE PAVING REPAIR & MAINTENANCE	---	---
ATHLETIC UNIFORMS	---	---
AUDIO VISUAL EQUIPMENT	---	---
AUDIO VISUAL SUPPLIES	---	---
AUTO BODY SUPPLIES	---	---
AUTO MECHANIC SUPPLIES	---	---
AUTOMOBILES - PASSENGER CARS/VANS/TRUCKS	---	---
AUTOMOTIVE AIR CONDITIONING REPAIRS	---	---
BOILER, DUCT & KITCHEN EXHAUST CLEANING	---	---
BUS, VANS AND AUTO PARTS SUPPLIES	---	---
BUILDINGS & GROUNDS EQUIPMENT	---	---
CALCULATORS	---	---
CARPENTRY, CABINETRY & BUILDING SUPPLIES	---	---

CARPETING & INSTALLATION	_____	_____
CESSPOOL MAINTENANCE SERVICES	_____	_____
CHAIN LINK FENCING	_____	_____
COMPUTER HARDWARE, SOFTWARE, NETWORKING AND SUPPLIES	_____	_____
CUSTODIAL AND GREEN CUSTODIAL SUPPLIES	_____	_____
DOORS: HOLLOW METAL, FRAMES & HARDWARE	_____	_____
FAX & PHOTOCOPY EQUIPMENT, SUPPLIES AND MAINTENANCE	_____	_____
FINANCING & LEASING OF CAPITAL EQUIPMENT	_____	_____
FIRE EXTINGUISHERS & SERVICE	_____	_____
FITNESS EQUIPMENT	_____	_____
FLOOR TILES & INSTALLATION	_____	_____
FOOD & BEVERAGE SUPPLIES	_____	_____
FOOD PREPARATION: PAPER & PLASTIC SUPPLIES	_____	_____
FOOD SERVICE EQUIPMENT	_____	_____
FUEL OIL	_____	_____
FURNITURE: CLASSROOM & OFFICE	_____	_____
GENERAL SAFETY SUPPLIES	_____	_____
GENERAL SCHOOL & OFFICE SUPPLIES	_____	_____
GLAZING SERVICES & SUPPLIES	_____	_____
GYMNASIUM FLOOR REFINISHING	_____	_____
GUARD SERVICE (LICENSED, UNIFORMED, UNARMED)	_____	_____
HAZARDOUS MATERIALS: HANDLING, REMOVAL, TRANSPORTATION & DISPOSAL	_____	_____
HEALTH OFFICE SUPPLIES	_____	_____
HVAC EQUIPMENT	_____	_____
HVAC MAINTENANCE & INSTALLATION	_____	_____
INDUSTRIAL ARTS & WELDING SUPPLIES	_____	_____
INTERSCHOLASTIC ATHLETIC SUPPLIES	_____	_____
IRRIGATION SYSTEMS – REPAIR & MAINTENANCE	_____	_____
LIBRARY SUPPLIES	_____	_____
MEDICAL & DENTAL SUPPLIES	_____	_____
MUSICAL INSTRUMENTS & SUPPLIES	_____	_____
MUSICAL INSTRUMENT RENTALS	_____	_____
MUSICAL INSTRUMENT REPAIRS	_____	_____
OIL & GAS BURNER SERVICE	_____	_____
PAINT & PAINTING SUPPLIES	_____	_____
PAPER: XEROGRAPHIC, FAX & COPIER	_____	_____
PHOTOGRAPHY SUPPLIES	_____	_____
PHYSICAL EDUCATION SUPPLIES	_____	_____
PLUMBING & HEATING SUPPLIES	_____	_____
PLUMBING SERVICES	_____	_____
RECONDITIONING OF ATHLETIC EQUIPMENT	_____	_____
REFRIGERATION & AIR CONDITIONING SUPPLIES	_____	_____
ROOF MAINTENANCE & REPAIR	_____	_____

	<u>yes</u>	<u>No</u>
SCHOOL BUS AIR CONDITIONING INSTALLATION, MAINTENANCE & REPAIRS	---	---
SCHOOL BUS & AUTO PARTS	---	---
SCIENCE SUPPLIES	---	---
SMART BOARDS	---	---
SNACK VENDING SERVICE	---	---
SUBSCRIPTION SERVICES	---	---
TEACHING AIDS	---	---
TOOLS: POWER & HAND	---	---
TREE MAINTENANCE	<u>X</u>	---
UNIFORMS - GENERAL	---	---
VEHICLE REPAIRS	---	---
VENETIAN BLINDS & SHADES	---	---

NOW THEREFORE, BE IT RESOLVED that the School District hereby appoints Nassau BOCES as its representative and agent in all matters related to the Cooperative Bidding Program, including but not limited to responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids, reporting the results to the School District and making recommendations thereon, and

BE IT FURTHER RESOLVED that Nassau BOCES is hereby authorized to award cooperative bids on behalf of the School District to the bidder deemed to be the lowest responsible bidder meeting the bid specifications and otherwise complying with Article 5-A of the General Municipal Law of the State of New York relating to public bids and contracts and to enter into contracts for the purchase of the commodities and/or services as authorized herein, and

BE IT FURTHER RESOLVED, that the School District hereby authorizes its School Business Administrator or his/her designee on behalf of the School District to participate in cooperative bidding conducted by Nassau BOCES and if requested to furnish Nassau BOCES an estimated minimum number of units that will be purchased and such other documents and information which may be reasonably necessary or useful in conducting the Cooperative Bidding Program, and

BE IT FURTHER RESOLVED, that the School District agrees to assume its equitable share of the administrative costs of the cooperative bidding program and all of its obligations and responsibilities pursuant to any contract that may be awarded by Nassau BOCES on behalf of the School District.

Superintendent of Schools

Date

Rocky Point UFSD
School District Name

LETTER OF INTENT
FOR THE PURPOSE OF
PARTICIPATING IN A COOPERATIVE BID COORDINATED BY
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU
COUNTY
FOR
Various Commodities and/or Services

BE IT KNOWN, that by this Letter of Intent that the School District indicated below plans to participate in the comprehensive cooperative bids conducted by the Board of Cooperative Educational Services of Nassau County, in accordance with the terms of the General Resolution.

The executed General Resolution will be forwarded subsequent to the Board approval, as required by New York State General Municipal Law (Section 119.0).

Superintendent of Schools

Date

Rocky Point UFSD
School District Name



LICENSED AND BONDED
STATE OF NEW YORK & CONNECTICUT

CLAIMS SERVICE BUREAU OF NEW YORK INC.

21 HEMPSTEAD AVENUE P.O. BOX 805
LYNBROOK, N. Y. 11563

(516) 593-2440 FAX: (516) 593-2486
(800) 433-9631

June 10, 2022

Ms. Deborah Hoffman
Rocky Point Union Free School District
Administrative Office
90 Rocky Point – Yaphank Rd
Rocky Point, NY 11799

RE: Claims Service Agreement

Dear Ms. Hoffman:

The self-insured program for the Rocky Point School District is scheduled to renew on July 1, 2022.

Claims Service Bureau herewith agrees to renew the agreement under the same terms and conditions. The annual administrative fee is \$500 and the hourly rate is \$65. If the district wishes to continue with our services, please have a representative sign the agreement and return a copy to the undersigned.

All of us at Claims Service Bureau thank you for allowing us to represent the interests of the Rocky Point School District over the past 18 years.

Sincerely,

A handwritten signature in black ink, appearing to read "David Hutchinson", is written over a horizontal line.

David Hutchinson
Claims Service Bureau of New York Inc.



LICENSED AND BONDED
STATE OF NEW YORK & CONNECTICUT

CLAIMS SERVICE BUREAU OF NEW YORK INC.

21 HEMPSTEAD AVENUE P.O. BOX 805
LYNBROOK, N. Y. 11563

(516) 593-2440 FAX: (516) 593-2486
(800) 433-9631

CLAIMS SERVICE AGREEMENT SELF INSURANCE PROGRAM

Claims Service Bureau of New York Inc., hereinafter referred to as CSB, agrees to provide a Complete Claims Management Service for: Rocky Point UFSO hereinafter referred to as the Client, relative to any and all claims presented under Policy#: TBD issued By: US Specialty
Effective: 07/01/22- 07/01/23 with the following service:

1. Examine all incident and accident reports received from the Client relative to either personal injury or property damage covered by the aforementioned insurance policy.
2. Provide necessary field and supervisory personnel to investigate, evaluate and adjust all claims on a 24 hour a day basis, 7 days a week, throughout the Continental USA.
3. Provide home telephone numbers of at least five claims representatives who will respond immediately to the scene of a serious accident before and after normal business hours.
4. When a claim is made and a file created requiring the posting of a reserve, CSB shall conduct a complete investigation in accordance with the highest accepted standards of claims investigation.

Said investigation shall include, but not limited to the following:

Personal or recorded statements, photos, diagrams, police and/or motor vehicle reports, all medical reports, verification of lost time and earnings, property damage appraisals and reports, Central Index Bureau reports. Each file will be thoroughly prepared as swiftly as possible.

5. On those cases where litigation has been commenced, CSB shall make available to whatever defense attorney is selected, the original copies of all investigative material and shall work closely with the defense attorney and supervise the legal handling in accordance with the claims philosophy mutually agreed upon by the Client to report regularly to CSB with an analysis of all pleadings, EBT's, discovery proceedings.

We shall solicit from defense attorneys, their opinions concerning ultimate probable costs and case values and transmit those opinions, together with our own opinions, as to the value of each case to your office with recommendations.

6. Report regularly to the office of the Client concerning all investigation as developed in order that the Client may keep a complete file on each open case. Report also to the insurance company as per their requirements.
7. Provide the Client, the insurance company, the producer, and any other firm or individual designated by the Client, computerized loss reports either monthly or quarterly, depending upon the volume.
8. Participate as Client's advocate in all audits and any and all filings required by your insurance company.
9. All claim files and material shall be the property of the Client and the Client may exercise his right to audit any claim file or the entire program at its discretion without notice.

FEES

- A. The annual fee to include the processing of all incident reports and the services mentioned hereinabove, with the exception of Section B below, shall be \$500.00.
- B. On all cases where a claim is made and/or the accident report clearly indicates that a claim is to be expected, requiring the creation of a file, posting reserve, investigation. All services will be handled on a time and expense basis of \$65.00 per hour plus Allocated Expenses.*

BILLING

- A. The annual fee of \$500.00 shall be paid in monthly installments.
- B. On all cases requiring the creation of a file, investigation, CSB shall submit, as an additional fee, a separate bill on each case when the matter is completed or an interim bill within six months after the creation of a file.

Any item of allocated expenses in excess of \$100.00 shall be forwarded to the client for direct payment.

*ALLOCATED EXPENSES shall mean all court costs; fees and expenses; fees for service of process; fees to attorneys; costs of undercover operative and detective services; fees of independent adjusters or attorneys for investigation or adjustment of claims in areas not reasonably accessible to employees of CSB, cost of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis; property damage reports; physical examinations; or for advice, opinion or testimony concerning claims under investigation or in litigation; costs of civil proceedings; costs for copies of any public records; cost of depositions and court reporter or recorded statements; travel expense; telephone; telegrams; photostats; photographs and any other similar fee cost or expense reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss.

ACCEPTED BY: _____
Client

BY: _____

CLAIMS SERVICE BUREAU OF NEW YORK INC.

BY: 
David G. Hutchinson, President

**AGREEMENT by and between the
BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT
and the
ROCKY POINT ADMINISTRATORS' ASSOCIATION**

AGREEMENT entered into by and between the Board of Education of the Rocky Point Union Free School District (the "District") and the Rocky Point Administrators' Association (the "Association"), collectively referred to as the "parties."

WHEREAS, the parties have entered into a collective bargaining agreement; and

WHEREAS, such collective bargaining agreement includes "Article VI—Retirement" which applies to employees who are first time eligible to retire under the rules of the New York State Teachers' Retirement System ("TRS") or reach 55 years of age by June 30th of a given year; and,

WHEREAS, the District and the Association, pursuant to collective bargaining, agree to allow unit member, Charles Delargy, the capacity to receive a retirement incentive benefit.

NOW THEREFORE, IT IS HEREBY AGREED that unit member Charles Delargy ("unit member") shall be entitled to receive a retirement incentive benefit subject to the following conditions:

1. The unit member shall receive payment for fifty (50) percent of a maximum of 200 sick/personal days at the rate of 1/240 of his annual salary upon retirement. Additionally, the unit member shall receive three hundred (\$300.00) for each year of consecutive full time service to the District.
2. The subject incentive is conditional upon the unit member submitting an irrevocable letter of retirement by June 16, 2022 with an effective retirement date of August 31, 2022.
3. The Board of Education and Association shall execute a separate Memorandum of Agreement providing for the retirement incentive and service payment upon retirement set forth herein to be made in the form of an employer non-elective contribution into a designated IRC Section 403(b) tax sheltered annuity up to the statutory limit. The retirement incentive payment shall be deposited into unit member's designated 403(b) account no later than September 30, 2022.
4. This Agreement shall be binding upon the Association, its successors and assigns as well as the District and its' successors and assigns.
5. The payment herein shall be in addition to any retirement benefits (e.g. health insurance, etc.) provided to unit member pursuant to the collective bargaining agreement and/or district practice as of the date of this Agreement.
6. This Agreement shall not diminish, waive or in any manner amend the provisions of Article VI of the Collective Bargaining Agreement.
7. This Agreement will automatically "sunset" effective September 1, 2022 and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, except as is necessary to fulfill the obligations of the agreement and unless extended in writing by the parties.
8. The parties further agree that this Agreement shall not be precedent-setting nor binding upon the parties in the future. Moreover, the parties agree that this Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum other than to enforce the terms set forth herein.

Dated: June 16, 2022

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE
SCHOOL DISTRICT

By: _____
Mrs. Susan Y. Sullivan, President
Rocky Point UFSD, Board of Education

ROCKY POINT ADMINISTRATORS' ASSOCIATION

By: _____
Michael Gabriel, RPAA President

AGREEMENT

Between the

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

And the

ROCKY POINT TEACHERS' ASSOCIATION

THIS AGREEMENT is entered into by the Board of Education of the Rocky Point Union Free School District (the "District") and the Rocky Point Teachers' Association (the "Association"), collectively referred to as the "Parties."

Teachers who attend the College Board approved Advanced Placement institute (the "Institutes") during the months of June, July and/or August, 2022, at the direction of the District, shall be paid in accordance with Appendix B, Section 14: Compensation for Additional Supervision rate. Said payment shall be calculated to reflect that eligible teachers will be paid for a maximum of 5 days at 7 hours per day, for a total not to exceed 35 hours. This Agreement excludes payment to a teacher or teachers that have not yet reached the M75 level and who choose to utilize the hours at the Institute toward lateral advancement.

In addition to the compensation set forth above, the District will pay tuition (registration) costs for the Institutes, as approved in advance at its sole discretion. Mileage shall be reimbursable in accordance with the rate approved by the Board of Education, said reimbursement shall not exceed 150 miles for each approved day of attendance. All other transportation and other costs related to approved attendance at the Institutes are excluded from this Agreement.

This Agreement shall not have any retroactive application for staff who attended any Institutes prior to the dates included in this Agreement.

This Agreement will automatically "sunset" upon written notice by either of the parties to the other party and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act, unless extended in writing by the parties.

The Parties further agree that this Agreement shall not be precedent-setting nor binding upon the Parties in the future. Moreover, the Parties agree that this Memorandum of Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum.

Dated: July 14, 2022

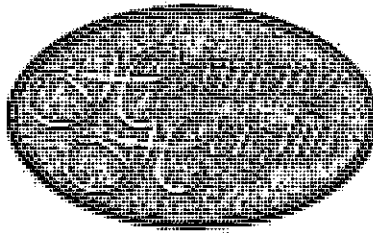
BOARD OF EDUCATION OF THE ROCKY POINT
UNION FREE SCHOOL DISTRICT

ROCKY POINT TEACHERS' ASSOCIATION

By: _____
Mrs. Susan Y. Sullivan, President
Rocky Point UFSD, Board of Education

By: _____
Stacy Iberger, RPTA President

**AGREEMENTS FOR UNIVERSAL PRE-KINDERGARTEN SERVICES FOR
THE 2022-2023 SCHOOL YEAR**



Harmony Heights Residential & Day School

Kathryn Nastri, LCSW
Executive Director

Dear Kristen,

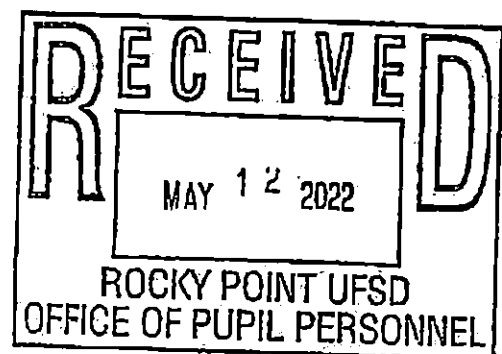
Kathy would like to thank you for the acknowledgement of her award. It was an amazing evening!

Enclosed is the signed Contract and Schedule A. If you have any additional questions please feel free to contact me.

Thank you,

A handwritten signature in cursive script that reads "Catherine DiPrima".

Catherine DiPrima
Accounts Receivable Manager
516-922-4060 x4



**Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, NY 11778**

2021-2022

SPECIAL EDUCATION INSTRUCTIONAL SERVICES AGREEMENT

This Agreement is entered into this 13th day of June 2022, by and between the Board of Education of the Rocky Point Union Free School District (hereinafter "SENDING DISTRICT"), HAVING ITS PRINCIPAL PLACE OF BUSINESS FOR THE PURPOSES OF THIS Agreement at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778 and Harmony Heights (hereinafter "PRIVATE SCHOOL"), having its principal place of business for the purpose of this Agreement at 60 Walnut Avenue, East Norwich, NY 11732.

WITNESSETH

WHEREAS, the SENDING DISTRICT is authorized by New York Education Law Sections 4402 and 4408 as well as 8 NYCRR 200 *et. seq.* to contract with institutions within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of students with disabilities in special classes in the SENDING DISTRICT; and

WHEREAS, the PRIVATE SCHOOL is a Ch. 853 NYS Education Corporation chartered by the New York State Board of Regents, operates a school approved by the New York State Education Department to provide special education and related services to students with disabilities, and

WHEREAS, the SENDING DISTRICT desires to contract with the PRIVATE SCHOOL to provide special education instruction to the student(s) identified in the attached Schedule A, incorporated by reference herein and made a part of this Agreement, for whom the SENDING DISTRICT has legal responsibility for providing a free, appropriate, public education.

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

A. TERM

The term of this Agreement shall be from April 25, 2022 through June 30, 2022, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

2. **The PRIVATE SCHOOL agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the PRIVATE SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.**
3. **The SENDING DISTRICT agrees to defend, indemnify and hold harmless the PRIVATE SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.**

C. SERVICES AND RESPONSIBILITIES

1. **The PRIVATE SCHOOL shall provide the services as set forth in each student's Individualized Education Program (IEP), to those students specified in the attached Schedule A.**
2. **The PRIVATE SCHOOL is responsible for all related services as set forth in the student's IEP. These related services are inclusive of the tuition rate.**
3. **Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity or expression, national origin, religion, age, disability or sponsorship.**
4. **The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules and regulations as well as established policy guidance from the New York State Education Department including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.**
5. **The PRIVATE SCHOOL shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department of Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the PRIVATE SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of the same.**
6. **The parties 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 shall comply with said Regulations, as applicable.

7. The parties, and their respective employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and or/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. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for the applicable law, rule, or regulation including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Education Law Section 2-d.
8. The PRIVATE SCHOOL agrees to report to the SENDING DISTRICT on the progress of the student as requested and as set forth in the student's IEP. The PRIVATE SCHOOL agrees to permit a representative or representatives of the Committee on Special Education of the SENDING DISTRICT to visit the program in which the student is enrolled upon reasonable prior written notice.
9. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the PRIVATE SCHOOL to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The PRIVATE SCHOOL will render such reports to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the student(s) covered by the terms of this Agreement.
10. The PRIVATE SCHOOL shall make qualified personnel available to participate in meetings of the SENDING DISTRICT's Committee on Special Education (CSE), where appropriate, upon reasonable prior notice to the PRIVATE SCHOOL of such meetings.
11. The PRIVATE SCHOOL shall comply with the provision of the Safe Schools Against Violence in Education (SAVE) Act including background checks and fingerprinting of all staff directly providing services to students.
12. In the event that the parent or person in parental relation to the student(s) receiving services pursuant to this Agreement files a request for an impartial hearing or administrative complaint or initiates litigation in connection with such services, the PRIVATE SCHOOL shall promptly give written notice of same to the SENDING DISTRICT.

D. COMPENSATION

1. The PRIVATE SCHOOL shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall be determined in accordance with New York State Education tuition setting unit. In the event that the Commissioner's Tuition Rate is changed for the term of this Agreement, if applicable, the amount of tuition which the SENDING DISTRICT is required to pay shall be increased or decreased to reflect the adjusted tuition rate for the relevant period of each student's attendance.

a. Current Certified Tuition Rates for Harmony Heights School:

10-Month 2021-2022 Program \$30,764.00

2-Month 2021-2022 Program \$5,127.00

Rates are per student

2. Requests for payment by the PRIVATE SCHOOL shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown for the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the PRIVATE SCHOOL within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

E. INSURANCE

1. The PRIVATE SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice, and other insurance as shall be necessary to insure the PRIVATE SCHOOL and the SENDING DISTRICT, including the Board of Education, employees, and volunteers, as additionally insured, against any claim for liability, bodily injury and personal injury, death and property damage occasioned directly or indirectly by the PRIVATE SCHOOL in connection with the performance of the PRIVATE SCHOOL'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the PRIVATE SCHOOL shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon request, the PRIVATE SCHOOL shall supply the SENDING DISTRICT with a copy of said policy/policies.

F. TERMINATION

- 1. Either the SENDING DISTRICT or the PRIVATE SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.**
- 2. The parties agree that either party's failure to comply with any terms or conditions of this Agreement will provide a basis for the other party to immediately terminate this Agreement without any further liability to the party that violated the Agreement.**
- 3. In the event the SENDING DISTRICT or the PRIVATE SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.**

G. NOTICES

- 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, addressed as follows:**

To the SENDING DISTRICT: **Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, New York 11955
Attn: Executive Director for PPS**

To the PRIVATE SCHOOL: **Harmony Heights
60 Walnut Avenue
East Norwich, New York 11732
Attn: Executive Director**


H. MISCELLANEOUS

- 1. Assignment: It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.**
- 2. No Waiver: 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 this Agreement.**
- 3. Severability: Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision 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 provision(s) eliminated.**

4. **Governing Law:** 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.
5. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
6. **Entire Agreement:** This Agreement, along with the attached "Schedule A," and Education Law 2-d rider is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understanding, representations, conditions, or covenants between the parties relating to the subject matter of the agreement.
7. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

HARMONY HEIGHTS
(Federal ID# 11-2542011)

ROCKY POINT UFSD

By: 
 Executive Director

By: _____
 President Board of Education

Date: 5/11/22

Date: _____

Confidential Schedule A

Student(s) to whom services shall be provided pursuant to this AGREEMENT

Name of Student(s)	Date of Birth

**Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, NY 11778**

2022-2023

SPECIAL EDUCATION INSTRUCTIONAL SERVICES AGREEMENT

This Agreement is entered into this 13th day of July 2022, by and between the Board of Education of the Rocky Point Union Free School District (hereinafter "SENDING DISTRICT"), HAVING ITS PRINCIPAL PLACE OF BUSINESS FOR THE PURPOSES OF THIS Agreement at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778 and Harmony Heights (hereinafter "PRIVATE SCHOOL"), having its principal place of business for the purpose of this Agreement at 60 Walnut Avenue, East Norwich, NY 11732.

WITNESSETH

WHEREAS, the SENDING DISTRICT is authorized by New York Education Law Sections 4402 and 4408 as well as 8 NYCRR 200 *et. seq.* to contract with institutions within the State of New York for the instruction of students with disabilities in those situations where the SENDING DISTRICT is unable to provide for the education of students with disabilities in special classes in the SENDING DISTRICT; and

WHEREAS, the PRIVATE SCHOOL is a Ch. 853 NYS Education Corporation chartered by the New York State Board of Regents, operates a school approved by the New York State Education Department to provide special education and related services to students with disabilities, and

WHEREAS, the SENDING DISTRICT desires to contract with the PRIVATE SCHOOL to provide special education instruction to the student(s) identified in the attached Schedule A, incorporated by reference herein and made a part of this Agreement, for whom the SENDING DISTRICT has legal responsibility for providing a free, appropriate, public education.

NOW, THEREFORE, upon mutual consideration given, the parties herein agree as follows:

A. TERM

The term of this Agreement shall be from July 4, 2022 through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that neither party is under any obligation to renew this Agreement upon its expiration.

B. CONDITIONS

In performing services specified in this Agreement, it is understood that:

2. **The PRIVATE SCHOOL agrees to defend, indemnify and hold harmless the SENDING DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the PRIVATE SCHOOL, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.**
3. **The SENDING DISTRICT agrees to defend, indemnify and hold harmless the PRIVATE SCHOOL, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorney's fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the SENDING DISTRICT, its officers, directors, agents or employees in connection with the performance of services pursuant to this Agreement. The obligations pursuant to this provision shall survive the termination of this Agreement.**

C. SERVICES AND RESPONSIBILITIES

1. **The PRIVATE SCHOOL shall provide the services as set forth in each student's Individualized Education Program (IEP), to those students specified in the attached Schedule A.**
2. **The PRIVATE SCHOOL is responsible for all related services as set forth in the student's IEP. These related services are inclusive of the tuition rate.**
3. **Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity or expression, national origin, religion, age, disability or sponsorship.**
4. **The RECEIVING DISTRICT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules and regulations as well as established policy guidance from the New York State Education Department including but not limited to the maintenance of the student's pendency rights, if and when such rights are properly asserted.**
5. **The PRIVATE SCHOOL shall maintain records, logs, and/or reports in accordance with all applicable laws, regulations, and requirements of the New York State Education Department of Health Department. The SENDING DISTRICT shall have the right to examine any or all records or accounts maintained and/or created by the PRIVATE SCHOOL in connection with this Agreement, and upon request shall be entitled to copies of the same.**
6. **The parties 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 shall comply with said Regulations, as applicable.

7. The parties, and their respective employees, and/or agents agree that all information obtained in connection with the services performed pursuant to this Agreement is deemed confidential information. Both parties, their employees, and or/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. Both parties further agree that any information received by either party's employees and/or agents in connection with this Agreement which concerns the personal, financial, or other affairs of the parties, their employees, agents and/or students will be treated as confidential and will not be revealed to any other persons, firms, organizations or third parties. In addition, both parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for the applicable law, rule, or regulation including but not limited to the Family Educational Rights and Privacy Act (FERPA) and Education Law Section 2-d.
8. The PRIVATE SCHOOL agrees to report to the SENDING DISTRICT on the progress of the student as requested and as set forth in the student's IEP. The PRIVATE SCHOOL agrees to permit a representative or representatives of the Committee on Special Education of the SENDING DISTRICT to visit the program in which the student is enrolled upon reasonable prior written notice.
9. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the PRIVATE SCHOOL to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The PRIVATE SCHOOL will render such reports to the SENDING DISTRICT at the same time that such reports are made to the parent(s) of the student(s) covered by the terms of this Agreement.
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a. Current Certified Tuition Rates for Harmony Heights School:

10-Month 2021-2022 Program	\$30,764.00
2-Month 2021-2022 Program	\$5,127.00

Rates are per student

2. Requests for payment by the PRIVATE SCHOOL shall be made by submission of a detailed written invoice to the SENDING DISTRICT which references the time period for which payment is being requested and a breakdown for the total amount due for the period specified.
3. The SENDING DISTRICT shall pay the PRIVATE SCHOOL within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

E. INSURANCE

1. The PRIVATE SCHOOL, at its sole expense, shall procure and maintain such policies of commercial general liability, malpractice, and other insurance as shall be necessary to insure the PRIVATE SCHOOL and the SENDING DISTRICT, including the Board of Education, employees, and volunteers, as additionally insured, against any claim for liability, bodily injury and personal injury, death and property damage occasioned directly or indirectly by the PRIVATE SCHOOL in connection with the performance of the PRIVATE SCHOOL'S responsibilities under this Agreement; each such policy shall provide a minimum coverage of One Million Dollars (\$1,000,000) per occurrence subject to an annual aggregate of Three Million Dollars (\$3,000,000).
2. The insurance is to be written by a licensed and/or admitted New York State Insurer with a minimum Bests rating of A-minus.
3. In the event any of the aforementioned insurance policies are cancelled or not renewed, the PRIVATE SCHOOL shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon request, the PRIVATE SCHOOL shall supply the SENDING DISTRICT with a copy of said policy/policies.

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1. Either the SENDING DISTRICT or the PRIVATE SCHOOL may terminate this Agreement upon thirty (30) days prior written notice to the other party. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
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3. In the event the SENDING DISTRICT or the PRIVATE SCHOOL terminates this Agreement with or without cause, such termination of the Agreement shall not discharge the parties' existing obligations to each other as of the effective date of termination.

G. NOTICES

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, addressed as follows:

To the SENDING DISTRICT: Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, New York 11955
Attn: Executive Director for PPS

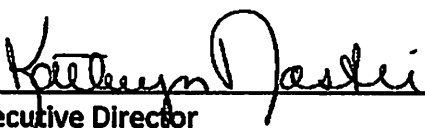
To the PRIVATE SCHOOL: Harmony Heights
60 Walnut Avenue
East Norwich, New York 11732
Attn: Executive Director

H. MISCELLANEOUS

1. **Assignment:** It is expressly understood that this Agreement shall not be assigned or transferred without prior written consent of the other party.
2. **No Waiver:** 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 this Agreement.
3. **Severability:** Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision 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 provision(s) eliminated.

4. **Governing Law:** 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.
5. **Venue:** Any dispute arising under this Agreement shall be litigated in the Courts of Suffolk County, New York.
6. **Entire Agreement:** This Agreement, along with the attached "Schedule A," and Education Law 2-d rider is the complete and exclusive statement of the Agreement between the parties, and supersedes all prior or contemporaneous, oral or written: proposals, understanding, representations, conditions, or covenants between the parties relating to the subject matter of the agreement.
7. **Amendment:** This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both parties.
8. **Execution:** This Agreement, and any amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

HARMONY HEIGHTS
(Federal ID# 11-2542011)

By: 
Executive Director

Date: 6/22/22

ROCKY POINT UFSD

By: _____
President Board of Education

Date: _____

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and

Harmony Heights Schools (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Rocky Point Union Free School District and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

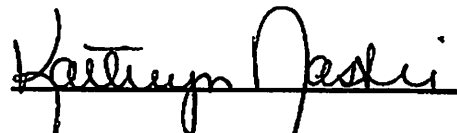
4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

NAME OF PROVIDER: Harmony Heights School

BY:  **DATED:** 6/27/22

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and

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"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

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Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District's Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;
6. Specifies whether Protected Data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of the District; Education Law § 2-d; and Part 121;
3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of the District's Parent Bill of Rights.

NAME OF PROVIDER: Harmony Heights School

BY: Katherine Nesher **DATED:** 6/22/20

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.



ROCKY POINT UNION FREE SCHOOL DISTRICT
 OFFICE OF THE SUPERINTENDENT
 90 Rocky Point – Yaphank Road
 Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Scott O'Brien
 Superintendent of Schools

Christopher A. Van Cott
 Assistant Superintendent for Business

June 7, 2022

Mr. Peter Cheng
 Garratt-Callahan Company
 306 Talmadge Road
 Edison, NJ 08817

Re: Bid #21-09 Open Cooling Tower & Closed Loop Chiller Water Treatment Programs Extension for 2022-23

Dear Mr. Cheng:

The current Open Colling Tower and Closed Loop Chiller Water Treatment Programs bid contract between Garratt-Callahan and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the period 9/1/22-8/31/23 at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by July 21, 2022.

We look forward to working with you again for another year.

Sincerely,

Christopher A. Van Cott
 Assistant Superintendent for Business

AGREEMENT

Garratt-Callahan Company agrees to extend the current Open Cooling Tower & Closed Loop Chiller Water Treatment Programs contract, under the same terms and conditions as per Bid #21-09, for the period 9/1/22-8/31/23.

Peter Cheng
 Representative – Garratt-Callahan Company

Date 6/21/2022

BID RESPONSE SHEET

Open Cooling Tower & Closed Loop Chiller
Water Treatment Program

Bid #21-09

SCOPE: To provide Water Treatment and Chemical Program and Service for the District's cooling tower at the Rocky Point HS and closed loop chiller at the Rocky Point MS.

This annual service contract will include all chemicals needed to effectively treat both systems.

A. Annual Service Cost - Open Cooling Tower @ RP High School

\$ 4,100.00

B. Annual Service Cost-Closed Loops Chiller @ RP Middle School

\$ 2,080.00

C. Total Annual Cost: A + B =

\$ 6,180.00

Name of Firm

GARRATT - CALLAWAY COMPANY

Contact Person

PETER CHENG

Address

50 INGOLD ROAD
BULLINGAME CA 94010

Office Phone:

650-697-5811 (732-287-2200)

Cell Phone:

516-670-7733



ROCKY POINT UNION FREE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
 90 Rocky Point - Yaphank Road
 Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Scott O'Brien
Superintendent of Schools

Christopher A. Van Cott
Assistant Superintendent for Business

June 7, 2022

Mr. Peter Cheng
 Garratt-Callahan Company
 306 Talmadge Road
 Edison, NJ 08817

Re: Bid #21-10 Closed Loop Heating System and Steam Boiler Water Treatment Programs at FJC, JAE & RPHS- Extension for 2022-23

Dear Mr. Cheng:

The current Closed Loop Heating System and Steam Boiler Water Treatment Programs bid contract between Garratt-Callahan and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the period 9/1/22-8/31/23 at the current rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by July 21, 2022.

We look forward to working with you again for another year.

Sincerely,

Christopher A. Van Cott
 Assistant Superintendent for Business

AGREEMENT

Garratt-Callahan Company agrees to extend the current Closed Loop Heating System and Steam Boiler Water Treatment Programs contract, under the same terms and conditions as per Bid #21-10, for the period 9/1/22-8/31/23.

Peter Cheng
 Representative - Garratt-Callahan Company

Date 6/21/2022

BID RESPONSE SHEET

Closed Loop Heating System and Steam Boiler Water Treatment Programs

Bid #21-10

SCOPE: To provide Water Treatment and Chemical Program and Service for the District's closed loop heating system at the Frank J. Carasiti Elementary School and the Rocky Point High School and the steam boiler at the Joseph A. Edgar Intermediate School.

This annual service contract will include all chemicals needed to effectively treat both systems.

A. Closed Loop Heating System @ Frank J. Carasiti Elementary School

A1: Pro-rated Service Cost- (4/1/2021-8/31/2021) \$ 500

A2: Annual Service Cost- (9/1/2021-8/31/2022) \$ 1,200

B: Closed Loop Heating System @ Rocky Point High School

B1: Pro-rated Service Cost- (4/1/2021-8/31/2021) \$ 500

B2: Annual Service Cost- (9/1/2021-8/31/2022) \$ 1,200

C: Steam Boiler @ Joseph A. Edgar Intermediate School

C1: Pro-rated Service Cost- (4/1/2021-8/31/2021) \$ 2,500

C2: Annual Service Cost- (9/1/2021-8/31/2022) \$ 6,000

D: Total Annual Cost: A1 + A2 + B1 + B2 + C1 + C2 = \$ 11,900

Name of Firm GARRETT CALAHAN COMPANY

Contact Person PETER CHENG

Address 306 TALMADGE ROAD
EDISON NJ 08817-2300

Office Phone: 516-670-7733

Cell Phone: 516-670-7733



PHONE: 212-820-8300
FAX: 212-814-8425

7 WORLD TRADE CENTER
250 GREENWICH STREET
NEW YORK, NY 10007
WWW.HAWKINS.COM

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RALEIGH

(212) 820-9620

June 13, 2022

Rocky Point Union Free School District, New York
Bond Counsel Letter of Engagement for 2022-2023

Christopher A. Van Cott
Assistant Superintendent for Business
Rocky Point Union Free School District
170 Route 25A
Rocky Point, New York 11778

Dear Chris:

BOND COUNSEL LETTER OF ENGAGEMENT FOR 2022-2023

This is a Letter of Engagement to retain our services as bond counsel to the Rocky Point Union Free School District (the "School District"), in the County of Suffolk, New York, for the school year that commences July 1, 2022 and ends June 30, 2023, in relation to the issuance of the School District's tax anticipation notes, lease financing, and certain other matters. Should any other School District financing requirements arise during the 2022-2023 fiscal year, we will supplement this letter.

Services. Our primary responsibility as Bond Counsel to the School District is to render an opinion in connection with the issuance of obligations by the School District which expresses our belief (i) that the obligations have been properly authorized and issued and are valid, (ii) that the essential sources of security for the obligations have been legally provided for, and (iii) that interest on the obligations is exempt from federal income taxation. A significant emphasis in discharging this responsibility is the preparation of a record sufficient to enable us to render this opinion. Our specific services to the School District would include the following:

- (1) Participation in conferences and telephone discussions with representatives of the School District regarding the School District's cash flow financing requirements;
- (2) Drafting of authorizing documents for the Board relating to the financing, including the tax anticipation note resolution, and proceedings with respect to the sale of the School District's tax anticipation notes;

- (3) Providing advice and consultation with respect to compliance with applicable provisions of the Internal Revenue Code of 1986, as amended, including all federal arbitrage regulations;
- (4) Participation with the School District and its financial advisors in scheduling and structuring each note financing;
- (5) Assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;
- (6) Assistance in the preparation and review of the official statement, if any, used in the public offering of School District's notes;
- (7) Assistance, upon request, in the negotiation of contracts and other matters related to the note offering and rendering of additional opinions as to specific matters;
- (8) Administrative coordination of meetings, and sale and closing arrangements;
- (9) Consultation with the School District, its accountants and attorneys, credit rating agencies, municipal bond insurers and others in regard to the financing;
- (10) Attending to all necessary Internal Revenue Service issue-reporting requirements, as required pursuant to the Internal Revenue Code of 1986, as amended;
- (11) Preparation, drafting and review of closing papers including:
 - (a) Certificate of Determination of the President of the Board of Education,
 - (b) Closing Certificates,
 - (c) School Attorney's Certificate,
 - (d) Tax Certificate, and
 - (e) Certificate with Respect to the Official Statement;
- (12) Preparation of the form of the note for each note sale;
- (13) Preparation of the draft opinion for each note sale, and the furnishing of same to the credit rating agencies, as requested;
- (14) Preparation of all continuing disclosure agreements, as required under applicable federal securities laws and/or regulations;
- (15) Delivery of securities to The Depository Trust Company in New Jersey to be held in escrow until the closing;
- (16) Rendering of our final approving legal opinion with respect to each financing;
- (17) Administrative coordination of note closings with the School District, financial advisor, underwriter and the Depository Trust Company;

(18) Continuous and unlimited communication with the School District throughout the course of each financial transaction; and

(19) Availability at all times of our skilled and caring team of professionals to assist with any questions or concerns relating directly or indirectly to the transaction.

Of necessity, our services vary in scope depending on the talent and willingness to contribute of others involved in the financing.

In addition, we shall assemble a complete record of proceedings to which we would refer when rendering our written opinion that the obligations proposed to be issued by the School District are valid and legally binding, and we will provide continuous advice with respect to each financing through consultations with representatives of the School District and any others who may be involved in the various aspects of such financing. As noted above, we will prepare all relevant proceedings for action by the Board of Education to authorize the issuance of School District obligations, and we will prepare documentation for the sale and delivery of the School District's notes, as required.

* * * *

FEES. We propose the following schedule of fees to pertain to: (i) the issuance of the School District's tax anticipation notes for the 2022-2023 fiscal year, and (ii) other matters as described.

(I) Tax Anticipation Notes

Our fees for approval of tax anticipation notes, which include customary and usual advice and consultation, and preparation of all legal proceedings prerequisite to actual borrowing, all as more particularly described above, are computed pursuant to the following fee schedule:

<u>ISSUE AMOUNT IN DOLLARS</u>	<u>FEE</u>
Issues of \$ 4 million	\$ 6,000
Issues of \$ 5 million	\$ 6,500
Issues of \$ 6 million	\$ 7,000
Issues of \$ 7 million	\$ 7,500
Issues of \$ 8 million	\$ 7,750

Plus \$250 for each additional \$1 million notes up to an issue of \$20 million.

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$5.5 million issue would be \$6,750, calculated by adding \$6,500 (the fee for a \$5 million note issue) and \$250 (being ½ of the \$500 incremental amount of the fee that would apply to a \$6 million note issue).

Our fees for tax anticipation notes include all of our customary and usual out of pocket expenses except for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$100 for each note instrument delivered to a bank in other than book-entry format.

(ii) Lease Financing

With respect to each separate lease financing, we expect to render our final approving opinion addressed to the School District as to the tax-exempt status of the interest component on the lease payments to be made by the School District in connection with any such lease. Our services will include review of a variety of records and other documents to be provided by the School District and the lending institution, including a Master Equipment Lease Purchase Agreement; participation in telephone conferences with representatives of the lending institution, the School District, and the School Attorney; and preparation and filing of required IRS Reporting Forms.

Our fee in connection with each such matter is expected to be computed as follows: \$2,750, plus an amount based on the principal amount of the lease financing calculated at the rate of \$1.25 per \$1,000 of the principal amount thereof. The foregoing fee does not include any of our out-of-pocket disbursements, such as duplication of documents, FedEx or other overnight delivery charges, and postage. Based on our experience with lease financings, our out-of-pocket expenses are usually negligible and should not exceed \$250.

(iv) Other Matters

Legal fees for our professional services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall range from \$750 to \$2,500, dependent upon the complexity of each such matter.

* * * *

The fees provided herein for tax anticipation notes shall apply to any obligations issued in or on account of the 2022-2023 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent. The fees for services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall apply during the 2022-2023 fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

* * * *

The fees described above do not, of course, include the drafting of legislation or the handling of litigation, none of which is necessary or to be anticipated in an ordinary financing; or assistance in responding to SEC initiatives or inquiries, IRS audits, or any related matters.

It has been and continues to be our practice to submit a bill for our services rendered in connection with any financing within ten days following a closing.


This agreement is terminable at will on thirty (30) days' notice and the School District's responsibility at termination would be to pay only those fees and expenses incurred up to the date of termination.

Should the terms hereof be acceptable, may I kindly ask that the President of the Board of Education acknowledge the acceptance of the terms of our engagement by signing where provided below, and returning a signed copy of this letter to us.

It is our pleasure to provide Bond Counsel services to the Rocky Point Union Free School District and we look forward to continue to work with you. Please feel free to call Dan Birmingham, Bill Jackson or me if you have any questions or need any further information at any time.

With best wishes and kind regards, I am

Very truly yours,



William J. Jackson

WJJ: s

**APPROVED AND ACCEPTED BY
ROCKY POINT UNION FREE SCHOOL DISTRICT, NEW YORK**

By: President of the Board of Education

(printed name)

(signature)

Date: _____

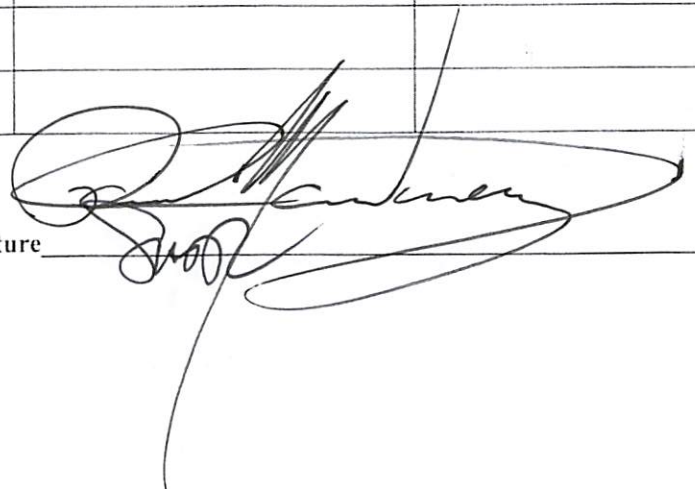
ROCKY POINT PUBLIC SCHOOLS

SURPLUS EQUIPMENT DISPOSAL

School: High School Department: (Basement) Name: John Roca's

Description	Model#/Serial#	Property Tag #	Quantity	Reason for Disposal
goggle Sanitizing Cabinet	model 11-11	03315	1	Replacement Bulbs
(sellstrom)	model 11-11	00854	1	not available
	model 11-11	02023	1	(outdated)
Supreme File Cabinet	None	000492	1	Draws don't open

Superintendent Signature _____



Date: 6-22-22
6-24-22

DESCRIPTION	MODEL #	SERIAL #	PROPERTY TAG	QUANTITY	REASON FOR DISPOSAL	LOCATION (Optional)
Time Clock	N/A	N/A	4081	1	Past Useful Life	HS
Dell Optiplex 100	Optiplex 100	N/A	1196	1	Past Useful Life	HS
SmartBoard	SB660	466237	6020	1	Past Useful Life	JAE 105
SmartBoard	SB660	466254	6050	1	Past Useful Life	JAE 126
SmartBoard	SB660	463888	6062	1	Past Useful Life	JAE 140
SmartBoard	SB660	466247	6049	1	Past Useful Life	JAE 150
Mimio InkUSB	DMA-02	E570962D	N/A	1	Past Useful Life	FJC 132
SmartBoard	SB680	E21005	N/A	1	Past Useful Life	FJC 121
Smart Stand	UF 65	N/A	N/A	1	Past Useful Life	HS
Smart Stand	UF 45-680	N/A	N/A	1	Past Useful Life	HS
Smart Stand	UF 45-680	N/A	N/A	1	Past Useful Life	HS
Smart Stand	UF 45-680	N/A	N/A	1	Past Useful Life	HS
Smart Stand	UF 45-680	N/A	N/A	1	Past Useful Life	HS
Projector	CP-AX2505	N/A	5874	1	Past Useful Life	HS
Projector	DLP	N/A	N/A	1	Past Useful Life	HS
Projector	DLP	N/A	N/A	1	Past Useful Life	HS
Monitor	Lenovo 4431-he1	N/A	N/A	1	Past Useful Life	HS
Monitor	V173	24901278185	N/A	1	Past Useful Life	HS
Monitor	V176L	N/A	N/A	1	Past Useful Life	HS
HP m203 Printer	HP M203	N/A	N/A	4	Broken	HS
Keyboards with Cables	N/A	N/A	N/A	6 Boxes	Broken/Past Useful Life	HS
HP Laserjet 600	HP LJ 600	N/A	N/A	1	Broken	HS
SMART Airliner100	Airliner 100	8EZ017850	N/A	1	Broken/Missing pieces	HS
SMART Airliner100	Airliner 100	8EZ015308	N/A	1	Broken/Missing pieces	HS
e-instruction Tablet	N/A	IP5010947066276	N/A	1	Broken/Missing pieces	HS
SMART Airliner100	Airliner 100	8EZ015290	N/A	1	Broken/Missing pieces	HS

STAFF EVALUATION

**CONFIRMATION OF ACCEPTANCE OF NYS COMPTROLLER'S AUDIT
REPORT AND DISTRICT'S CORRECTIVE ACTION PLAN**

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22

7/13/2022 Schedule-A Classified Staff

Last	First	Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments
Rappolt	David	Part-Time Guard	DW	N/A	7/13/2022	N/A	6/13/2022	Amended resignation effective date
Rappolt	David	Guard	DW	N/A	7/13/2022	N/A	6/14/2022	Amended effective date
Fortune	Cara	School Teacher Aide	DW	N/A	7/13/2022	N/A	6/30/2022	Termination due to abandonment of position
Winters	Rhonda	School Teacher Aide	DW	Annual	7/13/2022	1,000	8/31/2022	Supplemental Student Assistance Stipend 2022-2023 school year.
Rausch	Debra	School Teacher Aide	DW	Annual	7/13/2022	1,000	8/31/2022	Supplemental Student Assistance Stipend 2022-2023 school year.
Allah	Rondu	Part-Time Weekend Security Guard	DW	N/A	7/13/2022	N/A	6/25/2022	Resignation for personal reasons
Lopez	Lisa	Principal Office Assistant	DO	Annual, Step 0	7/13/2022	39,943	8/8/2022	Full-time twelve-month probationary permanent appointment as per Civil Service rules and regulations. Replaces T. Schultz. Salary pro-rated.
Murray	Jean	Part-Time Food Service Worker	DW	N/A	7/13/2022	N/A	6/24/2022	Resignation for personal reasons

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22**

7/13/2022 Schedule-B Certified Staff

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Scalone	Tara	LOTE Teacher	MS	Annual, M Step 21	7/13/2022	66,859	8/31/2022	Change in status from full time contractual appointment to 3/5 contractual appointment
Delargy	Charles	Director of Health, PE, Athletics and Intramurals	DW	N/A	7/13/2022	N/A	8/31/2022	Resignation for the purpose of retirement
Iberger	Stacy	Elementary Education Teacher	FJC	Annual	7/13/2022	Per contract	8/31/2022	Teacher on Special Assignment from 8/31/22 through 6/30/2023; Part-time Technology Integration Specialist.
Berretta	Laurie	Elementary Education Teacher	JAE	Annual	7/13/2022	Per contract	8/31/2022	Teacher on Special Assignment from 8/31/22 through 6/30/2023; Part-time Technology Integration Specialist.
Burns	Dorothy	Business Education Teacher	HS	Annual	7/13/2022	Per contract	8/31/2022	Teacher on Special Assignment from 8/31/22 through 6/30/2023; Part-time Technology Integration Specialist.

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22

7/13/2022 Schedule-C Non-Teaching Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Schultz	Theresa	Substitute Senior Account Clerk	DO	Hourly	7/13/2022	30.20	7/30/2022	2022-2023 school year
Morgan	Joanne	Substitute Teacher Aide/Monitor	DO	Hourly	7/13/2022	TBD*	8/31/2022	2022-2023 school year
Newcomb	Tyanne	Substitute Teacher Aide/Monitor	DO	Hourly	7/13/2022	TBD*	8/31/2022	2022-2023 school year
Allah	Rondu	Substitute Guard	DO	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Badalamenti	Steven	Substitute Custodian	DO	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Amato	Keith	Substitute Guard	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Wodzinski	Thomas	Substitute Guard	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Seckin	Deborah	Substitute Guard	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Bohm	Wayne	Substitute Guard	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Grepel	Nicholas	Substitute Guard	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Picone	John	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
McGee	Mary	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Drews	Wendy	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Rigoulot	Shore	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Falcon	Jennifer	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Madurski	Bambie	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Urneeb	Soma	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Rhodes	Melissa	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Sullivan	Michelle	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Connolly	Susan	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Nielsen	Tracy	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year

DeRosa	Chelsea	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Scully	Marianne	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Loughlin	Melanie	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Strauch	Maureen	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Gilligan	Deborah	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Carbone	KellyAnne	Substitute Teacher Aide/Monitor	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Cummings	Kelly	Substitute Food Service Worker	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Grippa	Vincent	Substitute School Communications Coordinator	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Szeli	Linda	Substitute Nurse	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Leech	Mari-Lyn	Substitute Nurse	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Mulligan	Susan	Substitute Clerical	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year
Boyle	Natalie	Substitute Clerical	DW	Hourly	7/13/2022	TBD*	7/1/2022	2022-2023 school year

*Hourly remuneration for the 2022-2023 school year will be determined at the Annual Organizational Meeting of the Board of Education

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22

7/13/2022 Schedule-D Teaching/Certified Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Marcellino	Joseph	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Antici	Brittany	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Basso	Brooke	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Bernier	Dana	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Brazier	Lucas	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Bucicchia	John	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Calo	Lizabeth	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Campbell	Katherine	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Costa	Jack	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
DeVito	Anthony	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Esmaelzada	Beth	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Friedman	Brooke	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Gibaldi	Alexandria	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Gill	Hunter	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Hamilton	Connor	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Horner	Steven	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Johnson	Kevin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Khan	Aroona	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year

Legg	Savannah	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Leone	Jessica	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Lobato	Raquel	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Loris	Chelsea	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
McHenry	Ehrin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
McCarren	Meghan	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
McFadden	Katherine	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Mejia	Adriana	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Mileski	Ingrid	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Murphy	Lauren	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Nentwich	Mary	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Nobre	Kimberly	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
O'Neill	Megan	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Palmer	Pamela	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Pannizzo	Christopher	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Proffit	Alexa	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Razzore	Shawn	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Sosnowy-Sabella	Joann	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Szybkowski	Dawn	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Szymanski	Robert	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Troge	Amanda	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Varvaro	Christine	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year

Verma	Vijay	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Votta	Matthew	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year
Weilbacher	Eileen	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/13/2022	*TBD	7/1/2022	2022-2023 school year

*Daily remuneration for the 2022-2023 school year will be determined at the Annual Organizational Meeting of the Board of Education

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22

7/13/2022 Schedule-E Co-Curricular Positions 2022/2023

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Nentwich	Christopher	Social Studies Chairperson Grades 6-12	DW	Annual	7/13/2022	10,100	7/1/2022	Amended amount; 2022-2023 school year
Nobre	Anthony	Science Chairperson Grades 6-12	DW	Annual	7/13/2022	10,100	7/1/2022	Amended amount; 2022-2023 school year
Rand	Jason	Math Chairperson Grades 6-12	DW	Annual	7/13/2022	10,100	7/1/2022	Amended amount; 2022-2023 school year
Settepani	Joseph	ELA Chairperson Grades 6-12	DW	Annual	7/13/2022	10,100	7/1/2022	Amended amount; 2022-2023 school year
Williams	James	ENL/LOTE Chairperson Grades K-12	DW	Annual	7/13/2022	10,100	7/1/2022	Amended amount; 2022-2023 school year
Williams	James	ENL Summer Registration	DW	Daily	7/13/2022	364.67	7/1/2022	Not to exceed ten (10) days during July/August 2022
Buchner	Eugene	Event Management and School Safety/Emergency Planning	DW	Annual	7/13/2022	9,000	7/1/2022	2022-2023 school year
Canzanella	Amy	Homeless/Foster Care Liaison	DW	Annual	7/13/2022	4,000	7/1/2022	2022-2023 school year; Funding through Title I Grant
White	Kelly	Clerical Liaison HS Summer Program/RPSSS/Home Tutoring	HS	Annual	7/13/2022	15,000	7/1/2022	2022-2023 school year; Stipend funded through the CRRSA Act
Gersbeck	Gerard	JAE Summer Program Security	JAE	Hourly	7/13/2022	21.44	7/1/2022	July 2022-August 2023; Funded through the ARP Act
Calamonic	Meghan	LOTE Teacher	DW	Hourly	7/13/2022	49.00	7/1/2022	Translation of PreK-12 district documents for the 2022-2023 school year.
Freire	Rosa	Part-Time Office Assistant	DW	Hourly	7/13/2022	49.00	7/1/2022	Translation of PreK-12 district documents for the 2022-2023 school year.
Estevez	Lindsey	ENL Teacher	DW	Hourly	7/13/2022	49.00	7/1/2022	Translation of PreK-12 district documents for the 2022-2023 school year.
Amoscato	Maria	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Costa	Jean	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Falcone	David	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Knapp	Craig	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Hollander	Jacklyn	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Lopez	Mara	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Marte	Gina	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
O'Connor	Kim	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Serpico	Gabriella	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Smokler	Kim	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Steinberg	Nicole	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Trapani	Karen	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Vieira	Deborah	Additional Supervision-Grade 3 Orientation	JAE	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year
Marte	Gina	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Trapani	Karen	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Hollander	Jacklyn	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Costa	Jean	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Adamski	Jaimie	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year

Smokler	Kim	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Amoscato	Maria	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Falcone	David	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Acritelli-Hunt	Jacqueline	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Martin	Jocelyn	Additional Supervision - Kindergarten Orientation/Kindersocial	FJC	Daily	7/13/2022	181.00	7/1/2022	2022-2023 school year
Berretta	Laurie	Kids Can Code Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Schumacher	John	Technology/Makerspace Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Knapp	Craig	Department Chair--Elementary Music	DW	Annual	7/13/2022	4,959	7/1/2022	2022-2023 school year
Schecher	Amy	Department Chair--Secondary Music	DW	Annual	7/13/2022	7,083	7/1/2022	2022-2023 school year
Maggio	Michele	Crafty Kids Club	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Ladani	Erin	Crafty Kids Club	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Tripp	Bettina	Elementary Chorus Assistant-Grade 2	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Trapani	Karen	Garden Club - FJC	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Golding	Jennifer	FJC Literacy Coordinator	FJC	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Tripp	Bettina	Memory Book - FJC	FJC	Annual	7/13/2022	1,688	7/1/2022	2022-2023 school year
Adamski	Jamie	FJC Service Squad Club	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Warren	Julianne	FJC Service Squad Club	FJC	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Nentwich	Christopher	10th Grade Advisor	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Roviello-Meadows	Nyree	11th Grade Advisor	HS	Annual	7/13/2022	3,542	7/1/2022	2022-2023 school year
Eichler	Chester	12th Grade Advisor	HS	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Meier	Seth	9th Grade Advisor	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Meier	Seth	HS Art Honor Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Calamita	Kelly	HS Athletes Helping Athletes	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Schecher	Amy	HS Band 11-12	HS	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Eilers	Jenessa	HS Be A Nicer Neighbor	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Tribby	Carly	HS Be A Nicer Neighbor	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year - Shared Stipend
Mancini	Jaimie	HS Choreographer	HS	Annual	7/13/2022	2,409	7/1/2022	2022-2023 school year
Meier	Seth	HS Department Club--Art	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Domenchello	Melissa	HS Department Club--Science	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Mancini	Jaimie	HS Drama Coach (Pocket Theater)	HS	Per Production	7/13/2022	2,479	7/1/2022	2022-2023 school year
Schecher	Amy	HS Executive Director of Production	HS	Annual	7/13/2022	4,959	7/1/2022	2022-2023 school year
Kyriakakis	Katerina	HS Gay & Straight Alliance Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Poole	Matthew	HS Guidance Facilitator	HS	Annual	7/13/2022	11,408	7/1/2022	2022-2023 school year
Acritelli	Richard	HS History Honor Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Laughlin-Cotter	Heather	HS History Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Hludzinski	Rachel	HS Human Rights Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Messinetti	Margaret	HS Interact	HS	Annual	7/13/2022	3,542	7/1/2022	2022-2023 school year
Schecher	Amy	HS Jazz Band Ensemble	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Calamita	Kelly	HS Leaders Club	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Tribby	Carly	HS Manga Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Schecher	Amy	HS Marching Band	HS	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Alfredson	Janece	HS Math Honor Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Alfredson	Janece	HS Math Team 10-12	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Nobre	Anthony	HS Musical Stage Manager	HS	Annual	7/13/2022	1,881	7/1/2022	2022-2023 school year
Diament	Lauren	HS Newspaper (8 issues minimum)	HS	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Mancini	Jaimie	HS Production Manager - Drama	HS	Per Production	7/13/2022	1,700	7/1/2022	2022-2023 school year

Mancini	Jaimie	HS Production Manager - Musical	HS	Per Production	7/13/2022	1,700	7/1/2022	2022-2023 school year
Gambino	Karen	HS Robotics Club Assistant Director	HS	Annual	7/13/2022	2,173	7/1/2022	2022-2023 school year
Werthner	Serina	HS S.A.D.D.	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Nobre	Anthony	HS Set Building	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year. Shared stipend
Gabrinowitz	Joseph	HS Set Building	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year. Shared stipend
Gabrinowitz	Joseph	HS Science Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Meier	Seth	HS Set Painting	HS	Annual	7/13/2022	1,417	7/1/2022	2022-2023 school year
Stiastny	Jeanne	HS Skills USA	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Conlon	Michael	HS Sound Choices Music Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Scalfani	Carl	HS Student Council	HS	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Conlon	Michael	HS Technical Supervisor Musical Production	HS	Annual	7/13/2022	2,409	7/1/2022	2022-2023 school year
Conlon	Michael	HS Variety Show	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Acritelli	Richard	HS Varsity Club	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Conlon	Michael	HS Video Production Club (HS Day/Eve Events Support)	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Armine	Gregory	HS Yearbook	HS	Annual	7/13/2022	7,790	7/1/2022	2022-2023 school year
Spitz	Jessica	HS Thespan Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Hludzinski	Rachel	HS English Honor Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year. Shared stipend
Blume	Christine	HS English Honor Society	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year. Shared stipend
Hludzinski	Rachel	Mark Twain	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Ventura	David	HS Guitar Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Yashowitz	Mark	JAE Academic Leadership	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Hill-Timpanaro	Laura	JAE Crafty Cooks Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Knapp	Craig	JAE Elementary Chorus Grade 3	JAE	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Knapp	Craig	JAE High Notes	JAE	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Ventura	David	5th Grade Orchestra	JAE	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Knapp	Craig	JAE Drama Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Knapp	Craig	JAE Elementary Chorus Grade 4-5	JAE	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
O'Mahoney	Laura	JAE Memory Book	JAE	Annual	7/13/2022	1,688	7/1/2022	2022-2023 school year
O'Connor	Kim	JAE Yoga Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Fisher	Sara	JAE Stem Science Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Oliveto	AnneMarie	JAE Literacy Coordinator	JAE	Annual	7/13/2022	5,667	7/1/2022	2022-2023 school year
Berretta	Laurie	JAE Technology Club	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Costa	Jean	JAE Student Council	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Ragona Jr	Vincent	HS Marching Band Assistant	MS	Annual	7/13/2022	2,834	7/1/2022	2022-2023 school year
Moorman	Mark	HS Robotics Club Director	MS	Annual	7/13/2022	4,346	7/1/2022	2022-2023 school year
Butcher	Nick	HS Orchestra 9-12	MS	Annual	7/13/2022	4,379	7/1/2022	2022-2023 school year
O'Connell	Catherine	7th Grade Advisor	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Schecher	Amy	7th Grade Band	MS	Annual	7/13/2022	3,400	7/1/2022	2022-2023 school year
Lamia	Emily	8th Grade Advisor	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Ragona Jr	Vincent	8th Grade Band	MS	Annual	7/13/2022	3,400	7/1/2022	2022-2023 school year
O'Connell	Catherine	MS After School Library	MS	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year. Not to exceed \$1500.
Hamel	Gianna	Best Buddies	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
O'Connell	Catherine	Book of the Month Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Mauceri	John	MS Chess Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Aschettino	Karen	MS Choreographer - Musical	MS	Annual	7/13/2022	2,409	7/1/2022	2022-2023 school year
Gordon	Jennifer	MS Community Service Club	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Tsavos	Jonathan	MS Creative Writing Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
LaBianca	Kristen	Department Club - Art Grade 6	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
LaBianca	Kristen	Department Club - Art Grades 7/8	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Ciaccio	Robert	Department Club - Technology	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year

Ciaccio	Robert	MS Detention Duty	MS	Hourly	7/13/2022	29.00	7/1/2022	2022-2023 school year
Hallock	Audra	MS Detention Duty	MS	Hourly	7/13/2022	29.00	7/1/2022	2022-2023 school year
Hamel	Gianna	MS Fashion Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Elcik	Deborah	MS Garden Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Panella	Patrick	MS Guidance Facilitator	MS	Annual	7/13/2022	5,474	7/1/2022	2022-2023 school year
Ventura	David	MS Guitar Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Ragona Jr	Vincent	MS Jazz Band	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Scott	Patricia	MS Lois Lowry	MS	Annual	7/13/2022	458	7/1/2022	2022-2023 school year
O'Connell	Catherine	MS National Junior Honor Society	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Scott	Patricia	MS Natural Helpers	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Katsapis	Elicia	MS Newspaper (5 issues min)	MS	Annual	7/13/2022	3,542	7/1/2022	2022-2023 school year
O'Connell	Catherine	MS Poetry/Coffee House	MS	Annual	7/13/2022	458	7/1/2022	2022-2023 school year
Schumacher	Sarah	MS Poetry/Coffee House	HS	Annual	7/13/2022	458	7/1/2022	2022-2023 school year
Maggio	Gregory	MS Production Manager - Musical	MS	Annual	7/13/2022	1,700	7/1/2022	2022-2023 school year
Moorman	Mark	MS Robotics Director	MS	Annual	7/13/2022	2,834	7/1/2022	2022-2023 school year
Nobre	Anthony	MS Set Building - Musical	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year - Shared Stipend
Gabrinowitz	Joseph	MS Set Building - Musical	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year - Shared Stipend
Moorman	Mark	MS Video Production Club (MS Day/Eve Events Support)	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Moorman	Mark	MS Yearbook	MS	Annual	7/13/2022	5,845	7/1/2022	2022-2023 school year
Moorman	Mark	MS Rookie Robotics	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Eilers	Jenessa	MS Coding Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Gabrinowitz	Joessph	HS Fishing Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Spitz	Jessica	HS Senior High Choral Director	HS	Annual	7/13/2022	2,834	7/1/2022	2022-2023 school year
Sciarrone	Jessica	HS Senior Honor Society	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Schumacher	John	Technology/Makerspace Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Spitz	Jessica	HS Vocal Coach	HS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Kenwood	Kyra	Elementary Chorus (Grade 2)	FJC	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Sciarrone	Jessica	HS After School Library	HS	Hourly	7/13/2022	49.00	7/1/2022	2022-2023 school year. Not to exceed \$1500.
Sciarrone	Jessica	HS Chrome Depot Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Schumacher	Sarah	HS Creative Writing Club	HS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Spitz	Jessica	HS Director of Dramatics - Musical	HS	Annual	7/13/2022	2,834	7/1/2022	2022-2023 school year
Ragona Jr	Vincent	5th Grade Band	JAE	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Falcone	David	JAE Literary Magazine	JAE	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Spitz	Jessica	7th Grade Chorus	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Lamia	Emily	8th Grade Chorus	MS	Annual	7/13/2022	2,124	7/1/2022	2022-2023 school year
Burns	Dorothy	MS Assistant Robotics Director	MS	Annual	7/13/2022	1,700	7/1/2022	2022-2023 school year
O'Connell	Catherine	MS Chrome Depot Club	MS	Annual	7/13/2022	1,274	7/1/2022	2022-2023 school year
Pagnotta	Rebecca	Curriculum Writing	JAE	Hourly	7/13/2022	49.00	7/1/2022	Appointment rescinded
Oliveto	AnnMarie	Curriculum Writing	JAE	Hourly	7/13/2022	49.00	7/1/2022	Writers Workshop HMH Grade 3. General Fund. Increase in hours from twenty (20) hours to thirty (30) hours. Project completion by 10/31/2022.
Marte	Gina	Curriculum Writing	JAE	Hourly	7/13/2022	49.00	7/1/2022	Writers Workshop HMH Grade 3. General Fund. Increase in hours from twenty (20) hours to thirty (30) hours. Project completion by 10/31/2022.
Amoscato	Maria	General Education Teacher	DW	Hourly	7/13/2022	87.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Callahan	Dawn	General Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year

Casswell	Carrie	General Education Teacher	DW	Hourly	7/13/2022	93.98	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Ciliento	Sharon	General Education Teacher	DW	Hourly	7/13/2022	87.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Cox	Jessica	General Education Teacher	DW	Hourly	7/13/2022	87.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Dozier	Kelly	General Education Teacher	DW	Hourly	7/13/2022	50.34	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Edmonds	christine	General Education Teacher	DW	Hourly	7/13/2022	89.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Eichler	Chester	General Education Teacher	DW	Hourly	7/13/2022	92.51	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Engellau	Jennifer	General Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Filippi	Elizabeth	General Education Teacher	DW	Hourly	7/13/2022	91.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Gallino	Nicole	General Education Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Knapp	Craig	General Education Teacher	DW	Hourly	7/13/2022	94.30	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Kuhn	Lori	General Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Marte	Gina	General Education Teacher	DW	Hourly	7/13/2022	89.79	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Modine	Kathi	General Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Pina	Nancy	General Education Teacher	DW	Hourly	7/13/2022	67.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Silverman	Jennifer	General Education Teacher	DW	Hourly	7/13/2022	60.87	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Smokler	Kim	General Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Stueber	Carrie	General Education Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Williams	James	General Education Teacher	DW	Hourly	7/13/2022	52.10	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Roviello-Meadows	nyree	General Education Teacher	DW	Hourly	7/13/2022	91.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Lograno	Kerry	General Education Teacher	DW	Hourly	7/13/2022	89.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Lopez	Mara	General Education Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Serpico	Gabriella	General Education Teacher	DW	Hourly	7/13/2022	43.33	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Muchnik	Marc	School Psychologist	DW	Hourly	7/13/2022	61.60	7/1/2022	Summer CSE/CPSE Committee Meetings & Evals. 2022-2023 school year
Picone	Meredith	School Psychologist	DW	Hourly	7/13/2022	79.59	7/1/2022	Summer CSE/CPSE Committee Meetings & Evals. 2022-2023 school year
Konsky	Diana	School Psychologist	DW	Hourly	7/13/2022	57.36	7/1/2022	Summer CSE/CPSE Committee Meetings & Evals. 2022-2023 school year

Aschettino	Karen	Special Education Teacher	DW	Hourly	7/13/2022	81.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Behringer	Jamie	Special Education Teacher	DW	Hourly	7/13/2022	91.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Birstein	Kelly	Special Education Teacher	DW	Hourly	7/13/2022	79.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Di Gennaro	Elisa	Special Education Teacher	DW	Hourly	7/13/2022	89.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Dozier	Kelly	Special Education Teacher	DW	Hourly	7/13/2022	50.34	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Dwyer	Rachel	Special Education Teacher	DW	Hourly	7/13/2022	50.34	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Elcik	Deborah	Special Education Teacher	DW	Hourly	7/13/2022	79.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Fioto	Eileen	Special Education Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Hoening	Laura	Special Education Teacher	DW	Hourly	7/13/2022	93.43	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Kistner	Christine	Special Education Teacher	DW	Hourly	7/13/2022	67.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Luongo	Joselle	Special Education Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
McGuire	Megan	Special Education Teacher	DW	Hourly	7/13/2022	69.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Messinetti	Margaret	Special Education Teacher	DW	Hourly	7/13/2022	71.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Nardiello	Cynthia	Special Education Teacher	DW	Hourly	7/13/2022	81.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
O'Mahoney	Laura	Special Education Teacher	DW	Hourly	7/13/2022	64.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Pina	Nancy	Special Education Teacher	DW	Hourly	7/13/2022	67.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Prudenti	Valerie	Special Education Teacher	DW	Hourly	7/13/2022	89.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Rucano	Keri	Special Education Teacher	DW	Hourly	7/13/2022	79.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Settepani	Danielle	Special Education Teacher	DW	Hourly	7/13/2022	87.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Shanahan	Sherin	Special Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Silverman	Jennifer	Special Education Teacher	DW	Hourly	7/13/2022	60.87	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Smokler	Kim	Special Education Teacher	DW	Hourly	7/13/2022	96.08	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Valvo	Denise	Special Education Teacher	DW	Hourly	7/13/2022	79.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Vogel	Kristyn	Special Education Teacher	DW	Hourly	7/13/2022	81.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Parise	Megan	Special Education Teacher	DW	Hourly	7/13/2022	57.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year

Cooper	Andrew	Speech Teacher	DW	Hourly	7/13/2022	92.51	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Hamel	Gianna	Speech Teacher	DW	Hourly	7/13/2022	48.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Acritelli-Hunt	Jackie	Speech Teacher	DW	Hourly	7/13/2022	81.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Kent	Nenagh	Speech Teacher	DW	Hourly	7/13/2022	48.59	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Maggio	Michele	Speech Teacher	DW	Hourly	7/13/2022	77.60	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Martin	Jocelyn	Speech Teacher	DW	Hourly	7/13/2022	46.83	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Mascia	Brianna	Speech Teacher	DW	Hourly	7/13/2022	41.16	7/1/2022	Summer CSE/CPSE Committee Meetings. 2022-2023 school year
Hamel	Gianna	Speech Teacher	DW	Hourly	7/13/2022	48.59	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
Kent	Nenagh	Speech Teacher	DW	Hourly	7/13/2022	48.59	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
Maggio	Michele	Speech Teacher	DW	Hourly	7/13/2022	77.60	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
Martin	Jocelyn	Speech Teacher	DW	Hourly	7/13/2022	46.83	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
Mascia	Brianna	Speech Teacher	DW	Hourly	7/13/2022	41.16	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
Egan	Patricia	Speech Teacher	DW	Hourly	7/13/2022	83.59	7/1/2022	Summer Speech-Related Services & Evals. 2022-2023 school year
McGuire	Megan	Behavioral Consultants (Summer Services)	DW	Hourly	7/13/2022	69.60	7/1/2022	Summer Services. 2022-2023 school year
Pfaeffle	Michelle	Behavioral Consultants (Summer Services)	DW	Hourly	7/13/2022	45.08	7/1/2022	Summer Services. 2022-2023 school year
Silverman	Jennifer	Behavioral Consultants (Summer Services)	DW	Hourly	7/13/2022	60.87	7/1/2022	Summer Services. 2022-2023 school year
Russo	Adrienne	MS Cheerleading - Fall (Year 5)	DW	Annual	7/13/2022	3,966	7/1/2022	Coaching appointment 2022-2023 school year
Acritelli	Richard	Varsity Head Boys Cross Country (Year 21)	DW	Annual	7/13/2022	7,654	7/1/2022	Coaching appointment 2022-2023 school year
McCormick	James	MS Boys Cross Country (Year 23)	DW	Annual	7/13/2022	5,670	7/1/2022	Coaching appointment 2022-2023 school year
Poole	Matthew	Varsity Head Girls Cross Country (Year 27)	DW	Annual	7/13/2022	7,654	7/1/2022	Coaching appointment 2022-2023 school year
Havranek	Gregory	MS Girls Cross Country (Year 8)	DW	Annual	7/13/2022	4,534	7/1/2022	Coaching appointment 2022-2023 school year
Bittner	Katie	Varsity Head Field Hockey (Year 17)	DW	Annual	7/13/2022	7,086	7/1/2022	Coaching appointment 2022-2023 school year
Sciulla	Nickalina	JV Head Field Hockey (Year 4)	DW	Annual	7/13/2022	4,676	7/1/2022	Coaching appointment 2022-2023 school year
DiLorenzo	Anthony	Varsity Head Football (Year 19)	DW	Annual	7/13/2022	7,653	7/1/2022	Coaching appointment 2022-2023 school year
Iadanza	Jake	Varsity Asst. Football (Year 4)	DW	Annual	7/13/2022	5,101	7/1/2022	Coaching appointment 2022-2023 school year
Mattia	John	Varsity Asst. Football (Year 17)	DW	Annual	7/13/2022	6,237	7/1/2022	Coaching appointment 2022-2023 school year
Spallina	Daniel	JV Football (Year 11)	DW	Annual	7/13/2022	5,953	7/1/2022	Coaching appointment 2022-2023 school year
Capell	Daniel	JV Football (Year 7)	DW	Annual	7/13/2022	5,385	7/1/2022	Coaching appointment 2022-2023 school year
Panella	Patrick	MS Football (Year 19)	DW	Annual	7/13/2022	5,386	7/1/2022	Coaching appointment 2022-2023 school year
Stern	Ryan	MS Football (Year 2)	DW	Annual	7/13/2022	4,250	7/1/2022	Coaching appointment 2022-2023 school year
Connolly	Grant	Varsity Golf (Year 2)	DW	Annual	7/13/2022	3,966	7/1/2022	Coaching appointment 2022-2023 school year
Camarda	Joseph	Varsity Head Boys Soccer (Year 17)	DW	Annual	7/13/2022	7,086	7/1/2022	Coaching appointment 2022-2023 school year
Roach	Daniel	Varsity Asst Boys Soccer (Year 6)	DW	Annual	7/13/2022	5,385	7/1/2022	Coaching appointment 2022-2023 school year
Dougherty	Sean	JV Boys Soccer (Year 6)	DW	Annual	7/13/2022	5,244	7/1/2022	Coaching appointment 2022-2023 school year
Walsh	Tom	MS Boys Soccer (Year 4)	DW	Annual	7/13/2022	3,966	7/1/2022	Coaching appointment 2022-2023 school year
Costa	Peter	Varsity Head Girls Soccer (Year 11)	DW	Annual	7/13/2022	7,086	7/1/2022	Coaching appointment 2022-2023 school year
Goncalves	Rony	Varsity Asst Girls Soccer (Year 6)	DW	Annual	7/13/2022	5,385	7/1/2022	Coaching appointment 2022-2023 school year
Brooks	Tesia	MS Girls Soccer (Year 4)	DW	Annual	7/13/2022	3,966	7/1/2022	Coaching appointment 2022-2023 school year

Buonconsiglio	James	Varsity Girls Tennis (Year 17)	DW	Annual	7/13/2022	7,086	7/1/2022	Coaching appointment 2022-2023 school year
Nobre	Anthony	JV Girls Tennis (Year 22)	DW	Annual	7/13/2022	6,380	7/1/2022	Coaching appointment 2022-2023 school year
Lindsay	Scott	MS Girls Tennis (Year 12)	DW	Annual	7/13/2022	5,102	7/1/2022	Coaching appointment 2022-2023 school year
Sussillo	Conor	Varsity Girls Volleyball (Year 7)	DW	Annual	7/13/2022	6,518	7/1/2022	Coaching appointment 2022-2023 school year
Fitzpatrick	Kelly	JV Girls Volleyball (Year 1)	DW	Annual	7/13/2022	4,676	7/1/2022	Coaching appointment 2022-2023 school year
Messinetti	Margaret	Interscholastic Sports for the Challenged -Athletics for All (Year 9)	DW	Annual	7/13/2022	3,402	7/1/2022	Coaching appointment 2022-2023 school year
Brienza	Mark	Interscholastic Sports for the Challenged -Athletics for All (Year 11)	DW	Annual	7/13/2022	3,970	7/1/2022	Coaching appointment 2022-2023 school year
Acritelli	Richard	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Boys Cross Country
Connelly	Grant	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Boys Golf
Camarda	Joseph	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Boys Soccer
Mellela	Samantha	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Fall Cheerleading
Bennett-Rosman	Alexa	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Fall Cheerleading
Bittner	Katie	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Field Hockey
DiLorenzo	Anthony	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Football
Mattia	John	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Football
Poole	Matthew	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Girls Cross Country
Costa	Peter	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Girls Soccer
Buonconsiglio	James	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Girls Tennis
Nobre	Anthony	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Girls Tennis
Sussillo	Conor	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Volleyball
Rhinehart	Annika	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours per program. Volleyball
Marchetta	Anthony	Intramural Athletics	DW	Hourly	7/13/2022	24.00	7/1/2022	2022-2023 school year. Not to exceed 20 hours. Weight Room
Amoscato	Maria	Additional Supervision - Physical Education Teacher	DW	Hourly	7/13/2022	49.00	7/1/2022	Interview committee
Calamita	Kelly	Additional Supervision - Elementary Teacher	DW	Hourly	7/13/2022	49.00	7/1/2022	Interview committee
Abernethy	Laura	Chaperone	DW	Hourly	7/13/2022	See below*	8/31/2022	2022-2023 school year
Gutierrez	Cassandra	Chaperone	DW	Hourly	7/13/2022	See below*	8/31/2022	2022-2023 school year
Quaranta-Russell	Christine	Chaperone	DW	Hourly	7/13/2022	See below*	8/31/2022	2022-2023 school year
Rau	Janis	Chaperone	DW	Hourly	7/13/2022	See below*	8/31/2022	2022-2023 school year

*Up to two hours: \$57.00; in excess of two hours: \$85.00; Junior/Senior Prom: \$57.00 per hour 2022/2023 school year

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/13/22

7/13/2022 Schedule-F Community Education

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Kuhn	Lori	Director of Community Education	DW	Annual	6/13/2022	10,000	7/1/2022	2022-2023 School Year