

AGENDA
ROCKY POINT PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
July 28, 2022

Reminder Regarding Public Comment:

- Speakers must present their license to Mrs. Crossan as they approach the podium to allow for their address to be recorded. Speakers will announce their name once at the podium.
- Public comment at meetings of the Board shall be restricted to civil discourse, free from disparaging remarks or inferences toward any person or organization. Speakers who fail to observe this protocol will be ruled out of order.
- A period of time not to exceed fifteen (15) minutes, unless extended at any given meeting by resolution of the Board, shall be provided prior to Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- A period of time not to exceed thirty (30) minutes, unless extended at any given meeting by resolution of the Board, shall be provided subsequent to the completion of Board action on the agenda. Each speaker shall be limited to a maximum of three minutes. Speakers may not share, defer, or otherwise reallocate any or all of the three minutes afforded them.
- Speakers shall be ruled out of order if they attempt to speak about any specific student or employee, by name or title.

I Meeting called to Order:

Present: Jessica Ward, President
Michael Lisa, Vice President
Edward Casswell, Trustee
Susan Sullivan, Trustee
Erin Walsh, Trustee
Scott O'Brien, Ed.D., Superintendent of Schools
Susann Crossan, Assistant Superintendent
Christopher Van Cott, Assistant Superintendent for Business
Kelly White, District Clerk

Pledge of Allegiance

II Executive Session

At _____ PM motion made and seconded to go into Executive Session to discuss _____.

Motion _____ 2nd _____ Vote _____

Superintendent's Report

III Rocky Point PTA Donation for Graduation Flowers (HS)

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the \$300.00 donation from the Rocky Point PTA, as per the attached.

BE IT RESOLVED, that the Rocky Point Union Free School District hereby approves upon the recommendation of the Superintendent of Schools, to increase the general fund budget by \$300.00 as a result of the donation from the Rocky Point PTA.

Be it **FURTHER RESOLVED** that the following budget codes be adjusted to reflect that increase:

A2020500030000 \$ 300.00

Motion_____2nd_____Vote_____

IV 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.

Motion_____2nd_____Vote_____

V Special Education Tuition Contract 2022-23 SY- Miller Place UFSD

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves a tuition contract with the Miller Place Union Free School District whereby the Rocky Point Union Free School District shall provide requested special education instruction services to Miller Place resident student(s) for the 2022-23 school year.

BE IT FURTHER RESOLVED, the Board of Education authorizes the President of the Board to execute said 2022-23 tuition contract, as attached.

Motion_____2nd_____Vote_____

**VI Adoption and Review/Re-Adoption of Board of Education Policy
Numbers 3410, 5220, 5410, 5681 and 7110**

BE IT RESOLVED, that the Board of Education adopts and reviews/re-adopts the following policies (second 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

Motion _____ 2nd _____ Vote _____

**VII Memorandum of Agreement between the 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 a Memorandum of Agreement between the District and the Rocky Point Teachers' Association for the purpose of adding three (3) clubs that shall become part of Schedule B of the Collective Bargaining Agreement between the Rocky Point Union Free School District and the Rocky Point Teachers' Association effective July I, 2022 as per the attached.

Motion _____ 2nd _____ Vote _____

VIII Modification to the Employment Agreement

BE IT RESOLVED, that the Board of Education authorizes the President of the Board of Education to execute the Third Amended and Restated Employment Agreement, dated July 28, 2022, between the Board of Education of the Rocky Point Union Free School District and Mrs. Susann Crossan, Assistant Superintendent.

Motion _____ 2nd _____ Vote _____

IX Personnel

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

Motion _____ 2nd _____ Vote _____

X **New Business**

XI **Adjournment**

I move that the Board of Education adjourns the meeting at _____PM

Motion _____^{2nd} _____ Vote _____

MINUTES
ROCKY POINT PUBLIC SCHOOLS
BOARD OF EDUCATION MEETING
June 13, 2022

Mrs. Sullivan called the meeting to order at 5:30 p.m. in the auditorium of Rocky Point High School.

Present: Susan Sullivan, President
Edward Casswell, Vice President
Michael Lisa, Trustee,
Erin Walsh, Trustee
Jessica Ward, Trustee
Scott O'Brien, Ed.D., Superintendent of Schools
Susann Crossan, Assistant Superintendent
Kelly White, District Clerk

Absent: Christopher Van Cott, Assistant Superintendent for Business

PLEDGE OF ALLEGIANCE

EXECUTIVE SESSION

At 5:30 p.m. a motion was made by Ed Casswell, and seconded by Jessica Ward, to go into Executive Session to discuss specific personnel and contractual issues.

All in favor – Motion carried 5-0

The board returned to open session at 7:05 p.m.

SUPERINTENDENT'S REPORT

Mr. Delargy thanked the Board of Education for allowing the Spring athletic recognitions at the meeting. He reminded the meeting attendees that the Fall and Winter All County Honorable Mention, All County or higher awards were announced at the May 17 meeting. This evening the Spring All County Honorable Mention, All County or higher awards would be shared. Mr. Delargy added that he would also be recognizing the varsity baseball team on their Suffolk County Class A Championship.

Mr. Delargy expressed thanks to Varsity Head Coach Anthony Anzalone, Varsity Assistant Coach Eric Strovink, Volunteers Darren Goldstein and Brian Glen, JV Head Coach Dan Capell, JV Volunteer Matt Pendl and MS Coach Rich Acritelli.

Mr. Delargy invited the Varsity Baseball team members to the podium and congratulated them on their achievement of Suffolk County Class A Champions.
Thomas Anzalone, Christian Ark, AJ Aschettino, Nic Benhardt, Dominick Carbone, Conor Casswell, Ryan Culley, Christian Dantuono, Jeremy Graham, Sean Hamilton, Max Marte, Christopher McCabe, Cody Miller, Michael Nofi, Ezra Pole, Dakota Rosasco, Ryan Smith, Niko Sorice, Anthony Viggiano, Dominick Viggiano and AJ Walker.

Mr. Delargy invited the following students to accept their awards as listed:

Lindsey Lucia ~ Girls Lacrosse All-County Honorable Mention; Alexa Kuhn ~ Girls Lacrosse All-County Honorable Mention; Alexandra Pole ~ Softball All County 2nd Team and Rookie of the Year; McKenzie Moeller ~ Girls Lacrosse All-County; Trevor Lamoureux ~ Boys Lacrosse All-County; Kylie Lamoureux ~ Girls Lacrosse All-County and Rookie of the Year; Chloe Graham ~ Softball All-County; Eva Edery ~ Track & Field All-County in Pole Vault; Dominick Carbone ~ Baseball All-County; Sean Hamilton ~ Baseball All-County and Desiderio Award Winner; Zack Loeser ~ Boys Track & Field All-County and Division High Jump Champion; Shaun Sander ~ Boys Track & Field All-County, Shot Put and Discus County Champion, Rocky Point new record holder in both events and All-County Academic; Cody Miller ~ All-Long Island, League MVP and Golden Glove Winner; Alexandra Kelly ~ Girls Track & Field County Champion in Triple Jump and High Jump, State Qualifier Champion in Triple Jump and Long Jump, 2nd in NYS Federation Long Jump, All-State, NYS Federation Champion and New Record Holder in Triple Jump and will be named All-American.

Mr. Cognitore, on behalf of the VFW and specifically Rocky Point Post 6249, presented Mrs. Stacy Iberger with the Smart / Maher VFW National Citizenship Education Teacher Award. Mr. Cognitore expressed his appreciation to Mrs. Iberger for her dedication and hard work and described her as a blessing to the Frank J. Carasiti school. He added that originally Post 6249 members were invited in to assist her class in writing letters to members of the military. It was so successful that it expanded to all of the second grade classes.

Councilwoman Jane Bonner has also been attending this event for many years and shared her appreciation for Ms. Iberger's love of her country and its veterans. She spoke about Lunch Bags of Love, the original program, and how she would rearrange her schedule to ensure that she could attend the important event. Ms. Bonner described her mighty but tiny friend as a hummingbird, managing to accomplish all that she has. Ms. Bonner announced that today was declared Stacy Iberger Day in the Town of Brookhaven.

Dr. O'Brien added that, even throughout the pandemic, Mrs. Iberger made sure that the program still took place. He thanked her for being such a positive example for the students.

Mr. Moeller congratulated Mrs. Tyanne Newcomb on her retirement. He described her as a dedicated employee, parent and colleague as well as an unsung hero who exemplified professionalism and avoided the spotlight. Mr. Moeller added that Mrs. Newcomb worked as a teacher's aide at Rocky Point beginning in 2007 at the Frank J. Carasiti school before moving to Joseph A. Edgar school where she worked for 15 years. Mrs. Newcomb worked with students with special needs with patience and a willingness to put in extra time for their extra-curricular activities. Her decision to retire was bittersweet as she will miss the students and staff as well as the friendships she has created throughout the years. She will enjoy traveling with her husband Ray in their RV, spending time with her family in the Outer Banks and Niagara Falls as well as with her grandchildren and sons, Chris and Brian. Mr. Moeller explained how Mrs. Newcomb has had a tremendous impact on both students and staff and shared that she will be greatly missed. He wished her all the best in her retirement.

Mrs Sullivan opened the floor to questions/comments regarding the agenda.

There were no questions/comments.

CONSENT AGENDA

The items listed below are presented as part of the Consent Agenda which can be adopted by the Board of Education under a single motion followed by a second and then a formal vote. On the following page the Consent Agenda items are listed in their regular order within a group. Before an actual vote is taken, any Consent Agenda item may be removed by a Board member without a formal motion or second. If this occurs, the indicated resolution will be discussed during its regular order on the agenda and voted on individually.

III-IX CONSENT AGENDA ITEMS

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that the Board of Education accepts the following agenda items as one item.

- III: Minutes – Regular Meeting May 17, 2022**
- IV Budget Transfer Summary – May 2022**
- V: Treasurer’s Reports – May 2022**
- VI: Extra-Classroom Activity Account Treasurer’s Report – May 2022**
- VII: Financial Reports – May 2022**
- VIII: Internal Claims Audit Report – May 2022**
- IX: Committees on Special Education Schedules 6-13-22-A and 6-13-22-B as recommended by the Superintendent of Schools, to arrange for appropriate services, as indicated.**

All in favor - Motion carried 5-0

X LIVE LIKE SUSIE DONATION

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the donation on behalf of the Live Like Susie Scholarship, totaling \$530.00, as follows:

BANN club’s Live Like Susie Memorial Baseball Game

All in favor - Motion carried 5-0

Mr. Casswell thanked Mr. Anzalone, Mr. Strovink and Mr. Delargy for working with Mt. Sinai to schedule and host this fundraiser for the 10th time.

Mrs. Sullivan thanked the BANN Club for their donation.

XI SOUND BEACH MUSIC SCHOLARSHIP DONATION

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the scholarship donation from Sound Beach Music Inc. in the amount of \$500.00, to be deposited to the Scholarship Account CM2016.001.

All in favor - Motion carried 5-0

XII SURPLUS EQUIPMENT

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

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

All in favor - Motion carried 5-0

**XIII RFP CONSULTANT SERVICES – STATE AID / STAC CLAIMS
PROCESSING CONTRACT EXTENSION FOR 2022-23 -
EDGEWATER CONSULTING**

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the agreement with Edgewater Consulting, LLC., for State Aid / STAC Claims Processing for the 2022-2023 fiscal year as per the attached.

All in favor - Motion carried 5-0

**XIV BID #21-03 – FOOD SERVICE REFRIGERATION REPAIR
CONTRACT EXTENSION FOR 2022-23**

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the Agreement with Pro Cold East, Inc. / dba Refrigeration Utilities for Food Service Refrigeration Repair for the 2022-23 fiscal year, at no additional cost, as per the attached.

All in favor - Motion carried 5-0

**XV BID #21-07 – SIGNAGE – MANUFACTURE AND INSTALL
CONTRACT EXTENSION FOR 2022-23**

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the Agreement with Alley Cat Signs Design Co., Inc. for Signage – Manufacture and Install for the 2022-23 fiscal year, at no additional cost, as per the attached.

All in favor - Motion carried 5-0

**XVI BID #22-01 –HS/MS CHILLER MAINTENANCE EXTENSION FOR
2022-23**

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education renews the Agreement with Carrier Corporation for the 2022-23 fiscal year at rate specified on the attached.

All in favor - Motion carried 5-0

**XVII RFP #23-01 AWARDS – EDUCATIONAL, BEHAVIORAL &
RELATED SERVICES FOR 2022-2023**

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and appoints the attached list of providers for various Special Education Services, in accordance with the scope of services submitted in response to the District's requests for proposal, as per the attached. Where multiple firms are approved for the same service, every effort will be made to assign the work to the lowest cost provider first, in accordance with the requirements of each student's IEP or 504 plan.

All in favor - Motion carried 5-0

**XVIII BID #23-01 LEXMARK OEM TONER AND SUPPLIES FOR 2022-2023
– THE OFFICE PAL AND PC UNIVERSITY**

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the of the Superintendent of Schools, the Board of Education awards Bid #23-01 Lexmark OEM Toner and Supplies to The Office Pal, the overall lowest responsible bidder meeting specifications, and awards PC University as secondary vendor, as per the attached.

All in favor - Motion carried 5-0

XIX BID #23-02 UNIFORMS – CUSTODIAL AND SECURITY FOR 2022-2023

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-02 Uniforms – Custodial and Security to Woods Mens and Boys Clothing, the overall lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XX BID #23-03 AWARD – HVAC MAINTENANCE & REPAIR FOR 2022-2023

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-03 HVAC Maintenance & Repair to Commercial Instrumentation Services, the overall lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXI AWARD RFP #R23-03 STAFFING SERVICES FOR REGISTERED NURSE SUBSTITUTES

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and appoints Health Source Group, Homecare Therapies LLC / dba Horizon Healthcare Staffing and Community Care Home Health Service for registered nurse substitute services in accordance with the scope of services submitted in response to the District's requests for proposal #R23-03 for the 2022-2023 school year.

All in favor - Motion carried 5-0

XXII BID #23-04 AWARD – PLUMBING SERVICES FOR 2022-2023

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-04 Plumbing Services to Maccarone Plumbing, Inc., the lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXIII BID #23-05 AWARD – IRRIGATION SYSTEM MAINTENANCE & REPAIR FOR 2022-2023

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-05 Irrigation System Maintenance & Repair to Watercraft Irrigation Inc., the lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXIV BID #23-06 AWARD – INTEGRATED PEST MANAGEMENT – BUG FIGHTERS ETC., INC. FOR 2022-2023

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-06 Integrated Pest Management to Bug Fighters Etc., Inc., the lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXV BID #23-07 AWARD – ASPHALT / CONCRETE PAVING & REPAIR FOR 2022-2023

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-07 Asphalt / Concrete Paving & Repair to Park Line Asphalt Maintenance, Inc., the lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXVI BID #23-08 AWARD – CESSPOOL / SEPTIC TANK / WASTE LINE / SEWER-JET SERVICES FOR 2022-2023

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-08 Cesspool/Septic Tank/Waste Line/Sewer-Jet Services to Park Line Asphalt Maintenance Inc., the lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXVII BID #23-09 DISTRICT WIDE PRINTING FOR 2022-2023

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education awards Bid #23-09 District Wide Printing to Sav-On Printing, the overall lowest responsible bidder meeting specifications, as per the attached.

All in favor - Motion carried 5-0

XXVIII TRANSPORTATION CONTRACT AWARD (2022-2027)

Upon a motion made by Susan Sullivan, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that following a transportation Request for Proposals (RFP) dated May 9, 2022, and after a thorough review of the proposal in accordance with the mandated criteria, the Board of Education approves the award of pupil transportation contracts for:

- (1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) with Contractor providing fuel;
 - (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger) air conditioned vehicles & under, including lifts & Driver attendants with Contractor providing fuel;
 - (3) Contract Field Trips with Contractor providing fuel;
 - (4) Athletic Trips with Contractor providing fuel;
 - (5) Summer Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus & 20-30 passenger van) air conditioned vehicles & under including lifts & Driver attendants with Contractor providing fuel;
- to First Student Inc., as per the terms of the District's RFP and subsequent addendum; and

BE IT FURTHER RESOLVED, that in accordance with the requirements for a multi-year contract, a separate line item will be included in the annual budget and budget notice/brochure with an appropriate footnote to indicate the specific year of the multi-year contract; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Education authorizes the Superintendent of Schools and the President of the Board of Education to sign and execute the New York State Transportation Contracts and addendum with First Student Inc. on behalf of the Board of Education in conformance with this Resolution.

All in favor - Motion carried 5-0

XXIX CHANGE ORDER NO. 1 – 2020 FIRE ALARM REPLACEMENT SED # 58-02-09-02-0-005-032 (HS/MS) CONTRACT #1 FIRE ALARM REPLACEMENT – PALACE ELECTRICAL CONTRACTORS

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the attached change order for a credit in the amount of \$20,568.03, pertaining to the 2020 Fire Alarm Replacement, Contract #1 – Fire Alarm Replacement (Palace Electrical Contractors), as attached.

All in favor - Motion carried 5-0

XXX EQUIPMENT MUNICIPAL LEASE PURCHASE CONTRACT RFP EXTENSION – YEAR 2 FOR 2022-23 – JP MORGAN

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education renew the agreement with JP Morgan Chase Bank, N.A., for Equipment Municipal Lease Purchase – Year 2 for the 2022-23 fiscal year, as per the attached.

All in favor - Motion carried 5-0

XXXI EQUIPMENT MUNICIPAL LEASE PURCHASE

Upon a motion made by Susan Sullivan, and seconded by Erin Walsh, the following resolution was offered:

Resolution of the rocky point union free school district, in the county of Suffolk, New York (the “School District”) authorizing one or more installment purchase contracts with Jp Morgan Chase Bank, N.A. or its wholly-owned subsidiary or affiliate and making certain other determinations in connection therewith.

WHEREAS, the Board of Education of the Rocky Point Union Free School District, in the County of Suffolk, New York (the “School District”) has heretofore determined to acquire certain vehicles and equipment from time to time for use by the District; and

WHEREAS, the School District has heretofore determined that the most economical and efficient means of acquiring said vehicles and equipment is pursuant to a lease purchase or installment purchase of the equipment; and

WHEREAS, the District solicited proposals from various financial institutions for the financing of said vehicles and equipment anticipated to be acquired by the District during the 2021-2022, 2022-2023 and 2023-2024 fiscal years; and

WHEREAS, following the review of proposals received by the School District, the Board of Education adopted a resolution on February 8, 2021 accepting the proposal of JPMorgan Chase Bank, N.A. (“JPMorgan”); which represented the proposal that was most responsive to the requirements of the District’s solicitation; and

WHEREAS, on May 17, 2022, a majority of the voters of the School District voting at the Annual District Meeting and Election approved the acquisition and financing of certain vehicles and equipment during the District’s 2022-2023 fiscal year; and

WHEREAS, the Board of Education is now required to authorize one or more installment purchase contracts to finance the cost of acquiring said vehicles and equipment during the 2022-2023 fiscal year and to set the final terms related thereto, such terms to be determined in accordance with the provisions set forth in the JPMorgan proposal.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT, IN THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by a majority vote of all the members of said Board) AS FOLLOWS:

Section 1. The President of the Board of Education, the Vice President of the Board of Education, the Superintendent of Schools, the Assistant Superintendent for Business and/or District Treasurer (collectively the “Authorized Representatives” and individually, the “Authorized Representative”), acting on behalf of the School District and with the advice of counsel, are hereby authorized to negotiate, enter into, execute, and deliver one or more lease purchase agreements (the “Equipment Lease”) with JP Morgan Chase Bank, N.A., or its wholly-owned subsidiary or affiliate (the “Lessor”). The Authorized Representatives are hereby further authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements), as the Authorized Representatives deem necessary and appropriate with the advice of counsel. All other related contracts, riders, certificates, schedules, amendments and agreements necessary and incidental to the Equipment Lease are hereby authorized, and such documents shall be filed in the office of the District Clerk and made available for public inspection.

Section 2. The aggregate original principal amount of the Equipment Lease shall not exceed \$274,000 and shall bear interest and mature as set forth in the Equipment Lease.

Section 3. The School District’s obligations under the Equipment Lease shall be subject to annual appropriation or renewal by the Board of Education of the School District as set forth in each Equipment Lease and the School District’s obligations under the Equipment Lease shall not constitute a general obligation of the School District or indebtedness under the Constitution or laws of the State of New York.

Section 4. The Authorized Representatives are hereby authorized to take any and all other actions necessary in connection with the Agreement, the Equipment Lease, and all matters related thereto.

Section 5. This resolution shall take effect immediately.

All in favor - Motion carried 5-0

**XXXII LONG ISLAND NUTRITION DIRECTORS
 COOPERATIVE BID – 2022-2023 PARTICIPATION**

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the resolution to participate in the Long Island Nutrition Directors Cooperative Bid for the 2022-2023 fiscal year, as attached.

All in favor - Motion carried 5-0

XXXIII SPECIAL EDUCATION 2022-23 CONTRACT – NYSARC INC. – SUFFOLK (AHRC)

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

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 NYSARC Inc. – Suffolk (AHRC) for special education instructional services for the 2022-2023 school year as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

All in favor - Motion carried 5-0

XXXIV SPECIAL EDUCATION 2022-23 CONTRACT – HARMONY HEIGHTS

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

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.

All in favor - Motion carried 5-0

XXXV 2021-22 HEALTH SERVICES CONTRACT – THREE VILLAGE CENTRAL SCHOOL DISTRICT & RIVERHEAD CENTRAL SCHOOL DISTRICT

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education authorizes the President of the Board of Education and the Superintendent of Schools to enter into an agreement for health services for the 2021-22 school year with the following district:

Three Village Central School District
Riverhead Central School District

All in favor - Motion carried 5-0

XXXVI TERRACES ON THE SOUND PROPERTY ASSOCIATION PRIVATE ROAD TRANSPORTATION AGREEMENT 2022-2023

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, that the Board of Education authorizes the Assistant Superintendent for Business to enter into an Agreement with Terraces on the Sound Property Association for District pupil transportation services on private roads within the community, as per the attached.

All in favor - Motion carried 5-0

XXXVII NORTH SHORE YOUTH COUNCIL PROPOSAL FOR COUNSELING SERVICES FOR 2022-23

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

WHEREAS, the United States federal government enacted the American Rescue Plan (ARP) of 2021, Public Law 117-2 on March 11, 2021;

WHEREAS, the ARP provides financial assistance to States and school districts to sustain the safe operation of schools and address the impact of the coronavirus pandemic to the nation's students;

WHEREAS, the District has developed a multi-year plan reflecting initiatives in accordance with the requirements of ARP which includes the need to provide evidence-based strategies to address students' social, emotional, mental health and academic needs;

WHEREAS, the District has utilized North Shore Youth Council, a provider of said services, and it is desirous to continue this agreement with this vendor;

RESOLVED, based upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the attached proposal from the North Shore Youth Council to provide student counseling & support services; and

BE IT FURTHER RESOLVED, the proposal will be funded by the ARP and can be terminated by either party.

All in favor - Motion carried 5-0

XXXVIII EDUCATION ELEMENTS STRATEGIC PLANNING SERVICES

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

WHEREAS, the United States federal government enacted the American Rescue Plan (ARP) of 2021, Public Law 117-2 on March 11, 2021;

WHEREAS, the ARP provides financial assistance to States and school districts to sustain the operation and to address the impact of the coronavirus pandemic on the nation's students;

WHEREAS, the District has developed a multi-year plan reflecting initiatives in accordance with the requirements of the ARP;

RESOLVED, based upon the recommendation of the Superintendent of Schools, the Board of Education hereby approves the attached proposal from Education Elements to provide consultation for long range planning inclusive of implementing and effective 9-period instructional program at the secondary level beginning in the 2023-24 school year; and

BE IT FURTHER RESOLVED, the proposal will be fully funded by the ARP through a cross contract with Erie 2 BOCES.

All in favor - Motion carried 5-0

XXIX INDEPENDENT AUDIT REPORT AND CORRECTIVE ACTION PLAN

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the following audit report as completed by the Internal Auditing firm, Nawrocki Smith, LLC.

- *Annual Risk Assessment Update Pertaining to the Internal Controls of District Operations; December 2021.*

BE IT FURTHER RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education accepts the attached Corrective Action Plans as prepared by the Business Office in response to the audit reports listed above. As required under Section 170.12 of the Regulations of the Commissioner of Education, said audit reports and related Corrective Action Plans will be submitted to the New York State Education Department, Office of Audit Services.

All in favor - Motion carried 5-0

XL 2022-2023 OMNI RENEWAL SERVICES AGREEMENT

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

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 Omni Group Renewal Services Agreement for the 2022-2023 school year, at the rate of \$35.00 per participant account.

All in favor - Motion carried 5-0

XLI AGREEMENT BETWEEN THE BOARD OF EDUCATION AND MAUREEN BRANAGAN, CONFIDENTIAL SCHOOL LUNCH MANAGER

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

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 corresponding Employment Agreement between the District and Maureen Branagan, Confidential Director of Child Nutrition, in the form and upon the terms and conditions approved by the Board of Education, as attached hereto.

All in favor - Motion carried 5-0

XLII MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE ROCKY POINT TEACHERS' ASSOCIATION – SICK TIME DONATION

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

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 a Memorandum of Agreement between the District and the Rocky Point Teachers' Association for the purpose of two teachers making a one-time donation of five sick days each to another teacher in the association during the 2021-2022 school year.

All in favor - Motion carried 5-0

XLIII AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT AND THE ROCKY POINT TEACHERS' ASSOCIATION – TEACHING ASSISTANTS

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, the following resolution was offered:

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 Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Teachers' Association for the purpose of placement of certain Certified Teaching Assistants on the "Teacher Assistants" salary schedule.

All in favor - Motion carried 5-0

XLIV AGREEMENT BETWEEN THE ROCKY POINT UNION FREE SCHOOL DISTRICT BOARD OF EDUCATION AND THE ROCKY POINT TEACHERS' ASSOCIATION – AP INSTITUTE

Upon a motion made by Michael Lisa, and seconded by Ed Casswell, the following resolution was offered:

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 Agreement between the District and the Rocky Point Teachers' Association for the purpose of providing compensation to three select teachers who attend the AP Institute during summer 2022.

All in favor - Motion carried 5-0

XLV REGULAR MONTHLY MEETINGS - REVISED

Upon a motion made by Ed Casswell, and seconded by Jessica Ward, the following resolution was offered:

BE IT RESOLVED, that the 2022-2023 Organizational Meeting / Regular Meeting, previously scheduled for July 7, 2022, has been moved to July 13, 2022.

Motion carried 4-1

Jessica Ward opposed

XLVI PERSONNEL

Upon a motion made by Jessica Ward, and seconded by Erin Walsh, the following resolution was offered:

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

All in favor - Motion carried 5-0

XLVI NEW BUSINESS

Mrs. Sullivan inquired of the trustees if there was any new business they wished to discuss.

There was no new business.

Mrs. Sullivan congratulated the following employees on their appointments:

- Dr. Courtney Herbert – Middle School Assistant Principal
- Ms. Nicole Pletka – FJC Assistant Principal
- Mr. Benjamin Paquette – JAE Assistant Principal
- Ms. Erica Dugan – Spanish Teacher
- Ms. Lauren Verderosa – FACS Teacher
- Ms. Gabriela Jordan – Leave of Absence ENL Teacher

Mrs. Sullivan once again opened the floor to questions/comments.

- Mr. Hall spoke of the recent shootings and inquired what future improvements are being explored by the District. Dr. O'Brien shared that parental input is always welcomed at the Safety Committee meetings which are listed on the District calendar. He added that the review and amendment of security protocols are fluid and are always looking to be improved.
- Mr. Ford asked if the JAE school was set to change to a single point of entry location as the other schools have recently. Dr. O'Brien explained that at JAE there are (2) points of entry, one at the back of the school and one at the front, that are supported by security, teachers, staff and building administration.
- Ms. Villafane made a donation of books and inquired if it required Board of Education approval. Mrs. Sullivan confirmed that it does and would be on the following month's agenda. Ms. Villafane also requested information on specific Pride month activities. Dr. O'Brien confirmed that there were several events scheduled. He also thanked her for the book donation.

- Mr. Cohn asked for clarity if the 9-period day was a definite plan or if it was still being considered. Mrs. Sullivan advised that they are moving forward with the planning to have a 9-period day begin in September of 2023. Mr. Cohn also shared concerns with the lack of context provided in the survey sent to the community in regards to the 9-period day. Dr. O'Brien explained that community input is important and that the initial survey was one of many as they go through the several stages of planning. They received valuable feedback to be used throughout the process.
- Ms. Cisneros asked what parents can do to limit accessibility to specific information on students' chromebooks. Mrs. Sullivan directed her to share her concerns with the building Principal as a first step.
- Miss Villafane commented on the specifically mentioned information being a google link and not a School provided link.
- Mister Palifka confirmed that the information is part of the google browser and not a School supplied link.

There were no further questions/comments.

XLVII ADJOURNMENT

At 8:19 p.m. a motion was made by Jessica Ward, and approved by Ed Casswell, to adjourn the meeting.

All in favor - Motion carried 5-0

Respectfully submitted,

Kelly White
District Clerk

MINUTES
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. The meeting was called to order at 6:03 p.m. in the high school auditorium.
- b. Edward Casswell
Michael Lisa
Susan Sullivan
Erin Walsh
Jessica Ward
Scott O'Brien, Ed.D., Superintendent of Schools
Susann Crossan, Assistant Superintendent
Kelly White, District Clerk

Absent: Christopher Van Cott, Assistant Superintendent for Business

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

At 6:04 p.m. a motion was made by Jessica Ward, and seconded by Michael Lisa, to go into Executive Session to discuss specific personnel and contractual issues.

All in favor – Motion carried 5-0

The Board returned to public session at 7:04 p.m.

- c. Pledge of Allegiance to the Flag

III. ELECTION OF OFFICERS

- a. **ELECTION OF THE PRESIDENT OF THE BOARD**
(Ed. Law 1701, 2504, 2563)

The district clerk asked for nominations for the office of president of the Board of Education. Michael Lisa nominated, and Erin Walsh seconded, Jessica Ward for the office of president of the Board of Education. With no further nominations for the office of president, a roll call vote was taken for Jessica Ward as Board of Education president.

All in favor - Motion carried 5-0

The oath of office was administered to Ms. Ward by Kelly White, district clerk.

Chair relinquished by the district clerk to President Ward.

b. ELECTION OF VICE PRESIDENT OF THE BOARD

President Ward requested nominations for the office of vice president of the Board of Education. Erin Walsh nominated, and Jessica Ward seconded, Michael Lisa for the office of vice president of the Board of Education. With no further nominations for the office of vice president, a roll call vote was taken for Michael Lisa as Board of Education vice president.

All in favor - Motion carried 5-0

The oath of office was administered to Mr. Lisa by Kelly White, district clerk.

Upon a motion made by Erin Walsh, and seconded by Michael Lisa, items **IV – VIII AD.** were combined and approved as presented.

All in favor – Motion carried 5-0

IV. ANNUAL APPOINTMENTS

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

V. DESIGNATIONS

A. OFFICIAL BANK DEPOSITORY - ALL FUNDS

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

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

B. REGULAR MONTHLY MEETINGS

(Ed. Law 1708 (quarterly), 2504)

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 |

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

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.

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

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.

VI. OTHER APPOINTMENTS

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

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)

B. APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

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.

C. SURROGATE PARENT:

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

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)

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.

VII. AUTHORIZATIONS

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

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.

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

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.

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

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

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

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.

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

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.

F. AUTHORIZATION FOR USE OF CHECK SIGNER

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.

G. AUTHORIZATION TO INVEST DISTRICT FUNDS

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).

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

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.

VIII. OTHER ITEMS

A. BONDING OF EMPLOYEES AND SCHOOL BOARD MEMBERS

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.

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

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.

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

D. ESTABLISH THE SUBSTITUTE RATE OF PAY SCHEDULE

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

E. ROCKY POINT SCHOOL DISTRICT SAFETY PLAN

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.

F. ADOPTION OF PURCHASING MANUAL

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

G. OPENING/CLOSING OF DISTRICT BANK ACCOUNTS

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.

H. STUDENT ACTIVITY CONTRACTS

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.

I. ADOPTION OF AUDIT COMMITTEE CHARTER

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.

J. AUTHORIZATION – SCHOOL BOARD MEMBERSHIP DUES

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
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K. RESOLUTION IN OPPOSITION TO FIELD TESTING

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.

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

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.

M. 2023-2024 BUDGET DEVELOPMENT CALENDAR

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

AD. PERSONNEL

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

AE. NEW BUSINESS

Ms. Ward inquired of the trustees if there was any new business they wished to discuss.

There was no new business at this time.

AF. EXECUTIVE SESSION

At 7:08 p.m. a motion was made by Michael Lisa, and seconded by Erin Walsh, to go into executive session to discuss legal and personnel matters.

All in favor - Motion carried 5-0

The Board returned to Open Session at 7:53 p.m.

AG. ADJOURNMENT

At 7:53 p.m. a motion was made by Susan Sullivan, and seconded by Michael Lisa, to adjourn the meeting.

All in favor - Motion carried 5-0

Respectfully submitted,

Kelly White
District Clerk

1569

ROCKY POINT PTA

1-2/210

DATE 6/23/20

PAY TO THE ORDER OF Rocky Point Schools

\$ 300 ⁰⁰/₁₀₀

three hundred

DOLLARS  Security Features
Detailed on Back

CHASE 
JPMorgan Chase Bank, N.A.
www.Chase.com

FOR flowers for graduation

Natalie Cea

MP

Center Moriches Union Free School District

BOARD OF EDUCATION
George Maxwell, *President*
Danielle Dench, *Vice President*
Marcus Babzien
Robyn Rayburn
Lauren Slionski

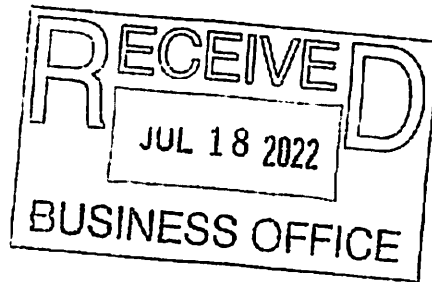
Jeannine Barr
District Clerk
Diane M. Smith
Treasurer

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

Dr. Ronald M. Mascra
Superintendent of Schools

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

Ms. Keri Loughlin
Assistant Superintendent for Business



July 13, 2022

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

Dear Mr. Van Cott:

Enclosed please find two (2) signed copies of the Summer Instruction Contract that was approved at the July 6th, Board of Education Meeting. Please sign both copies, retain one (1) for your records, and return one to the District business office.

Thank you and feel free to contact us if you have any questions.

Very truly yours,

Keri Loughlin
Assistant Superintendent for Business

/jm
Attachment

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
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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

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.

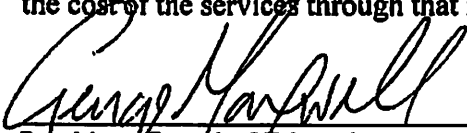
OT, PT and speech therapy services (if necessary) are in addition to the tuition and will be billed separately and directly by the contractor to the party of the second part and paid by the party of the second part directly to the contractor.

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

Miller Place Union Free School District

7 Memorial Drive, Miller Place, New York 11764-2036

Telephone: (631) 474-2700 Fax: (631) 474-0686

Superintendent of Schools

Seth A. Lipshie

Assistant Superintendent

Susan G. Craddock

Executive Director for

Educational Services

Sandra A. Wojnowski

School Business Official

Colleen V. Card

Director of Human Resources

Christopher J. Herrschaft

Board of Education

Lisa Reitan, President

Bryan Makarius, Vice President

Keith Frank, Trustee

Andra Spaniolas, Trustee

Johanna Testa, Trustee

July 14, 2022

Rocky Point School District

Director of Special Education

90 Rocky Point-Yaphank Road

Rocky Point, NY 11778

To Whom It May Concern,

Enclosed please find (4) original signed copies of the contract between the Miller Place School District and Rocky Point School District regarding students #600042017 school year program from Sept. 1, 2022- June 30, 2023. Please have all four (4) copies signed and return two (3) back to the Miller Place School District.

Sincerely,



Sandra Wojnowski

Executive Director of Educational Services

**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 1st day of July 2022, by and between the Board of Education of the Rocky Point Union Free School District (hereinafter "RECEIVING DISTRICT"), HAVING ITS PRINCIPAL PLACE OF BUSINESS FOR THE PURPOSES OF THIS Agreement at 90 Rocky Point-Yaphank Road, Rocky Point, NY 11778 and the Board of Education of the MILLER PLACE UNION FREE SCHOOL DISTRICT (hereinafter "SENDING DISTRICT"), having its principal place of business for the purpose of this Agreement at 7 Memorial Drive, Miller Place, NY 11764.

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 RECEIVING DISTRICT is an education corporation chartered by the New York State Board of Regents, operating a school program 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 RECEIVING DISTRICT 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 September 1, 2022 through June 23, 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 RECEIVING DISTRICT 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 RECEIVING 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.**
3. **The SENDING DISTRICT agrees to defend, indemnify and hold harmless the RECEIVING 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 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 RECEIVING DISTRICT shall provide the services as set forth in each student's Individualized Education Program (IEP), excluding any and all transportation services, to those students specified in the attached Schedule A.
 - a. **The SENDING DISTRICT shall obtain and provide to the RECEIVING DISTRICT such releases, prescriptions and/or other legal documents as necessary for the RECEIVING DISTRICT to provide such services and to fulfill its obligations under this Agreement.**
 - b. **The SENDING DISTRICT shall provide prompt written notice to the RECEIVING DISTRICT of any modifications of the student's IEP.****
2. **The SENDING DISTRICT is responsible for OT, PT and speech therapy as set forth in the student's IEP. These related services are in addition to the tuition and will be billed separately and directly by the contractor to the SENDING DISTRICT and paid by the SENDING DISTRICT directly to the contractor.**
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 SENDING DISTRICT shall give written notice to the RECEIVING DISTRICT if a student(s) is to be added or deleted from the Confidential Schedule A. Such notice shall be given at least thirty days in advance or as soon as the SENDING DISTRICT becomes aware of the student terminating attendance in the RECEIVING DISTRICT's program. In the event that a student(s) is/are deleted during the term of this Agreement, the payment amount owed by the SENDING DISTRICT is to remain forthcoming for the**

balance of the semester during which the student is withdrawn.

5. 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.
6. The RECEIVING DISTRICT 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 RECEIVING DISTRICT in connection with this Agreement, and upon request shall be entitled to copies of the same.
7. 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.
8. 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 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.
9. The RECEIVING DISTRICT 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 RECEIVING DISTRICT 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.
10. The SENDING DISTRICT shall obtain releases or other legal documents necessary for the RECEIVING DISTRICT to render full and complete reports concerning the education and progress of the student(s) covered by the terms of this Agreement. The RECEIVING DISTRICT 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.

11. The RECEIVING DISTRICT 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 RECEIVING DISTRICT of such meetings.
12. The RECEIVING DISTRICT 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.
13. 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 RECEIVING DISTRICT shall promptly give written notice of same to the SENDING DISTRICT.

D. COMPENSATION

1. The RECEIVING DISTRICT shall be entitled to recover tuition from the SENDING DISTRICT for each student receiving services pursuant to this Agreement. The tuition rate shall not exceed the actual net cost of educating such student. If the accounting records of the RECEIVING DISTRICT are not maintained in a manner which would indicate the net cost of educating such student, the tuition rate shall be determined in accordance with the formulas set forth in Part 174 of the Regulations of the Commissioner of Education (the "Commissioner's Tuition Rate"). The parties understand that the Commissioner's Tuition Rate is subject to change by the State Education Department in accordance with Part 174 of the Regulations of the Commissioner of Education. 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. Special Education Rates as per the most current NRT EST State Report:

10-Month 2021-2022 Program	Full Day K-6 SWD	\$38,174
10-Month 2021-2022 Program	Full Day 7-12 SWD	\$33,610

Rates are per student

2. Requests for payment by the RECEIVING DISTRICT 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 RECEIVING DISTRICT within thirty (30) days of receipt of each invoice by the SENDING DISTRICT.

E. INSURANCE

1. The RECEIVING DISTRICT, 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 RECEIVING DISTRICT 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 RECEIVING DISTRICT in connection with the performance of the RECEIVING DISTRICT'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 RECEIVING DISTRICT shall notify the SENDING DISTRICT in writing within thirty (30) days of such cancellation or non-renewal.
4. Upon request, the RECEIVING DISTRICT shall supply the SENDING DISTRICT with a copy of said policy/policies.

F. TERMINATION

1. Either the SENDING DISTRICT or the RECEIVING DISTRICT 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 RECEIVING DISTRICT 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.
4. In the event the SENDING DISTRICT's CSE changes the student's program or placement recommendation, the RECEIVING DISTRICT shall be entitled to the tuition due through

the end of the semester during which the subject change was effected.

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: Miller Place School District
7 Memorial Drive
Miller Place, New York 11764
Attn: Executive Director for Educational Services

To the RECEIVING DISTRICT: Rocky Point Union Free School District
90 Rocky Point-Yaphank Road
Rocky Point, New York 11778
Attn: Executive Director of PPS

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.

MILLER PLACE UFSD

By: *Risa Peltan*
President Board of Education

Date: July 6, 2022

ROCKY POINT UFSD

By: _____
President Board of Education

Date: _____

Confidential Schedule A

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

Name of Student(s)	Date of Birth

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

_____ Rocky Point UFSD _____ (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 Miller Place 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: Rocky Point UFSD

BY: _____

DATED: _____

~~Susan Y. Sullivan~~, BOE President
Jessica Ward

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

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).

(Continued)

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

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: 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

**AGREEMENT Between the
BOARD OF EDUCATION OF THE
ROCKY POINT UNION FREE SCHOOL DISTRICT
And
ROCKY POINT TEACHERS' ASSOCIATION**

This Agreement shall constitute a modification to the Collective Bargaining Agreement, dated July 1, 2020, through June 30, 2026. Except as set forth below, all other provisions of the Collective Bargaining Agreement shall remain unchanged.

The parties hereby agree that Appendix B Group 4A of the Collective Bargaining Agreement shall be amended by adding three new clubs as follows:

4: Middle School/High School Clubs and Activities GROUP A	2020-21	2021-22	2022-23
National Science Honor Society – HS	N/A	N/A	1274
Varsity Choir – HS	N/A	N/A	1274

6: FJC Clubs	2020-21	2021-22	2022-23
Get Movin' at FJC	N/A	N/A	1274

Dated: July 28, 2022

Dated: July 28, 2022

BOARD OF EDUCATION OF THE ROCKY POINT
UNION FREE SCHOOL DISTRICT

ROCKY POINT
TEACHERS ASSOCIATION

By: _____
Jessica Ward, President

By: _____
Stacy Iberger, President

**MODIFICATION TO THE EMPLOYMENT AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT
AND SUSANN CROSSAN**

AGREEMENT, made as of the 28th day of July 2022, by and between the Board of Education of the Rocky Point Union Free School District, Suffolk County, New York (hereinafter the “Board”), and Susann Crossan, Assistant Superintendent of Schools (“Assistant Superintendent”)

WHEREAS, the Board and Mrs. Crossan entered into an employment agreement, dated June 17, 2019 and subsequently amended on December 14, 2020 and December 13, 2021, employing Susann Crossan, as Assistant Superintendent; and

WHEREAS, the parties wish to further modify the Agreement by amending certain terms set forth in the Agreement;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound thereby, the parties agree to modify the Agreement as follows:

1. Susann Crossan shall retire (by way of formal application to the NYSTRS) from the District effective July 30, 2022 (last day worked July, 29, 2022). Crossan shall be afforded the benefits set forth in the retirement incentive dated June 17, 2019 and subsequently amended on December 14, 2020 and December 13, 2021.
2. The District hereby agrees that this Agreement constitutes a one-year agreement contract (effective August 2, 2022) for the 2022-23 school year providing for full-time service.
3. All terms and conditions of the employment agreement, dated June 17, 2019 and subsequently amended on December 14, 2020 and December 13, 2021, between the Board of Education of the Rocky Point Union Free School District and Susann Crossan, Assistant Superintendent of Schools will remain in place and will be adhered to, except sick days, personal days, and vacation days for the 2022-23 school year shall not be eligible for carryover from year to year and will not be allowed to be cashed out or subject to payout.
4. In the event that NYS elects to extend Section 211 subdivision 9 of the Retirement and Social Security Law the District shall have the ability to offer, in its sole discretion, to extend the terms and the benefits set forth herein beyond the 2022-23 school year.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed as of the day and year first set forth above.

**BOARD OF EDUCATION OF
THE ROCKY POINT UFSD**

By: _____

Jessica Ward, President

Susann Crossan, Assistant Superintendent of Schools

Witness:

Kelly White, District Clerk, RPUFSD

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022

7/28/2022 Schedule-A Classified Staff

Last	First	Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments
Calore	Rani	Food Service Worker	DW	Hourly, Step 0	7/28/2022	15.00	8/31/2022	Part-time (5 days per week, 4 hours per day) ten-month conditional contractual appointment. Replaces K. Viscusi
Fischetti	Patricia	School Lunch Monitor	JAE	N/A	7/28/2022	N/A	8/5/2022	Resignation for personal reasons

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022

7/28/2022 Schedule-B Certified Staff

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Friedman	Brooke	Special Education Teacher	FJC	Annual, M Step 1	7/28/2022	58,198	8/31/2022	Full-time, ten-month probationary appointment commencing 8/31/2022 through 8/30/2026. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Friedman must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Friedman receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. Replaces C. Pipia. Effective 8/31/2022
Proffit	Alexa	Elementary Teacher	FJC	Annual, M Step 1	7/28/2022	58,198	8/31/2022	Full-time, ten-month probationary appointment commencing 8/31/2022 through 8/30/2026. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Proffit must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Proffit receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. New position. Effective 8/31/2022
DeVito	Anthony	Elementary Teacher	FJC	Annual, M Step 1	7/28/2022	58,198	8/31/2022	Regular substitute appointment from 8/31/2022 through 6/30/2023. Replaces D. Donadoni
Reh	Brittany	Elementary Teacher	JAE	Annual, M Step 1	7/28/2022	58,198	8/31/2022	Full-time, ten-month probationary appointment commencing 8/31/2022 through 8/30/2026. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Reh must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Reh receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. New position. Effective 8/31/2022
Verderosa	Lauren	FACS Teacher	MS	N/A	7/28/2022	N/A	8/31/2022	Amended probationary period commencing 8/31/22 and ending 8/30/2025.
Crossan	Susann	Assistant Superintendent	DO	N/A	7/28/2022	N/A	7/30/2022	Resignation for the purpose of retirement

Crossan	Susann	Assistant Superintendent	DO	Annual	7/28/2022	As per agreement	8/2/2022	Full-Time appointment as Assistant Superintendent beginning 8/2/2022 and ending 6/30/2023. As per agreement/contract.
Rufa	Jonathon	Director of Health, PE, Athletics and Intramurals	DW	Annual, Step 10	7/28/2022	158,043	8/8/2022	Full-time twelve-month probationary appointment commencing 8/8/2022 and ending 8/7/2026. Replaces C. Delargy. Salary pro-rated.
Jordan	Gabriela	ENL Teacher	HS	Annual, M Step 1	7/28/2022	58,198	8/31/2022	Amended rate and salary

**Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022**

7/28/2022 Schedule-C Non-Teaching Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Hamilton	Sean	Substitute Guard	DW	Hourly	7/28/2022	18.30	8/1/2022	2022-2023 school year
Danseglio	Vincent	Substitute Guard	DW	Hourly	7/28/2022	18.30	7/1/2022	2022-2023 school year
Christian	Brian	Substitute Guard	DW	Hourly	7/28/2022	18.30	7/1/2022	2022-2023 school year
Watson	Robin	Substitute Clerical	DW	Hourly	7/28/2022	15.00	7/1/2022	2022-2023 school year
deGroot	Charlene	Substitute Nurse	DW	Hourly	7/28/2022	28.00	7/1/2022	2022-2023 school year

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022

7/28/2022 Schedule-D Teaching/Certified Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
None								

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022

7/13/2022 Schedule-E Co-Curricular Positions 2022/2023

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Gordan	Jennifer	6th Grade Advisor	MS	Annual	7/28/2022	2,124	7/1/2022	2022-2023 school year
Bennett-Rosman	Alexa	Varsity Asst. Cheerleading--Fall (Year 8)	DW	Annual	7/28/2022	5,385	7/1/2022	Coaching appointment 2022-2023 school year
Ferrera	Samantha	JV Cheerleading--Fall (Year 1)	DW	Annual	7/28/2022	4,676	7/1/2022	Coaching appointment 2022-2023 school year
Bryan	Kayly	Varsity Asst Field Hockey (Year 1)	DW	Annual	7/28/2022	4,817	7/1/2022	Coaching appointment 2022-2023 school year
Luschinger	Hannah	MS Field Hockey (Year 2)	DW	Annual	7/28/2022	3,966	7/1/2022	Coaching appointment 2022-2023 school year
Lynch	Reagan	Volunteer - Field Hockey	DW	N/A	7/28/2022	N/A	7/1/2022	Coaching appointment 2022-2023 school year
Gorman	William	Volunteer - Cheer	DW	N/A	7/28/2022	N/A	7/1/2022	Coaching appointment 2022-2023 school year
Flinter	Emilyann	Volunteer - Cheer	DW	N/A	7/28/2022	N/A	7/1/2022	Coaching appointment 2022-2023 school year
Luglio	Gerald	Athletic Trainer	DW	Annual	7/28/2022	30,474	8/1/2022	Appointment for 2022-2023 school year.

Rocky Point UFSD
Personnel Schedule for Board of Education Approval - 7/28/2022

7/28/2022 Schedule-F Community Education

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Curtin	Grace	Girls Lacrosse	DW	Hourly	7/28/2022	15.00	7/18/2022	2022-2023 school year
Bittner	Katie	Field Hockey	DW	Hourly	7/28/2022	50.00	7/1/2022	2022-2023 school year
Smith	Leela	Girls Basketball	DW	Hourly	7/28/2022	15.00	7/25/2022	2022-2023 school year