<u>A G E N D A</u> Annual Organizational Meeting and July 2019 Regular Business Meeting Rocky Point Schools - Board of Education July 11, 2019

I. OPENING OF MEETING BY DISTRICT CLERK

a. Meeting called to order: Time______
b. Gregory Amendola
Sean Callahan
Edward Casswell
Susan Sullivan
Jessica Ward
Scott O'Brien, Ed.D., Superintendent of Schools
Susann Crossan, Assistant Superintendent
Gregory Hilton, School Business Official
Kelly White, District Clerk
c. Pledge of Allegiance to the Flag

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

III. ELECTION OF OFFICERS

a. ELECTION OF THE PRESIDENT OF THE BOARD

(Ed. Law 1701, 2504, 2563)

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

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

4. The President becomes the Chairperson of the meeting.

b. ELECTION OF VICE PRESIDENT OF THE BOARD

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

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

IV. ANNUAL APPOINTMENTS

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

BE IT RESOLVED, that the Board of Education make the following appointments for the 2019-2020 fiscal year at the annual expense indicated below:

		OFFICERS	
ITEM	POSITION	NAME	ANNUAL EXPENSE
1	District Clerk	Kelly White	\$16,538 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	\$18,600 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	\$7,613 per year
8	External Auditors	R.S. Abrams & Co.	\$31,200 per year
9	Internal Auditor	Nawrocki Smith, LLP	\$18,000 per year
10	General/Labor Counsel	Kevin Seaman, Esq.	Yearly retainer fee: \$25,000. Per hour fee of \$200.00 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, Hayley Queller, MD, Danielle DeGiorgio, DO, and Brett Silverman, MD, of the St. Charles Hospital ThinkSMART Concussion Management Program	As per contracts – Rocky Point Medical Care; ThinkSMART Concussion Management Program at no cost to district
13	Purchasing Agent	Debra Hoffman	\$28,508 per year
14	Deputy Purchasing Agent	Gregory Hilton	No additional compensation beyond contractual wages
15	Audit Committee Members	Gregory Amendola, Edward Casswell, Susan Sullivan, Jessica Ward, Sean Callahan	N/A

16	Incarcerated Youth/Designated Educational Official	Susan Wilson	No additional compensation beyond contractual wages
17	Homeless and Foster Children and Youth	Jennifer Zaffino, Coordinator Amy Canzanella, Liaison	As per BOE appointment
18	FERPA Officer	Susan Wilson	No additional compensation beyond contractual wages
19	Medicaid Compliance Officer	Susann Crossan	No additional compensation beyond contractual wages
20	Section 504 Coordinators	TBD (RPHS), James Moeller (RPMS), Linda Murphy (JAE), Dr. Virginia Gibbons (FJC), Kristen White (District)	No additional compensation beyond contractual wages
21	Title IX Coordinators / Complaint Officers	Susan Wilson, Susann Crossan, Gregory Hilton, 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	Gregory Hilton	No additional compensation beyond contractual wages
24	Records Access Officer	Gregory Hilton	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

		TBD (RPHS); James Moeller (RPMS); Linda	No additional
32	Attendance Officers	Murphy (JAE); Dr.	compensation beyond
		Virginia Gibbons (FJC)	contractual wages
		TBD (RPHS); Michael	
		Gabriel (RPHS); Jonathan	
		Hart (RPHS); James	
		Moeller (RPMS); Dawn	
		Meyers (RPMS);Linda	No additional
33	Dignity Act Coordinators	Murphy (JAE); Dr.	compensation beyond
		Courtney Herbert (JAE);	contractual wages
		Dr. Virginia Gibbons	
		(FJC); TBD (FJC); Susann	
		Crossan (District-wide)	
			No additional
34	Certifier of Payrolls	Dr. Scott O'Brien	compensation beyond
			contractual wages
			No additional
35	Chief Privacy Officer	Susan Wilson	compensation beyond
			contractual wages
			No additional
36	Data Protection Officer	Susan Wilson	compensation beyond
			contractual wages
25	Residence Determination	0 11/1	No additional
35	Designee	Susan Wilson	compensation beyond
			contractual wages
26	Neglected/DelinquentTransition	0 11/1	No additional
36	Liaison	Susan Wilson	compensation beyond
			contractual wages
37	ESSA-Funded	Susan Wilson	No additional
57	ProgramsCoordinator	Susan wilson	compensation beyond
	-		contractual wages No additional
38	Migrant Student Data Point	Susan Wilson	compensation beyond
50	ofContact		· ·
39	District Emergency	Charles Delargy	contractual wages No additional
57	Management Coordinator	Charles Delargy	compensation beyond
			contractual wages
40	Districtwide School Safety	As indicated in the BOE-	NA NA
	Team	approved Safety Plan	
41	Financial, Accounting and	Cullen & Danowski, LLP	\$8,700 per year
	Reporting	,	
	Reporting		

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

A. OFFICIAL BANK DEPOSITORY - ALL FUNDS

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

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

BE IT RESOLVED, that the following Banks and/or Trust Companies be and are hereby designated as the official depositories for the district funds during the school year 2019-2020:

- Chase Manhattan Bank
- TD Bank
- Capital One Bank
- Bridgehampton National Bank
- Sterling National Bank

Ayes_____

Nays_____

Motion Carried	
Or	
Motion Defeated	

B. REGULAR MONTHLY MEETINGS

(Ed. Law 1708 (quarterly), 2504)

Upon	а	motion	made	by	?	seconded	by
		, th	e follow	ing re	solution is offered:		

BE IT RESOLVED, that the regular business school board meetings for the 2019-2020 school year be held at times and locations to be identified prior to date of each meeting, on the following dates:

August 26, 2019 September 16, 2019 October 21, 2019 November 18, 2019 December 16, 2019 January 13, 2020 February 3, 2020 March 16, 2020 April 21, 2020	Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting Regular Meeting
December 16, 2019	Regular Meeting
January 13, 2020	Regular Meeting
February 3, 2020	Regular Meeting
March 16, 2020	Regular Meeting
April 21, 2020	Regular Meeting / BOCES Budget Vote and Elections
May 5, 2020	Public Hearing (Budget) (Ed. Law 2018 (5))
May 19, 2020	Regular Meeting & Budget Vote/Election (Ed. Law 2022-a)
June 15, 2020	Regular Meeting
July 9, 2020	2020-2021 Organizational Meeting/Regular Meeting
-	

Ayes	Motion Carried
-	Or
Nays	Motion Defeated

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

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

BE IT RESOLVED, that pursuant to Section 2022-a of the Education Law the third Tuesday in May (May 19, 2020) 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 5th day of May 2020, is hereby designated as the District Public Hearing date to review the proposed budget that will be voted upon on May 19, 2020.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

D. OFFICIAL NEWSPAPERS

(Ed. Law 2004; Gen. Municipal Law 103)

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

BE IT RESOLVED that the official school district newspapers designated for legal notices are *The Village Beacon Record*, *The Long Island Business News* and *Newsday* for the 2019-2020 school year.

Ayes_____

Nays_____

Motion Carried	
Or	
Motion Defeated	

VI. OTHER APPOINTMENTS

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

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

BE IT RESOLVED, that in accordance with Commissioner's Regulations, Part 200, each Board of Education shall appoint a Committee/Subcommittee on Special Education in accordance with the provisions of the Education Law, Section 4402. The following people and positions are recommended for Board of Education approval for the 2019-2020 school year:

Andrea Moscatiello
Kristen White
Susan Randazzo
Krista Legge

Alternate Chairperson	Mark Muchnik
Alternate Chairperson	Diana Konsky
Alternate Chairperson	Juliet Williams
Alternate Chairperson	Meredith Picone
Student's Teacher	as per Education Law 4402
Alternate Parent Member	Jenny Andersson
Alternate Parent Member	Mary Anne Palmese
Alternate Parent Member	Laurie Christiansen
School Psychologist	Mark Muchnik
School Psychologist	Diana Konsky
School Psychologist	Juliet Williams
School Psychologist	Meredith Picone
District Special Education	Teacher Members
District Regular Education	Teacher Members
School Physician	Rocky Point Medical Care, P.C. (Dr. Gil)
Ayes	Motion Carried
-	Or

Nays_____

Motion Defeated_____

B. APPOINTMENTS TO THE COMMITTEE ON PRESCHOOL SPECIAL EDUCATION

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

BE IT RESOLVED, that the Rocky Point Board of Education approves the appointment of a generic representative of the Suffolk County Department of Social Services for the Rocky Point Committee on Preschool Special Education which would be at the discretion of Suffolk County for the 2019-2020 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 2019-2020 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 2019-2020 school year:

- Chairperson Chairperson Chairperson Alternate Chairperson Alternate Chairperson Alternate Chairperson Alternate Chairperson Student's Teacher
- Andrea Moscatiello Kristen White Susan Randazzo Krista Legge Mark Muchnik Jennifer Wafer Juliet Williams Meredith Picone as per Education Law 4402

Alternate Parent Member	Jenny Andersson
Alternate Parent Member	Mary Anne Palmese
Alternate Parent Member	Laurie Christiansen
School Psychologist	Mark Muchnik
School Psychologist	Diana Konsky
School Psychologist	Juliet Williams
School Psychologist	Meredith Picone
District Special Education	Teacher Members
District Regular Education	Teacher Members
School Physician	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 Pre-School Teacher.

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

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

C. SURROGATE PARENT:

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

BE IT RESOLVED, that in accordance with Commissioner's Regulations, Part 200, each Board of Education shall appoint a Surrogate Parent in accordance with the provisions of the Education Law, Section 4402. The following person is recommended for Board of Education approval for the 2019-2020 school year to serve as a Surrogate Parent:

Laurie Christiansen Mary Anne Palmese

Ayes_____

Motion Carried_____ Or Motion Defeated_____

Nays_____

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

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

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

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

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

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

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

D. (3) 2019-2020 COMPENSATION SCHEDULE FOR IMPARTIAL HEARING OFFICERS

BE IT FURTHER RESOLVED, that the Rocky Point Board of Education approves the 2019-2020 Compensation Schedule for Impartial Hearing Officers in accordance with the following:

Pursuant to 8 NYCRR 200.21, compensation for Impartial Hearing Officers for prehearing, 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 2019-2020 school year the rate is \$100.00 per hour.

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

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

The School District shall, upon review and approval of properly submitted documentation, reimburse Impartial Hearing Officers for automobile travel at the most recent mileage rate

approved by the Internal Revenue Service and for the cost of tolls necessarily incurred as a result of attending the impartial hearing. However, the maximum amount reimbursed by the School District for mileage and travel related expenses shall not exceed \$50.00 per day for each day the Impartial Hearing Officer attends the hearing.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

VII. AUTHORIZATIONS

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

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

BE IT RESOLVED, that Dr. Scott O'Brien, Chief School Officer, be hereby authorized as district representative to file all applications in compliance with Federal and State regulations and grants for the 2019-2020 school year.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

B. AUTHORIZATION TO APPROVE CONFERENCES, WORKSHOPS, ETC. REQUESTS (General Municipal Law 77.b)

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

BE IT RESOLVED, that Dr. Scott O'Brien, Superintendent of Schools, and/or his designee, be authorized to approve all conferences, workshops, etc. requests for school district staff members for the 2019-2020 school year.

Ayes_____

Nays

Motion Carried_____ Or Motion Defeated

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

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

BE IT RESOLVED, that the Administration be authorized to establish petty cash funds for the 2019-2020 school year as follows: Central Office – Dr. Scott O'Brien \$100.00

Central Office – Dr. Scott O'Brien	\$100.00
Business Office – Gregory Hilton	\$100.00
Rocky Point High School – TBD	\$100.00

Rocky Point Middle School – James Moeller		\$100.00
Joseph A. Edgar School – Linda Murphy		\$100.00
Frank J. Carasiti Elementary School – Dr. Virginia Gibbons		\$100.00
Ayes	Motion Carried	
-	Or	
Nays	Motion Defeated	

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

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

BE IT RESOLVED, that Virginia Holloway, School District Treasurer, be authorized to sign checks for the 2019-2020 school year, and that Linda Bilski, Deputy School District Treasurer, and Gregory Hilton, School Business Official, and Dr. Scott O'Brien, Superintendent of Schools, be authorized to sign checks for the 2019-2020 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 School Business Official.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

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

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

BE IT RESOLVED, that, pursuant to Commissioner's Regulation Section 170.2 and accordance with Board of Education policy number 5330, Dr. Scott O'Brien, Chief School Officer and Gregory Hilton, School Business Official (acting in the same capacity as the Assistant Superintendent for Finance and Operations) be authorized to approve budget transfers during the 2019-2020 school year.

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

F. AUTHORIZATION FOR USE OF CHECK SIGNER

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

BE IT RESOLVED, that the Deputy School District Treasurer and the School District

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

Ayes	Motion Carried
	Or
Nays	Motion Defeated

G. AUTHORIZATION TO INVEST DISTRICT FUNDS

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

BE IT RESOLVED, that Virginia Holloway, District Treasurer, during the school year 2019-2020, and in her absence, Linda Bilski, Deputy District Treasurer, be authorized to invest district funds in accordance with the applicable state laws - Ed. Law 1723 (a).

 Ayes_____
 Motion Carried_____

 Or
 Or

 Nays_____
 Motion Defeated_____

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

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

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education enters into an agreement for Cooperative Educational Services with the Eastern Suffolk BOCES for fiscal year 2019-2020 at an estimated cost of \$8,433,104.98 subject to change based on the actual needs for programs and services during the 2019-2020 school year.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

VIII. OTHER ITEMS

A. BONDING SUPERINTENDENT OF SCHOOLS, SCHOOL DISTRICT TREASURER, DEPUTY SCHOOL DISTRICT TREASURER, SCHOOL BUSINESS OFFICIAL, AND ALL OTHER EMPLOYEES

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

BE IT RESOLVED, that the Superintendent of Schools, School Business Official, School District Treasurer, Deputy School District Treasurer, School District Clerk and Director of Child Nutrition shall be bonded at a minimum of \$1,500,000.00; Extra-Class Activity Treasurer and Board of Education President shall be bonded at a minimum of \$200,000.00, and all other employees shall be bonded at a minimum of \$100,000.00.

Ayes_____

Motion Carried	
Or	
Motion Defeated	

Nays_____

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

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

BE IT RESOLVED, that the Board of Education establishes the mileage rate for reimbursement to school district employees for school business mileage at the prevailing Internal Revenue Service rate per mile during the 2019-2020 school year.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

C. ADOPTION AND REVIEW/RE-ADOPTION OF BOARD OF EDUCATION POLICY NUMBERS 3410, 4211, 5220, 5410, 5413, 5681, 7110, 7313 and 7511 (first reading)

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

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
- 4211 Rocky Point UFSD Organizational Chart
- 5220 District Investments
- 5410 Purchasing
- 5413 Procurement of Goods and Services (New Policy)
- 5681 School Safety Plans
- 7110 Rocky Point School District's Comprehensive Attendance Plan
- 7313 Suspension of Students
- 7511 Immunization of Students

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

D. ESTABLISH THE SUBSTITUTE RATE OF PAY SCHEDULE

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

BE IT RESOLVED, that the Board of Education establish the following substitute rate of pay schedule for the 2019-2020 fiscal year:

Non-Instructional Staff:	
Clerical	\$ 13.00 per hour
Custodial	\$ 15.00 per hour
Groundskeeper I	\$ 15.00 per hour
Food Service Worker	\$ 13.00 per hour

School Health Aide	\$ 13.00 per hour
Guard	\$ 18.30 per hour
Teacher Aide/ Hall Monitor/Monitor	\$ 13.00 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	\$15.00 per hour
Board of Registration	\$13.00 per hour
Teller	\$13.00 per hour
Poll Clerk	\$13.00 per hour
Substitutes for above	\$13.00 per hour

Teaching/Teaching Assistant Staff:

A. Substitute Teacher/Teaching Assistant per diem daily rate of \$125

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 \$225 beginning on day thirty-one (31).

C. Preferred Substitute Teachers/Teaching Assistants will earn a per diem rate of \$150.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

E. ROCKY POINT SCHOOL-LEVEL AND DISTRICT SAFETY PLANS

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

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

Ayes	Motion Carried
	Or
Nays	Motion Defeated

F. ADOPTION OF PURCHASING MANUAL

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

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

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

G. OPENING/CLOSING OF DISTRICT BANK ACCOUNTS

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

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

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

H. STUDENT ACTIVITY CONTRACTS

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

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

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

I. AUDIT COMMITTEE CHARTER

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

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

Ayes_____

Nays_____

Motion Carried_____ Or Motion Defeated_____

J. AUTHORIZATION – SCHOOL BOARD MEMBERSHIP DUES

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

BE IT RESOLVED, that the School Board membership indicated below is hereby authorized for the 2019-2020 fiscal year, with associated estimated costs as follows:

Nassau/Suffolk School Boards Association	\$3,450.00
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Ayes	Motion Carried
	Or
Nays	Motion Defeated

K. RESOLUTION IN OPPOSITION TO FIELD TESTING

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

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

WHEREAS the New York State Education Department has selected various schools of the Rocky Point Union Free School District for field testing of standardized assessments during the 2019-2020 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 2019-2020 school year and directs the Superintendent of Schools to take all necessary steps to effectuate this resolution and provide notification of same to the State Education Department.

Ayes_____

Motion Carried	
Or	
Motion Defeated_	

Nays_____

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

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

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education, hereby recertifies Susan Wilson, Kristen White, Susann Crossan, Linda Murphy, RPHS principal TBD, Jonathan Hart, Michael Gabriel, James Moeller, Dawn Meyers, Dr. Courtney Herbert, Charles Delargy, Dr. Virginia Kelly-Gibbons, FJC AP TBD, Andrea Moscatiello, Melinda Brooks, Krista Legge, Susan Randazzo and Aaron Factor as Qualified Lead Evaluators or Evaluators of classroom teachers and building principals and certifies having successfully completed the training requirements prescribed in 8 NYCRR §30-2.9. This recertification has been issued in accordance with the process for certifying lead evaluators and evaluators described in the district's Annual Professional Performance Review Plan.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

M. AGREEMENTS FOR UNIVERSAL PRE-KINDERGARTEN SERVICES FOR THE 2019-2020 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 a Memorandum of Agreement with Step by Step Preschool and Trinity Lutheran Nursery School for Universal Pre-Kindergarten services for the 2019-2020 school year.

Ayes	Motion Carried
	Or
Nays	Motion Defeated

N. 2020-2021 BUDGET DEVELOPMENT CALENDAR

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

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education adopts the 2020-2021 Budget Development Calendar as attached.

Ayes	Motion Carried
Or	
Nays	Motion Defeated

O. CERTIFICATION OF THE ROCKY POINT UFSD ANNUAL PERFORMANCE REVIEW PLAN IN COMPLIANCE WITH THE REQUIREMENTS OF EDUCATION LAW §3012-D AND SUBPART 30-3 OF THE RULES OF THE BOARD OF REGENTS

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education of the Rocky Point Union Free School District hereby certifies the Annual Professional Performance Review (APPR) Plan in compliance with the requirements of Education Law §3012-d and Subpart 30-3 of the Rules of the Board of Regents and has been adopted by the governing body of the school district or BOCES;

BE IT FURTHER RESOLVED, that the Superintendent of Schools is directed to file the foregoing District Certification Form.

Motion____2nd____Vote____

P. SURPLUS EQUIPMENT

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

Motion____2nd____Vote_____

Q. LIVE LIKE SUSIE SCHOLARSHIP

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 \$50.00, as follows:

Reginamary/Brian Richardson \$50.00

Motion_____2nd____Vote_____

R. SOUND BEACH MUSIC SCHOLARSHIP

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves and accepts the donation from Sound Beach Music, Inc. in the amount of \$500.00

Motion____2nd____Vote____

S. GREEN CHIMNEYS CHILDREN'S SERVICES INSTRUCTIONAL 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 enter into a contract with Green Chimneys Children's Services for special education student instructional services for the 2019-20 school year, as required under applicable Individual Educational Programs, applicable law, and/or District Policy.

Motion_____2nd____Vote_____

T. SPECIAL EDUCATION SUMMER 2019 CONTRACT – CENTER MORICHES UFSD

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 enter into a contract with Center Moriches Union Free School District for special education students participation in the Center Moriches 2019 Summer Special Education Program as requiredunder applicable Individual Educational Programs, applicable law, and/or District Policy.

Motion____2nd____Vote____

U. RESOLUTION TO INCREASE THE PRICE OF SCHOOL BREAKFAST & LUNCH FOR 2019-2020

BE IT RESOLVED, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the increase in price of student breakfast in all schools \$.05 (from \$1.70 to \$1.75), and increase the price of lunch in FJC and JAE \$.10 (from \$2.75 to \$2.85), MS and HS \$.05 (From \$2.95 to \$3.00), and MS and HS Premium Boar's Head Lunch \$.05 (from \$3.95 to \$4.00). Additionally, Staff breakfast meal will remain the same at \$2.90 + tax and Staff lunch meal will increase \$.05 to \$4.00 + tax.

Motion_____2nd____Vote_____

V. 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 Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Administrators Association as per the attached.

Motion____2nd____Vote_____

W. 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 Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Administrators Association as per the attached.

Motion____2nd____Vote____

X. 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 Agreement between the Board of Education of the Rocky Point Union Free School District and the Rocky Point Administrators Association as per the attached.

Motion_____2nd_____Vote_____

Y. AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT 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 Board of Education and the Rocky Point Teachers' Association as per the attached.

Motion_____2nd____Vote_____

Z. PERSONNEL

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

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

Motion____2nd____Vote_____

AA. NEW BUSINESS

AB. EXECUTIVE SESSION (if necessary)

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

The Board returned to Open Session at_____

AC. ADJOURNMENT

Moved by _____

Seconded by _____

Vote_____

Time _____



ROCKY POINT UNION FREE SCHOOL DISTRICT

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

Telephone: (631) 744-1600

Fax: (631) 849-7556

Dr. Michael F. Ring Superintendent of Schools

Mr. Greg Hilton School Business Official

April 1, 2019

Mr. John Dennehy, Jr. Certified Public Accountant, PC 28 North Country Road, Suite 204 Mt. Sinai, NY 11766

Re: RFP #R18-01 Internal Claims Auditor Contract Extension for 2019-20

Dear Mr. Dennehy:

The current 2017-2018 contract between John F. Dennehy Jr., CPA, PC. and The Rocky Point UFSD, under RFP #R18-01, allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. It is the District's intent to offer the extension for the 2019-2020 school year at the same rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 20, 2019.

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

Sincerely,

Gregory Hilton School Business Official

AGREEMENT

John F. Dennehy Jr. Certified Public Accountant, PC agrees to extend the current Internal Claims Auditor contract, under the same terms and conditions as per RFP #R18-01, for the period 7/1/19-6/30/20.

Representative – John F Dennehy Jr. Certified Public Accountant, PC

Date 4- 4-19

Part II Engagement Cost

Year No. and Dates	Annual Cost	Monthly
1. July 1, 2017 to June 30, 2018	\$18,000.00	\$1,500.00
2. July 1, 2018 to June 30, 2019	\$18,300.00	\$1,525.00
3. July 1, 2019 to June 30, 2020	\$18,600.00	\$1,550.00
4. July 1, 2020 to June 30, 2021	\$18,900.00	\$1,575.00
5. July 1, 2021 to June 30, 2022	\$19,200.00	\$1,600.00

Payment

The total fee will be paid out equally over twelve months. For example, in year 1, the fee will be billed at \$1,500 per month. See above engagement costs for monthly billing costs in years 2 through 5.

Additional Services

Hourly Rates for additional services not included in the scope of the claims audit will be billed as follows:

Year No. and Dates	Hourly Rate
1. July 1, 2017 to June 30, 2018	\$80.00
2. July 1, 2018 to June 30, 2019	\$81.25
3. July 1, 2019 to June 30, 2020	\$82.50
4. July 1, 2020 to June 30, 2021	\$83.75
5. July 1, 2021 to June 30, 2022	\$85.00

Duties and responsibilities to be performed as Internal Claims Auditor include, but are not limited to the following:

- (a) Verification of the accuracy of invoices and claim forms
- (b) Ensuring proper approval of all purchases: checking that purchases constitute legal expenses of the school district
- (c) Determining that purchase orders have been issued in accordance with Board of Education policy, and applicable state laws
- (d) Comparison of invoices or claims with previously approved contracts
- (e) Comparison of vouchers with purchase orders
- (f) Determining that charges are not duplication(s) of items already paid
- (g) Determining that vouchers are properly itemized and supported by proof of delivery
- (h) Reviewing price extensions, claiming of applicable discounts, and inclusion of shipping and freight charges
- (i) Reviewing for inappropriate sales taxes applied to invoices

ROCKY POINT UNION FREE SCHOOL DISTRICT Legal Services RFP #R15-02

ADDENDUM #1

All prospective Bidders are directed to make the following changes to the RFP documents:

On page 3, FEE STRUCTURE:

Remove the first paragraph:

Retainer Fee: The current working relationship involves a regular retainer for all services other than litigation. Retainer payment will be one flat base fee without regard to the number of hours. Any and all advice, grievances, labor relations/negotiations, appeals to the Commissioner, Civil Service rules and regulations, PERB hearings, etc., short of actual litigation, are included in the retainer base fee. It is the intention of the Board of Education to request quotations for a base fee with additional fees for litigation identified at an hourly rate.

Replace the first paragraph with the following:

Retainer Fee: The current working relationship involves a regular retainer for all services other than litigation. Retainer payment will be one flat fee without regard to the number of hours. Any and all advice relating to the following, but not limited to: grievances, labor relations, negotiations, appeals to the Commissioner, Civil Service rules and regulations, PERB hearings. etc., short of actual litigations, are included in the retainer base fee. Retainer fee will also include attendance at various meetings, including board meetings as requested. It is the intention of the Board of Education to request quotations for a base fee with additional fees for litigation include: Connisi Identified at an hourly rate. Litig ctu-+ 5 electie

Stie-cree entrum proceeding Cppcels; Divino of Klumon ADDENDUM #1

Print Name and Signature

Date

present

Rroc

Jeaman

This ADDENDUM MUST be signed and included with your RFP submission. If RFP has already been mailed, please fax signed ADDENDUM to: (631) 849-7556 and confirm to Debra Hoffman at (631) 849-7563.

ROCKY POINT UNION FREE SCHOOL DISTRICT



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

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools

Mr. Greg Hilton School Business Official

April 1, 2019

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

Re: RFP #R17-03 External Auditing Services Contract Extension for Year End June 30, 2020

Dear Ms. Van Duyne:

The current External Auditing Services contract between R.S. Abrams & Co., LLP and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2019-2020 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Debra Hoffman, Purchasing Agent, at the above address by May 20, 2019.

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

Sincerely,

Greg Hilton School Business Official

AGREEMENT

R.S. Abrahms & Co., LLP agrees to extend the current External Auditing Services contract, under the same terms and conditions as per RFP #R17-03, for the period 7/1/19-6/30/20.

Marcane E Van Dupe C/A Representative - R.S. Abrams & Co., LLP

Date:

V. PROFESSIONAL FEES

Our fees are based on the time spent on the engagement and the billing rates of the individual assigned. We will bill the District on a quarterly basis for the audit. Those dates would be March 31 2017, June 30, 2017, September 30, 2017 and December 31, 2017. If any additional engagements ar requested, we will bill the District at our standard billing rates. This fee includes meetings with the Audit Committee and with the Board of Education. We will not seek reimbursement for travel lodging, subsistence, or other out-of-pocket costs incurred in connection with the audit of the District's finances. With R.S. Abrams & Co., LLP you get industry prominence at a reasonable rate. 'Based or our experience in other similar engagements, our proposed fee is as follows:

A. TOTAL ALL INCLUSIVE MAXIMUM PRICE:

Independent audit of the Financial Statements, the Single Audit of Federal Programs and Extraclassroom Activity Funds:

Fiscal year ending June 30, 2017	\$30,400 *
Fiscal year ending June 30, 2018	\$30,400
Fiscal year ending June 30, 2019	\$30,400
Fiscal year ending June 30, 2020	\$31,200
Fiscal year ending June 30, 2021	\$32,000

* In light of the current economic conditions school districts are facing, and our long standing business relationship with the District, we have lowered our prior year fee by 5% for the first three years outlined in this proposal. We trust this will assist you with your current budgetary constraints.

B. BILLING RATES:

	Regular	Quoted
Title	Hourly Rate	Hourly Rate
Partner	\$170	\$150
Manager/Supervisor	\$150	\$125
Senior Auditors	\$110	\$100
Staff Auditors	\$95 -	\$80

Although fees are important, they should not, in our view be the determining factor in the selection of an accounting firm for the Rocky Point Union Free School District. The choice of independent accountants and business advisors should always be made primarily on the basis of qualifications, capabilities and commitment.

We will spare no effort, now or in subsequent years, to find common ground for providing the level of services Rocky Point Union Free School District requires, at a reasonable cost.



ROCKY POINT UNION FREE SCHOOL DISTRICT

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

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 1, 2019

Ms. Lauren Agunzo, CPA/CFF Nawrocki Smith LLP 290 Broad Hollow Road, Suite 115E Melville, NY 11747

Re: RFP #R16-01 Internal Auditing Services Contract Extension for 2019-20

Dear Ms. Agunzo:

The current Internal Auditing Services contract between Nawrocki Smith LLP and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2019-2020 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Debra Hoffman, Purchasing Agent, at the above address by May 20, 2019.

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

Sincerely.

Grey Ailton School Business Official

AGREEMENT

Nawrocki Smith LLP agrees to extend the current Internal Auditing Services contract, under the same terms and conditions as per RFP #R16-01, for the period 7/1/19-6/30/20.

Representative -Nawrocki Smith LLP

Date: 4/5/19

NAWROCKI SMITH LLP

ROCKY POINT UNION FREE SCHOOL DISTRICT Internal Auditor

PART II - A

Name of Firm

8

b

С

Nawrocki Smith LLP

\$

Lauren M. Agunzo, CPA

17,500

17,500

18,000

18,000

18,000

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

3

Total All-Inclusive Maximum Price for the period of July 1, 2015 through June 30, 2016

Total All-Inclusive Maximum Price for the period of July 1, 2016 through June 30, 2017

Total All-Inclusive Maximum Price for the period of July 1, 2017 through June 30, 2018

Total All-Inclusive Maximum Price for the period of July 1, 2018 through June 30, 2019

Total All-Inclusive Maximum Price for the period of July 1, 2019 through June 30, 2020

Internal Auditor	Est. Hours	Rate	Charges
Partner	18	175	2,800.00 *
Manager	50	150	7,200.00 *
Senlor	60 -	125	7,500.00
Total	128		17,500.00

*The District will not be billed for Board of Education/Audit Committee meetings.

ROCKY POINT UNION FREE SCHOOL DISTRICT

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

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 01, 2019

Kevin A. Seaman, Esq. Attorney at Law Box 580 Stony Brook, NY 11790

Re: RFP #R15-02 Legal Services Agreement-Extension for 2019-2020

Dear Mr. Seaman:

The current Agreement between Kevin A. Seaman, Esq. and The Rocky Point UFSD, under RFP #R15-02, will expire on June 30, 2019. It is the District's intent to offer an extension of said contract for the 2019-2020 school year at the same rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 20, 2019.

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

Sincerely

Greg Hilton, School Business Official

AGREEMENT

Kevin A. Seaman, Esq. agrees to extend the current Legal Services agreement, under the same terms and conditions as per RFP #R15-02, for the period 7/1/19-6/30/20.

l Seen

Kevin A. Seaman, Esq.

Date 5/2-7/19

Kevin A. Seamon

COST SUMMARY SHEET Attachment B

RFP #R15-02 Legal Services

	-	
Hourly Rate for Litigation in all areas of general counseling	\$ 19,	– pør hour
\$		
Hourly Rate for service not covered in the Base Retainer Fee or any other contract fee:	\$12	,00
Partners and Senior Counsel	\$ 9.	- per hour
Associates	8	per hour
Paralegals/Law Graduates	\$	per hou
. ,		l_
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Please indicate any minimum billing time per service (minutes per call, hours per visit, etc.) min. billing time no

Bills are to be presented on a monthly basis and will be paid on the next regular warrant following receipt and approval. All out-of-pocket costs are to be itemized and billed as they accrue. Preparation and copies of routine documents are the responsibility of the firm.

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PHONE: 212-820-9300 FAX: 212-820-9668 7 WORLD TRADE CENTER 250 GREENWICH STREET NEW YORK, NY 10007 WWW.HAWKINS.COM

(212) 820 9406

June 11, 2019

Rocky Point Union Free School District, Suffolk County, New York Bond Counsel Letter of Engagement for 2019-2020

Greg Hilton School Business Official Rocky Point Union Free School District 90 Rocky Point-Yaphank Road Rocky Point, New York 11778

Dear Greg:

via e-mail: ghilton@rockypoint.k12.ny.us

BOND COUNSEL LETTER OF ENGAGEMENT FOR 2019-2020

This is a Letter of Engagement to retain our services as bond counsel to the Rocky Point Union Free School District (the "School District"), in the County of Suffolk, New York, for the school year that commences July 1, 2019 and ends June 30, 2020, in relation to the issuance of the School District's tax anticipation notes, and certain other matters. Should any other School District financing requirements arise during the **2019-2020** fiscal year, we will supplement this letter.

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

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

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

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

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

NEW YORK WASHINGTON NEWARK HARTFORD LOS ANGELES SACRAMENTO SAN FRANCISCO PORTLAND ANN ARBOR (5) assistance in drafting and review of agreements, forms and underlying documentation relating to the financing;

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

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

(8) administrative coordination of meetings and sale and closing arrangements;

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

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

- (11) Preparation, drafting and review of closing papers including:
- (a) Certificate of Determination of the President of the Board of Education,
- (b) Closing Certificates,
- (c) School Attorney's Certificate,
- (d) Tax Certificate, and
- (e) Certificate with Respect to the Official Statement;
- (12) preparation of the form of the note for each note sale;

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

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

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

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

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

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

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

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

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

* * * *

FEES. We propose the following schedule of fees to pertain to: (i) the issuance of the School District's tax anticipation notes for the **2019-2020** fiscal year, and (ii) other matters as described.

(i) Tax Anticipation Notes

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

ISSUE AMOUNT IN DOLLARS	<u>FEE</u>
Issues of \$4 million	\$ 5,250
Issues of \$ 5 million	\$ 5,750
Issues of \$ 6 million	\$ 6,250
Issues of \$ 7 million	\$ 6,600
Issues of \$ 8 million	\$ 6,950

plus \$350 for each additional \$1 million notes up to an issue of \$20 million.

The fees for tax anticipation note issues are pro-rated to the exact amount of the issue. For example, the fee for a \$5.5 million issue would be \$6,000, calculated by adding \$5,750 (the fee for a \$5 million note issue) and \$250 (being $\frac{1}{2}$ of the \$500 incremental amount of the fee that would apply to a \$6 million note issue).

Our fees for tax anticipation notes include all of our customary and usual out of pocket expenses <u>except</u> for the costs relating to the preparation of book-entry securities. We charge \$225 for the initial book-entry instrument for each tax anticipation note issue, and \$25 for each additional instrument. Such charge includes our costs of security preparation, as well as our services in delivering such securities to The Depository Trust Company in escrow pending a closing. We charge \$90 for each note instrument delivered to a bank in other than book-entry format.

(ii) Other Matters

Legal fees for our professional services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall range from \$750 to \$2500, dependent upon the complexity of each such matter.

* * * *

The fees provided herein for tax anticipation notes shall apply to any obligations issued in or on account of the **2019-2020** fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent. The fees for services requested in connection with the drafting of resolutions submitting propositions for the establishment of, or expenditure from, a capital reserve fund, shall apply during the **2019-2020** fiscal year, as well as each successive fiscal year thereafter unless and until such fees are modified by mutual consent.

* * * *

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

* * * *

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

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

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

With best wishes, I am

Very truly yours,

Martin A. Geiger

MAG:wy

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

By: President of the Board of Education

(printed name)

(signature)

Date: _____

ROCKY POINT UNION FREE SCHOOL DISTRICT



-

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

Telephone: (631) 744-1600

Fax: (631) 849-7556

Dr. Michael F. Ring Superintendent of Schools Mr. Greg Hilton School Business Official

April 3, 2019

Dr. John Gil Rocky Point Medical Care, P.C. 333 Route 25A, Ste. #40 Rocky Point, NY 11778

Re: RFP #R16-02 Physicians Services Agreement -Extension for 2019-2020

Dear Dr. Gil:

The current physician services Memorandum of Agreement between Rocky Point Medical Care and The Rocky Point UFSD, under RFP #R16-02, allows for the extension of said Agreement 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2019-2020 school year at the same rates, terms and conditions, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Business Office at the above address by May 15, 2019.

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

Sincerely,

Gregory Hilton School Business Official

AGREEMENT

Rocky Point Medical Care agrees to extend the current Physician Services Memorandum of Agreement, under the same terms and conditions as per RFP #R16-02, for the period 7/1/19-6/30/20.

Representative-Rock Point Medical Care

Date 4-5-19

John Gil, MD Rocky Point Union Free School District RFP #: R16-02

Page 3

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1

A. 1. a. b.	Scope of Service Mandated Physical examinations for pupils @ District @RPMC	\$12.00 \$25.00
2. a. b.	© District @RPMC	\$12.00 \$25.00
3.	Chart Reviews	\$3.00
4. a. b.	0	\$12.00 \$25.00
5. a. b.	•	\$60.00 \$80.00 per lab costs
6. a. b	@ CSE Meetings @ District	\$100.00 \$100.00
-7	Dhuniash datata in the	

7 Physicals of students with concussions @ RPMC

a. Students will be charged under their private insurance

 b. If students does not have private insurance, cost to be paid by District \$100.00

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

\$1,000.00

06032015

ROCKY POINT UNION FREE SCHOOL DISTRICT

Î.,

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

Telephone: (631) 744-1600

Fax: (631) 849-7558

Dr. Michael F. Ring Superintendent of Schools

Mr. Greg Hilton School Business Official

April 1, 2019

Mr. Peter F. Rodriguez, CPA Cullen & Danowski, LLP 1650 Route 112 Port Jefferson Station, NY 11776

> Re: RFP #R18-02 Financial Accounting & Reporting Services Contract Extension for Year End June 30, 2020

Dear Mr. Rodriguez:

The current Financial Accounting & Reporting Services contract between Cullen & Danowski, LLP and The Rocky Point UFSD allows for the extension of said contract 30 days prior to expiration, upon mutual written agreement between the parties. The District would like to offer the extension for the 2019-2020 school year at the rates, terms and conditions set forth in the above referenced RFP, subject to Board of Education approval.

Please sign your acknowledgement below and return to the Debra Hoffman, Purchasing Agent, at the above address by May 20, 2019.

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

Sincerely,

Greg Hilton School Business Official

AGREEMENT

Cullen & Danowski, LLP agrees to extend the current Financial Accounting & Reporting Services contract, under the same terms and conditions as per RFP #R18-02, for the period 7/1/19-6/30/20.

Representative - Cullen & Danowski, LLP

Date: 4/8/19

Fees for Services

We use a computerized client time record system, which enables us to track the actual time spent on an engagement by date, staff level, and work code. This time record assists us in projecting proposed fees. Based on our extensive experience in school district auditing and our estimate of the time required, we will undertake and complete the engagement for the fiscal year ending June 30, 2018 for the fee of \$8,500. If we are engaged at the discretion of the Board of Education for the following four years, the fees will be:

2019		2020		2021		2022		
-	\$	8,600	\$	8,700	\$	8,800	\$.	8,900

The fee estimates are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Peter F. Rodriguez, CPA, as partner of the firm of Cullen & Danowski, LLP, certifies that he is empowered to submit this bid and authorized to sign a contract with the Rocky Point Union Free School District on behalf of the Firm.

Peter F. Rodriguez, CPA

April 26, 2017

AUDIT COMMITTEE CHARTER Revised July 2013

Audit Committee Authority

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

Mission

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

Composite and Requisite Skills

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

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

Duties and Responsibilities

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

External Audit Focus

 Provide recommendations regarding the selection of the external auditor to the Board of Education

- Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter, and understand the scope of the external audit process.
- Review and discuss with the external auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable
- Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the district's system of internal controls, and, working directly with the external auditor, assist the Board of Education in interpreting such documents
- Make a recommendation to the Board of Education on accepting the annual audit report
- Review every corrective action plan developed by the school district and assist the Board of Education in the implementation of such plan

• Internal Audit Focus

- Make recommendations to the Board of Education regarding the appointment of the internal auditor
- Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities
- Review significant recommendations and findings of the internal auditor
- Monitor implementation of the internal auditor's recommendations by management
- Participate in the evaluation of the performance of the internal audit function

Administrative Matters

- Hold regularly scheduled meetings no less than once per fiscal year
- o Review and revise the Audit Committee Charter, as necessary

Meetings and Notification

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

The District Clerk will be responsible to:

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

Decision Making Process

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

Reporting Requirements

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

Review of the Charter

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

AUDIT COMMITTEE CHARTER Revised July 2013

Audit Committee Authority

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

Mission

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

Composite and Requisite Skills

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

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

Duties and Responsibilities

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

External Audit Focus

 Provide recommendations regarding the selection of the external auditor to the Board of Education

- Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter, and understand the scope of the external audit process.
- Review and discuss with the external auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable
- Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the district's system of internal controls, and, working directly with the external auditor, assist the Board of Education in interpreting such documents
- Make a recommendation to the Board of Education on accepting the annual audit report
- Review every corrective action plan developed by the school district and assist the Board of Education in the implementation of such plan

• Internal Audit Focus

- Make recommendations to the Board of Education regarding the appointment of the internal auditor
- Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities
- o Review significant recommendations and findings of the internal auditor
- Monitor implementation of the internal auditor's recommendations by management
- Participate in the evaluation of the performance of the internal audit function

• Administrative Matters

- Hold regularly scheduled meetings no less than once per fiscal year
- Review and revise the Audit Committee Charter, as necessary

Meetings and Notification

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

The District Clerk will be responsible to:

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

20182019 3410

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;

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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;
- 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;
- 1) Circumstances under and procedures by which referral to appropriate human service agencies shall be made;
- m) A <u>minimum suspension period</u> 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-bycase 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;
- A <u>minimum suspension period</u> 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;

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Community Relations

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

- 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.

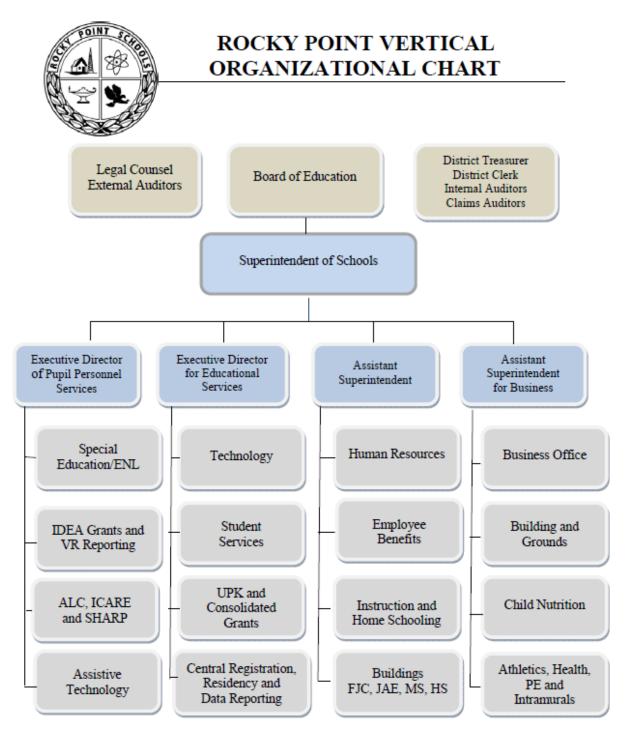
Education Law Sections 2801 and 3214 Family Court Act Articles 3 and 7 Vehicle and Traffic Law Section 142 8 New York Code of Rules and Regulations (NYCRR) Section 100.2(1)(2)

NOTE: Refer also to Policy #7310 -- <u>School Conduct and Discipline</u> 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

Administration

SUBJECT: ROCKY POINT USFD ORGANIZATIONAL CHART



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Non-Instructional/Business Operations

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.)

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Non-Instructional/Business Operations

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

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Non-Instructional/Business Operations

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)

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Non-Instructional/Business Operations

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

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Non-Instructional/Business Operations

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)

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Non-Instructional/Business Operations

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 <u>must</u> 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)

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Non-Instructional/Business Operations

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.

SUBJECT: PURCHASING (Cont'd.)

Non-Competitive Bidding Purchases

The Board's internal policies and procedures governing procurement of apparel or sports equipment, where such procurement is <u>not</u> 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)

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Non-Instructional/Business Operations

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: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS

The District will follow all applicable requirements in the Uniform Grant Guidance (2 CFR Part 200) whenever it procures goods or services using federal grant funds awarded through formula and/or discretionary grants, including funds awarded by the United States Department of Education as grants or funds awarded to a pass-through entity, such as the New York State Education Department, for subgrants.

Uniform Grant Guidance Requirements

Under the Uniform Grant Guidance, the District will, among other things:

- a) Use its own documented procurement procedures which reflect applicable state, local and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in the Uniform Grant Guidance.
- b) Establish and maintain effective internal controls that provide reasonable assurance that the District is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. Internal controls means a process, implemented by the District, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
 - 1. Effectiveness and efficiency of operations;
 - 2. Reliability of reporting for internal and external use; and
 - 3. Compliance with applicable laws and regulations.
- c) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- d) Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal awards.
- e) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- f) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g) Maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

- h) Maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- i) Have procurement procedures in place to avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
- j) Award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- k) Maintain records that sufficiently detail the history of the procurement including, but not limited to:
 - 1. Rationale for the method of procurement;
 - 2. Selection of contract type;
 - 3. Contractor selection or rejection; and
 - 4. The basis for the contract price.
- 1) Use time and material contracts, only after a determination that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk.
- m) Conduct all procurement transactions in a manner providing full and open competition consistent with the standards of the Uniform Grant Guidance.
- n) Conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference.
- o) Have written procedures for procurement to ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured; and
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids.

Non-Instructional/Business Operations

SUBJECT: PROCUREMENT: UNIFORM GRANT GUIDANCE FOR FEDERAL AWARDS (Cont'd.)

- p) Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- q) Use one of the following methods of procurement, which include:
 - 1. Micro-purchases;
 - 2. Small purchase procedures;
 - 3. Sealed bids;
 - 4. Competitive proposals; and
 - 5. Noncompetitive proposals.
- r) Have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- s) Take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- t) Include in all contracts made by the District the applicable provisions contained in Appendix II of the Uniform Grant Guidance -- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- u) Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications.
- v) Negotiate profit as a separate element of the price for each contract in which there is not price competition and in all cases where an analysis is performed.
- w) Comply with the non-procurement debarment and suspension standards which prohibit awarding contracts to parties listed on the government-wide exclusions in the System for Award Management (SAM).

2 CFR §§ 200.61, 200.303, 200.318, 200.319, 200.320, 200.321, 200.323, and 200.326 2 CFR Part 200, App. II

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Non-Instructional/Business Operations

UNIFORM GRANT GUIDANCE FOR FEDERAL SUBJECT: **PROCUREMENT:** AWARDS (Cont'd.)

Refer also to Policies #5410 -- <u>Purchasing: Competitive Bidding and Offering</u> #5411 -- <u>Procurement of Goods and Services</u> #5570 -- <u>Financial Accountability</u> NOTE:

#5670 -- <u>Records Management</u> #6110 -- <u>Code of Ethics for Board Members and All</u> District Personnel

#6161 -- Conference/Travel Expense Reimbursement

Adoption Date 8/26/19 **Revision Dates Review Dates**

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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, 8/26/19

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Non-Instructional/Business Operations

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, 8/26/19

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.
- 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)

Increase awareness of policy among parents by:

- 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. <u>Excused absences are defined as</u>: 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. <u>All other absences, lateness, or early dismissals will be considered unexcused</u>.

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.

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.

Absences

- a) All absences from class will be covered by this policy. <u>No distinction will be made between</u> 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:

Students

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.

After 10th absenc	e: Letter and phone call requesting parental meeting with guidance counselor and student.
After 15th absenc	e: Letter and phone call requiring parental meeting with Assistant Principal.
After 20th absenc	e: Require meeting with Principal. Require medical documentation. PINS consideration and/or outside agency consideration.
After 25th absenc	e: Require meeting with Principal. PINS if no medical documentation is provided. Outside agency contacted if no medical documentation provided.
After 28th absenc	e: 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.
- 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.

Students

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.
- 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.

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Students

SUBJECT: SUSPENSION OF STUDENTS

The Superintendent and/or the Principal may suspend the following students from required attendance upon instruction:

- a) A student who is insubordinate or disorderly; or
- b) A student who is violent or disruptive; or
- c) A student whose conduct otherwise endangers the safety, morals, health or welfare of others.

Suspension

Five (5) School Days or Less

The Superintendent and/or the Principal of the school where the student attends shall have the power to suspend a student for a period not to exceed five (5) school days. In the absence of the Principal, the designated "Acting Principal" may then suspend a student for a period of five (5) school days or less.

When the Superintendent or the Principal (the "suspending authority") proposes to suspend a student for five (5) school days or less, the suspending authority shall provide the student with **notice** of the charged misconduct. If the student <u>denies</u> the misconduct, the suspending authority shall provide an **explanation** of the basis for the suspension.

When suspension of a student for a period of five (5) school days or less is proposed, administration shall also immediately notify the parent/person in parental relation in writing that the student *may be* suspended from school.

Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within twenty-four (24) hours of the decision to propose suspension at the last known address or addresses of the parents/persons in parental relation. Where possible, notification shall also be provided by telephone if the school has been provided with a telephone number(s) for the purpose of contacting parents/persons in parental relation.

The notice shall provide a description of the incident(s) for which suspension is proposed and shall inform the student and the parent/person in parental relation of their right to request an immediate informal conference with the Principal in accordance with the provisions of Education Law Section 3214(3)(b). Both the notice and the informal conference shall be in the dominant language or mode of communication used by the parents/persons in parental relation. At the informal conference, the student and/or parent/person in parental relation shall be authorized will have the opportunity to present the student's version of the event and to ask questions of the complaining witnesses.

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SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

The notice and opportunity for informal conference shall take place **prior to** suspension of the student <u>unless</u> the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon after the suspension as is reasonably practical.

Teachers shall immediately report or refer a violent student to the Principal or Superintendent for a violation of the *District's Code of Conduct* and a minimum suspension period.

More Than Five (5) School Days

In situations where the Superintendent determines that a suspension in excess of five (5) school days may be warranted, the student and parent/person in parental relation, upon reasonable notice, shall-will have had an opportunity for a fair hearing. At the hearing, the student has protected due-process rights such as the right to be represented shall have the right of representation by counsel, with the right to question witnesses against him/her, and the right to present witnesses and other evidence on his/her behalf.

Where the basis for the suspension is, in whole or in part, the possession on school grounds or school property by the student of any firearm, rifle, shotgun, dagger, dangerous knife, dirk, razor, stiletto or any of the weapons, instruments or appliances specified in Penal Law Section 265.01, the hearing officer or Superintendent shall not be barred from considering the admissibility of such weapon, instrument or appliance as evidence, notwithstanding a determination by a court in a criminal or juvenile delinquency proceeding that the recovery of such weapon, instrument or appliance was the result of an unlawful search or seizure.

Minimum Periods of Suspension

Pursuant to lawIn accordance with law, Commissioner's Regulations and the *District's Code of* | *Conduct*, minimum periods of suspension shall be provided for the following prohibited conduct, subject to the requirements of federal and state law and regulations:

- a) Consistent with the federal Gun-Free Schools Act, any student who is determined to have brought a firearm to school or possessed a firearm on school premises shall be suspended for a period of not less than one (1) calendar year. However, the Superintendent has the authority to modify this suspension requirement on a case-by-case basis.
- b) 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-bycase basis to be consistent with any other state and federal law. The definition of "repeatedly is substantially disruptive of the educational process or substantially interferes with the teacher's authority" shall be determined in accordance with the Regulations of the Commissioner is set forth in Commissioner's regulations.

Students

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

c) 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), 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.

Suspension of Students with Disabilities

Generally, disciplinary action against a student with a disability or presumed to have a disability will be in accordance with procedures set forth in the District's *Code of Conduct* and in conjunction with applicable law, and the determination of the Committee on Special Education (CSE).

Generally, should a student with a disability infringe upon the established rules of the schools, disciplinary action shall be in accordance with procedures set forth in the *District's Code of Conduct* and in conjunction with applicable law and the determination of the Committee on Special Education (CSE).

For suspensions or removals up to ten (10) school days in a school year that do <u>not</u> constitute a disciplinary change in placement, students with disabilities must be provided with alternative instruction or services on the same basis as non-disabled students of the same age.

If suspension or removal from the current educational placement constitutes a disciplinary change in placement because it is for more than ten (10) consecutive school days or constitutes a is a pattern of removals which constitutes a change of placement, a manifestation determination must be made. The District determines on a case-by-case basis whether a pattern of removals constitutes a change of placement. This determination is subject to review through due process and judicial proceedings.

Manifestation Determinations

A review of the relationship between the student's disability and the behavior subject to disciplinary action to determine if the conduct is a manifestation of the disability must be made by a manifestation team immediately, if possible, but in no case later than ten (10) school days after a decision is made:

- a) By the Superintendent to change the placement to an interim alternative educational setting (IAES);
- b) By an Impartial Hearing Officer (IHO) to place the student in an IAES; or
- c) By the Board, District Superintendent, Superintendent or Building Principal to impose a suspension that constitutes a disciplinary change of placement.

The manifestation team shall include a representative of the District knowledgeable about the student and the interpretation of information about child behavior, the parent and relevant members of the CSE as determined by the parent and the District. The parent must receive written notice prior to

Students

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

the meeting to ensure that the parent has an opportunity to attend. This notice must include the purpose of the meeting, the names of those expected to attend and notice of the parent's right to have relevant members of the CSE participate at the parent's request.

The manifestation team shall-will review all relevant information in the student's file including | the student's individualized education program (IEP), any teacher observations, and any relevant information provided by the parents to determine if: the conduct in question was caused by or had a direct and substantial relationship to the student's disability; or the conduct in question was the direct result of the District's failure to implement the IEP. If the team determines the conduct in question was the direct the direct result of failure to implement the IEP, the District must take immediate steps to remedy those deficiencies.

Finding of Manifestation

If it is determined, as a result of this review, that the student's behavior is a manifestation of his/her disability, the CSE shall conduct a functional behavioral assessment, if one has not yet been | conducted, and implement or modify a behavioral intervention plan.

Functional behavioral assessment (FBA) means the process of determining why the student engages in behaviors that impede learning and how the student's behavior relates to the environment. FBA must be developed consistent with the requirements of Commissioner's Regulations Section 200.22(a) and shall include, but not be limited to, the identification of the problem behavior, the definition of the behavior in concrete terms, the identification of the contextual factors that contribute to the behavior (including cognitive and affective factors) and the formulation of a hypothesis regarding the general conditions under which a behavior usually occurs and probable consequences that serve to maintain it.

Behavioral intervention plan (BIP) means a plan that is based on the results of a functional behavioral assessment and, at a minimum, includes a description of the problem behavior, global and specific hypotheses as to why the problem behavior occurs and intervention strategies that include positive behavioral supports and services to address the behavior.

Unless the change in placement was due to behavior involving serious bodily injury, weapons, illegal drugs or controlled substances, the student must be returned to the placement from which the student was removed unless the parent and the District agree to a change of placement as part of the modification of the behavioral intervention plan.

No Finding of Manifestation

If it is determined that the student's behavior is <u>not</u> a manifestation of his/her disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the

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SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

student in the same manner and for the same duration for which they would be applied to students without disabilities, subject to the right of the parent/person in parental relation to request a hearing objecting to the manifestation determination and the District's obligation to provide a free, appropriate public education to such student.

Provision of Services Regardless of the Manifestation Determination

Regardless of the manifestation determination, students with a disability shall be provided the services necessary for them to continue to participate in the general education curriculum and progress toward meeting the goals set out in their IEP as delineated below: They must also receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications designed to address the behavior violation so it does not recur:

a) For subsequent suspensions or removals for ten (10) consecutive school days or less that in the aggregate total more than ten (10) school days in a school year but do <u>not</u> constitute a disciplinary change of placement school personnel, in consultation with at least one of the student's teachers, will determine the extent to which services are needed;

b) For suspensions or other disciplinary removals in excess of ten (10) school days in a school year which <u>do</u> constitute a disciplinary change in placement the IAES and services will be determined by the CSE.

- a) During suspensions or removals for periods of up to ten school days in a school year that do not constitute a disciplinary change in placement, students with disabilities of compulsory attendance age will be provided with alternative instruction on the same basis as nondisabled students. Students with disabilities who are not of compulsory attendance age will be entitled to receive services during suspensions only to the extent that services are provided to nondisabled students of the same age who have been similarly suspended.
- b) During subsequent suspensions or removals for periods of ten consecutive school days or less that in the aggregate total more than ten school days in a school year but do not constitute a disciplinary change in placement, students with disabilities will be provided with services necessary to enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the student's IEP and to receive, as appropriate, an FBA, behavioral intervention services and modifications that are designed to address the behavior violation so it does not recur. School personnel, in consultation with at least one of the student's teachers, will determine the extent to which services are needed, so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress in meeting the goals set out in the student's IEP.
- c) During suspensions or other disciplinary removals, for periods in excess of ten school days in a school year which constitute a disciplinary change in placement, students with disabilities will be provided with services necessary to enable the student to continue to participate in the general education curriculum, to progress toward meeting the goals set out in the student's IEP, and to receive, as appropriate, an FBA, behavioral intervention services and modifications that are designed to address the behavior violation so it does not recur. The IAES and services will be determined by the CSE.

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SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

Interim Alternative Educational Setting (IAES)

Students with disabilities who have been suspended or removed from their current placement for more than ten (10) school days may be placed in an IAES which is a temporary educational setting other than the student's current placement at the time the behavior precipitating the IAES placement occurred.

Additionally, an Impartial Hearing Officer in an expedited due process hearing may order a change in placement of a student with a disability to an appropriate IAES for up to forty-five (45) school days if the Hearing Officer determines that maintaining the current placement is substantially likely to result in injury to the students or others.

There are three (3) specific instances when a student with a disability may be placed in an IAES for up to forty-five (45) school days without regard to a manifestation determination:

- a) Where the student carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of the District; or
- b) Where a student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of the District; or
- c) Where a student has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the District. Serious bodily harm has been defined in law to refer to one of the following:
 - 1. Substantial risk of death;
 - 2. Extreme physical pain; or
 - 3. Protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.

A school function shall mean a school-sponsored or school-authorized extracurricular event or activity regardless of where such event or activity takes place, including any event or activity that may take place in another state.

School premises means in or within any building, structure, athletic playing field, playground, parking lot or land contained within the real property boundary line of a public elementary or secondary school.

School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a student with a disability who violates a code of student conduct.

In all cases, the student placed in an IAES shall:

- a) Continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress towards the goals set out in the student's IEP, and
- b) Receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

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Students	

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

The period of suspension or removal may not exceed the amount of time a non-disabled student would be suspended for the same behavior.

Suspension from BOCES

The BOCES Principal may suspend School District students from BOCES classes for a period not to exceed five (5) school days when student behavior warrants such action.

In-School Suspension

In-school suspension will be used as a lesser discipline to avoid an out-of-school suspension. The student shall be considered present for attendance purposes. The program is used to keep each student current with his/her class work while attempting to reinforce acceptable behavior, attitudes and personal interaction.

BOCES Activities

BOCES activities, such as field trips and other activities outside the building itself, are considered an extension of the school program. Therefore, an infraction handled at BOCES is to be considered as an act within the School District itself.

A student who is ineligible to attend a District school on a given day may also be ineligible to attend BOCES classes. The decision rests with the Superintendent or his/her designee.

Exhaustion of Administrative Remedies

If a parent/person in parental relation wishes to appeal the decision of the Building Principal and/or Superintendent to suspend a student from school, regardless of the length of the student's suspension, the parent/person in parental relation must appeal to the Board of Education prior to commencing an appeal to the Commissioner of Education.

Any appeal of a decision of the building principal or Superintendent to suspend a student from school, regardless of the length of the student's suspension, must be made to the Board before it can be made to the Commissioner of Education. An appeal to the Board must be commenced within 30 days from the date of the Superintendent's decision. To be timely, the appeal must be received by the District Clerk within this 30-day period.

Procedure after Suspension

When a student has been suspended and is of compulsory attendance age, immediate steps shall will be taken to provide alternative instruction which is of an equivalent nature to that provided in the student's regularly scheduled classes.

When a student has been suspended, the suspension may be revoked by the Board of Education whenever it appears to be for the best interest of the school and the student to do so. The Board of Education may also condition a student's early return to school and suspension revocation on the student's voluntary participation in counseling or specialized classes, including anger management or dispute resolution, where applicable.

(Continued)

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Students

SUBJECT: SUSPENSION OF STUDENTS (Cont'd.)

18 USC § 921 Individuals with Disabilities Education Act (IDEA), 20 USC § 1400 et seq. Gun Free Schools Act, 20 USC § 7151, as amended by the Every Student Succeeds Act (ESSA) of 2015 34 CFR Part 300 Education Law §§ 310, 2801(1), 3214, and 4402 Penal Law § 265.01 8 NYCRR §§ 100.2(1)(2), 200.4(d)(3)(i), 200.22, 275.16, and Part 201

Individuals with Disabilities Education Improvement Act of 2004 [Public Law 108-446 Section 615(k)(l)] 18 United States Code (USC) Section 921

Individuals with Disabilities Education Act (IDEA), 20 United States Code (USC) Section 1400 et seq. 20 United States Code (USC) Section 7151, as reauthorized by the No Child Left Behind Act of 2001 34 Code of Federal Regulations (CFR) Part 300

Education Law Sections 2801(1), 3214 and 4402

Penal Law Section 265.01

8 New York Code of Rules and Regulations (NYCRR) Sections 100.2(1)(2), 200.4(d)(3)(i), 200.22 and Part 201

NOTE: Refer also to Policy #7360 -- Weapons in School and the Gun-Free Schools Act

Adoption Date 3/23/09 Revision Date 8/26/19 Review Date 5/15/12

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Students

SUBJECT: IMMUNIZATION OF STUDENTS

Every child entering or attending a District school must present proof of immunization in accordance with Public Health Law Section 2164 and New York Codes, Rules and Regulations (NYCRR) Title 10, Subpart 66-1 unless a=New York State licensed physician certifies that such immunization may be detrimental to the child's health.

b) The student's parent, parents, or persons in parental relation hold genuine and sincere religious beliefs which are contrary to the requirement. In such cases, the Building Principal will make a case-by-case determination whether a parent/guardian is entitled to invoke this religious exemption from required immunizations after receiving a written and signed statement from the parent(s) or persons in parental relation to such child.

Except for the above-mentioned two exemptions, the District may not permit a student lacking evidence of immunization to remain in school for more than fourteen (14) days, or more than thirty (30) days for an out-of-state or out-of-country transferee who can show a good faith effort to get the necessary certification or other evidence of immunization.

The administration will notify the local health authority of the name and address of excluded students and provide the parent/person in parental relation a statement of his/her duty regarding immunization as well as a consent form prescribed by the Commissioner of Health. The school shall cooperate with the local health authorities to provide a time and place for the immunization of these students.

Parents, guardians or other persons in parental relation may appeal to the Commissioner of Education if their child is denied school entrance or attendance for failing to meet health immunization standards.

The District will provide an annual summary of compliance with immunization requirements to the Commissioner of Health.

For advice on a specialized immunization questions, contact the regional New York State Department of Health (NYSDOH) office directly. A complete listing of regional offices can be found on the following website:

http://ww.health.state.ny.us/prevention/immunization/handbook/section_9_appendices/appendix_1_regional_field_offices.htm

Education Law Sections 310 and 914 Public Health Law Section 2164 8 New York Code of Rules and Regulations (NYCRR) Part 136 10 New York Code of Rules and Regulations (NYCRR) Subpart 66-1

NOTE: Refer also to Policy #7131 -- Education of Homeless Children and Youth

Adoption Date 3/23/09 Revision Date 8/26/19 Review Date 5/15/12

Rocky Point Union Free School District

District Safety Plan



PROMULGATION STATEMENT

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

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

SCHOOL BOARD PRESIDENT

DATE

APPROVAL AND IMPLEMENTATION

Emergency and Crisis Response Plan

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

SUPERINTENDENT	DATE
SCHOOL BOARD PRESIDENT	DATE
HS PRINCIPAL	DATE
MS PRINCIPAL	DATE
JAE PRINCIPAL	DATE
FJC PRINCIPAL	DATE

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

Commissioner's Regulation 155.17 Project 14

INTRODUCTION

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

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

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

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

GENERAL CONSIDERATIONS

A. Purpose

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

B. Identification of School Teams

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

- > Dr. Scott O'Brien, Superintendent
- > Mrs. Susann Crossan, Assistant Superintendent
- Mr. Charles Delargy, Director of Physical Education, Health, Athletics, and Nurses
 Alternate Chief Emergency Officer
- > Mr. Paul Martinez, Director of Facilities III
- > TBD, Principal, High School
- > Mr. James Moeller, Principal, Middle School
- > Ms. Linda Murphy, Principal, Joseph A. Edgar Elementary School
- > Dr. Virginia Gibbons, Principal, Frank J. Carasiti Elementary School

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C. Concept of Operations

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

D. Plan Review and Public Comment

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

E. Mission and Goals

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

- B. The goals of The Rocky Point Union Free School District are to:
 - 1. Provide emergency response plans, services, and supplies for all facilities and employees
 - 2. Ensure the safety and supervision of students, faculty, staff and visitors to the school.
 - 3. Restore normal services as quickly as possible
 - 4. Coordinate the use of school personnel and facilities
 - 5. Provide detailed and accurate documentation of emergencies to aid in the recovery process

RISK REDUCTION/PREVENTION AND INTERVENTION

A. Facilities Initiatives

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

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

B. Training, Drills, and Exercises

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

Fire & Emergency Drills

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

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

Explanation of Terms

- A. Acronyms
- ✓ AED Automated External Defibrillator
- ✓ CERT Community Emergency Response Team
- ✓ CFR Code of Federal Regulations
- ✓ CPR Cardio-Pulmonary Resuscitation
- ✓ DWST District-wide School Safety Team
- ✓ EOC Emergency Operations Center
- ✓ EOPT Emergency Operations Planning Team
- ✓ EPI Emergency Public information
- ✓ FEMA Federal Emergency Management Agency

- ✓ Hazmat Hazardous Material
- ✓ IC Incident Commander
- ✓ ICP Incident Command Post
- ✓ ICS Incident Command System
- ✓ NIMS National Incident Management System
- ✓ SC School Commander
- ✓ SOPs Standard Operating Procedures
- ✓ UC Unified Command

Definitions

Emergency Public Information (EPI)

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

Emergency Situation

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

Emergency

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

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

Disaster

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

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

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

Hazard Analysis

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

Hazardous Material (Hazmat)

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

Inter-Local Agreement

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

Standard Operating Procedures (SOP)

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

Assumptions

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

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

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

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

Limitations

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

CONCEPT OF OPERATIONS

Objectives

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

General

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

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

OPERATIONAL GUIDANCE

Initial Response

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

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

Notification Procedures

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

Training and Exercise

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

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

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

Implementation of the Incident Command System (ICS)

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

Source and Use of Resources

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

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

Incident Command System (ICS)

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

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

Incident Command System – Emergency Operations Center (EOC) Interface

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

ORGANIZATIONAL STRUCTURE FOR EMERGENCY MANAGEMENT

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

Executive Group

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

Emergency Operations Planning Team/District-wide School Safety Team

The Emergency Operations Planning Team develops emergency operations plan for the district or schools, coordinates with local emergency services to develop functional annexes as well as annexes for specific hazards, coordinates The Rocky Point Union Free School District planning activities and recruits members of the school's emergency response teams. There will be an EOPT at the district level and planning team at each school. The Emergency Operations Planning Team at the school level includes District Emergency Management Coordinator, Principal, School Resource Officer, Counselor(s), and Nurses(s). The emergency operations planning team/district-wide school safety team members are listed in Appendix 7.

Emergency Response Team

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

PHASES OF EMERGENCY MANAGEMENT AND ASSIGNMENT OF RESPONSIBILITIES

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

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

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

Phase I - Mitigation/Prevention

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

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

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

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

Program Initiatives

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

Grade Levels	Character Education	Social Skills Development	Positive Decision Making
K to 2	 Six Pillars of Character Connecting Character to Conduct 	 Bucket Filling Program Social Skills/Friendship Groups Second Step Big Buddy, Little Buddy 	 Piloted Programs: <i>I Can Problem Solve</i> Too Good For Drugs M & M Mentoring Red Ribbon Week
3 to 5	 Six Pillars of Character Daily Words of Wisdom Connecting Character to Conduct 	 Social Skills/Friendship Groups Second Step Big Buddy, Little Buddy Peer Leadership Club 	 Too Good For Drugs Peer Mediation Caring Connections Red Ribbon Week
6 to 8	 Connecting Character to Conduct Connecting Character to Education Rachel's Challenge Student of the Month Character Counts Awards 	 Second Step Mentoring Programs Natural Helpers 	 Cyber Bullying & Internet Safety Police Smart Assemblies Red Ribbon Week
9 to 12	 Connecting Character to Conduct Challenge Day 	 Mentoring Programs Project Success 	 Conflict Mediation SADD Club Red Ribbon Week

In addition:

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

Responsibilities

The Superintendent

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

Emergency Operations Planning Team

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

Teachers

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

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

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

<u> Phase II – Preparedness</u>

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

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

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

Responsibilities

The School Board

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

The Superintendent (*Chief Emergency Officer*)

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

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

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

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

The School Principals

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

Crisis Response Teams

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

Teachers

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

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

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

Transportation (First Student Transportation)

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

<u> Phase III – Response</u>

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

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

Responsibilities

The Superintendent (*Chief Emergency Officer*)

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

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

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

The School Principals

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

Emergency Operations Planning Team

 \checkmark Provide assistance during an emergency and in accordance with designated roles.

Crisis Response Teams

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

Teachers

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

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

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

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

The School Incident Commander

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

Phase IV – Recovery

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

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

Responsibilities

The Superintendent (Chief Emergency Officer)

✓ Coordinate emergency assistance and recovery with first responders.

The District Emergency Management Coordinator and/or

The Alternate Chief Emergency Officer

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

Emergency Operations Planning Team

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

Post Incident Response Team

✓ Mobilization of the District's Mental Health professionals.

EMERGENCIES OCCURING DURING SUMMER OR OTHER SCHOOL BREAKS

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

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

DIRECTION and CONTROL

1. General

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

2. Emergency Facilities

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

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

NATIONAL TERRORISM ADVISORY SYSTEM - NTAS

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

ADMINISTRATION AND SUPPORT Agreements and Contracts

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

PLAN DEVELOPMENT AND MAINTENANCE Plan Development and Distribution of Planning Documents

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

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

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

ROCKY POINT UNION FREE SCHOOL DISTRICT

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Purchasing Procedures Manual

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PURCHASING PROCEDURES MANUAL

INTRODUCTION

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

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

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

DEFINITIONS

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

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

GENERAL MUNICIPAL LAW

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

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

- Lease/rental of personal property (Section 1725 of Education Law)
- "Lease Purchasing" agreement for instructional equipment (Section 1725-A of Education Law)
- "Installment Purchase" of equipment, machinery and apparatus (Section 109-B of General Municipal Law)
- Cooperative Bid Arrangements (Section 119-9 of General Municipal Law)
- Standardization (Section 103 of General Municipal Law)
- Transportation contracts and cafeteria contracts covered by "Education Law" are subject to same limits as "Purchase Contracts" under Section 103

of General Municipal Law 9 Section 305, Subdivision 14, Education Law)

BEST VALUE

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

"PIGGYBACKING" LAW-EXCEPTION TO COMPETITIVE BIDDING

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

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

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

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

PURCHASES DIRECTLY CHARGED TO A FEDERAL AWARD

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

Federal Awards.

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

A. GENERAL PROCUREMENT STANDARDS

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

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

f) The District alone will be responsible, in accordance with good administrative practice and

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

B. COMPETITION

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

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

a) The District will take all necessary steps to assure that minority businesses, women's

business enterprises and labor surplus area firms are used when possible.

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

D. FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW

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

THE PURCHASING AGENT

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

PROCEDURE FOR BIDS: ADVERTISEMENTS, OPENINGS, EVALUATIONS

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

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

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

Names of all persons/firms submitting bids shall be read aloud . Pricing submitted shall be read aloud and recorded by designated district personnel. Bids may be inspected at the conclusion of the bid opening. Contracts shall be awarded upon approval of the Board of Education, to the lowest responsible bidder, or based on "best value", as recommended by the appropriate district personnel in cooperation with the Purchasing Agent.

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

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

Adequate expertise, prior experience with comparable projects, financial resources necessary to perform the work outlined in the contract in a timely, competent and acceptable manner;

- reliable past performance, products or services. Such factors indicating unreliable past performance, products or services may include, but not limited to :
 - inability to provide items as awarded in previous bids
 - inability to deliver materials or services in a timely fashion as required by contract/bid documents.
 - the substitution of alternate items without notifying the district.
 - variance in any way from the prescribed procedures and/or specifications for the performance of the service or contract without the expressed permission of the district.
 - products which did not meet district standards as determined through its own testing and evaluation procedures, whether conducted in-house or through third party analysis and/or testing.
 - failure to provide independent test documentation to determine whether substitute equipment or products meet or exceed bid specifications when such testing is required.
 - failure or difficulty in providing proper certificates of insurance or performance bonds where and when required.
 - use of subcontractors which provide inferior products or services.
 - failure to provide adequate references.
 - Loss of certification as qualified installation contractor from materials suppliers;
 - failure to provide samples of alternate bid items when requested.

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

- <dengagement in criminal conduct in connection with any other government contract or the conduct of business activity that involves such crimes as extortion, bribery, fraud, bid-rigging and embezzlement;
- grave disregard for the safety of employees or members of the public. The Purchasing Agent may determine whether employees will be properly trained and whether the equipment to be used is safe and functioning properly;
- willful noncompliance with the state labor laws regarding prevailing wage and supplement payment requirements. All contracts on public work projects are required to pay their employees not less than the prevailing wage;
- disregard for other state labor laws, including child labor, proper and timely wage payments and unemployment insurance laws;

- violations of the State Workers' Compensation Law including failure to provide proof of proper workers' compensation or disability coverage;
- <violations of any state or federal environmental statutes;</pre>
- It he failure to abide by state and federal statutes and regulations regarding efforts to solicit and use disadvantaged minority and women-owned business enterprises as potential sub-contractors;
 It he submission of a bid which is mathematically or materially unbalanced;
- It is appears unlikely that the contractor will be able to complete the project satisfactorily at the price bid; or
- <the presentation of false or misleading statements or any other issue that raises serious questions
 about the responsibility of the bidder.</pre>

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

The Board must adopt the contract by resolution.

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

Bid bonds or deposits may be required, at the discretion of the Purchasing Agent, on all purchase contracts. Deposits may be required for labor or service contracts. Performance Bonds of one hundred percent (100%) of the bid price may be required for contracts at the discretion of the Purchasing Agent.

Every bid shall contain the Non-Collusive certification, properly executed by the bidder, required by Section 103-d of the General Municipal Law.

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

SUBMITTING A FORMAL BID REQUEST

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

- Requests for Capital Projects must be approved by the State Education Department prior to being acted upon by Purchasing.
- Requests must be submitted with the assurance that the money is available for materials and/or services requested.
- ≪If funding must be obtained by budgetary transfer request, transfer must be approved prior to submitting the bid request.

Specifications provided by the department must be submitted in a manner that is clear and legible, preferably typed on 8 1/2" x 11" white paper, or forms provided by Purchasing Department.

Requests must include the following:

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

≪Upon the submission of the above, the Purchasing Department will schedule advertising of bids in the legal section of the "Official District Newspaper".

After completion of the tabulation of the bids, the department submitting the request will review the data and make written recommendations in conjunction with the Purchasing Agent. It is the responsibility of the Purchasing Agent to make alternate suggestions as to procurement of goods/services, if, in the judgment of the Purchasing Agent, said alternates meeting the users' needs, and can be expeditiously and economically procured.

PURCHASE SPECIFICATIONS

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

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

The Board of Education reserves the right to reject all bids in accordance with applicable law. The award of bids may not be done in a manner that may be construed as arbitrary or capricious, but rather based on facts submitted by the lowest responsible bidder.

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

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

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

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

EVALUATION OF PRODUCTS/QUALITY CONTROL

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

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

REQUISTIONING/ORDERING

- Only the person designated as Purchasing Agent, or in the absence of the Purchasing Agent the Deputy Purchasing Agent, may commit the district to a purchase.
- ≪Only purchase order forms provided by the Purchasing Agent shall be used.
- The purchase order shall be prepared by the ordering location and signed by the authorized budget supervisor.
- Standard lists of commonly used items shall be jointly developed for all categories or groups of supplies by the Purchasing Agent and the appropriate departments. Items not specifically included on standard supply lists shall be requested on the requisition form provided by the Purchasing Department. These lists shall be used as a basis for determining the legality of obtaining quotations or formal bids. They shall also be used as a basis for ordering subsequent to approval of award recommendation.
- The purchase order shall serve as a requisition until such time as it receives final approval, this being the signature of the Purchasing Agent.
- The following are designated as "budget supervisors", authorized to approve items for purchase, ie., Superintendent, Assistant Superintendents, School Business Official, Principals, Directors, Supervisors, Coordinators, Administrative Assistants, Administrators for Physical Education, Community Education and Personnel and District Clerk. Each Budget Supervisor is responsible for compliance with the purchasing procedures adopted.
- The number of purchase orders will be kept to a minimum. Purchase orders shall be processed to conform to the purchasing schedule.
- It shall be the responsibility of the School Business Official to ensure that appropriate financial record keeping and accounting is performed.

PREPARATION OF PURCHASE ORDER

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

- Description of item requested
- Quantity required
- Code to be charged
- Vendor number
- Date
- Signature of budget supervisor
- Bid, contract number

- Delivery instructions
- Discounts as appropriate
- Ship to information
- Bill to information
- Unit price
- Total price
- In no circumstances are Purchase Orders to be mailed directly to supplier without first routing through the Purchasing Office

PROCESSING OF PURCHASE ORDER

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

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

BLANKET ORDERS

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

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

- Blanket purchase orders or open end accounts may be issued to various vendors for the purchase of items considered to be of immediate need.
- ≺Blanket purchase orders may be used:
- ≪to eliminate the necessity for the issuance of separate orders for groups of items which are purchased frequently from the same vendor. An example of this would be automotive supplies (such as spark plugs, battery cables, points, etc.) also to permit the department to purchase items of this nature on an "as needed" basis when there is no provision to maintain an inventory. The amount of the blanket purchase order shall be determined by the Purchasing Agent and the Budget Supervisor. It should be based on information available in the records covering previous fiscal years and data obtained from the Budget Supervisor. Blanket purchase orders, <u>must</u> be used only in compliance with GML 103 and 104.b. Each blanket purchase order must have a fixed maximum monetary amount.

- < The Budget Supervisor should keep a record of the purchases made to insure that they do not exceed the amount allowed by the blanket purchase order.
- When supplies are delivered or picked up, receipts, delivery slips, or other documents transmitted by the vendor will be legibly signed, and name printed by the individual receiving the supplies. When the amount allowed on the blanket purchase order is reached the order should be closed, and a new blanket purchase order typed.
- Partial payments on blanket orders shall be made on a monthly basis even when the amount is less than the minimum of \$50.00.
- All employees authorized to purchase shall carry with them, to the vendor, encumbered purchase order signed by the purchasing agent. No orders should be accepted by vendors unless they are in receipt of a signed purchase order.
- <Once a blanket purchase order is established, the open purchase order can only be increased with proper authorization by the Purchasing Agent after verifying that sufficient funds exist within the applicable appropriations budget code.

CONFIRMING ORDERS

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

PETTY CASH

- ✓Petty cash funds shall be established annually in increments of \$100 for each school building, central administrative office, and other programs designated by the Board. Such funds shall be used for the payment of properly itemized bills of nominal amounts and under conditions calling for immediate payment. Responsibility, security, and accounting of petty cash funds shall be in accordance with the regulations of the Board and Commissioner of Education. Section 170.3 of the Regulations of the Commissioner of Education.
- Original receipts and an itemized statement of expenditures must be attached to request for reimbursement of funds. Tax will not be reimbursed; all receipts should be itemized and only original receipts will be processed. Mileage should not be submitted as a petty cash expense.

INSUFFICIENT APPROPRIATIONS

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

RECEIPT/PAYMENT OF PURCHASE ORDERS

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

CANCELLATION OF ORDER

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

Appendix A

ROCKY POINT PURCHASING PROCEDURES

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

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

- 1. Purchase Contracts up to \$20,000
 - a. Contracts up to \$5,000: Verbal quotes at the discretion of the Business Office. Documentation may include notations or verbal quotes.
 - b. Contracts from \$5,001 to \$20,000: Written quotes from at least three separate vendors (if available).
- 2. Public Works Contracts up to \$35,000
 - a. Contracts up to \$7,000: At the discretion of the Business Office.
 - b. Contracts from \$7,001 to \$10,000: Documented telephone quotes from at least three separate vendors (if available).
 - c. Contracts from \$10,001 to \$35,000: Formal written quotes from at least three separate vendors (if available).

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

ROCKY POINT PURCHASING PROCEDURES

Alternative proposals or quotations will not be required for the following purchases:

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

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

ROCKY POINT PURCHASING PROCEDURES

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

Student Activity and District Sponsored Contracts:

Group:

MS and HS Student Counsel Dances Leaders Club Varsity Club Career Advisory Partnership (CAP) BANN NYC trip Senior Prom High School Production High School Production High School-PSAT/SAT HS Yearbook MS Yearbook MS Yearbook Thespian Troupe High School Jr. Prom Mark Twain Literary Awards Boys Varsity Golf

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

AUDIT COMMITTEE CHARTER Revised July 2013

Audit Committee Authority

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

Mission

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

Composite and Requisite Skills

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

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

Duties and Responsibilities

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

• External Audit Focus

 $\circ~$ Provide recommendations regarding the selection of the external auditor to the Board of Education

- Meet with the external auditor prior to commencement of the audit to, among other things, review the engagement letter, and understand the scope of the external audit process.
- Review and discuss with the external auditor any risk assessment of the district's fiscal operations developed as part of the auditor's responsibilities under governmental auditing standards for a financial statement audit and federal single audit standards, if applicable
- Receive and review the draft annual audit report and accompanying draft management letter, including the external auditor's assessment of the district's system of internal controls, and, working directly with the external auditor, assist the Board of Education in interpreting such documents
- Make a recommendation to the Board of Education on accepting the annual audit report
- Review every corrective action plan developed by the school district and assist the Board of Education in the implementation of such plan

• Internal Audit Focus

- Make recommendations to the Board of Education regarding the appointment of the internal auditor
- Assist in the oversight of the internal audit function, including reviewing the annual internal audit plan to ensure that high risk areas and key control activities are periodically evaluated and tested, and reviewing the results of internal audit activities
- Review significant recommendations and findings of the internal auditor
- Monitor implementation of the internal auditor's recommendations by management
- Participate in the evaluation of the performance of the internal audit function

Administrative Matters

- Hold regularly scheduled meetings no less than once per fiscal year
- Review and revise the Audit Committee Charter, as necessary

Meetings and Notification

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

The District Clerk will be responsible to:

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

Decision Making Process

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

Reporting Requirements

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

Review of the Charter

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



NASSAU-SUFFOLK SCHOOL BOARDS ASSOCIATION, INC.

MAILING ADDRESS: P.O. BOX 385, Bellmore, NY 11710-0385 OFFICE: 219 Bedford Avenue, Bellmore, NY 11710-0385 JOHN VERDONE, PRESIDENT Tel (516) 781-2053 Fax (516) 679-0401 e-mail: info@nssba.org LORRAINE DELLER, EXECUTIVE DIRECTOR

BILL TO

Rocky Point UFSD

INVOICE NO.	DATE	
9437	7/1/2019	

		DUE DATE
		7/1/2019
DESCRIPTION		AMOUNT
2019-2020 Annual Membership Dues		3,450.00
Please remit to PO Box 385, Bellmore, NY 11710	Total	\$3,450.00

PRE-KINDERGARTEN SERVICE AGREEMENT BETWEEN THE ROCKY POINT UNION FREE SCHOOL DISTRICT AND TRINITY LUTHERAN NURSERY SCHOOL ACADEMIC YEAR 2019-2020

This is the record of an agreement ("this Agreement") between Rocky Point Union Free School District (the "District") located at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778, and Trinity Lutheran Nursery School, with its principal place of business for purposes of this Agreement located at 716 Route 25A, Rocky Point, NY 11778 ("Contractor").

Whereas, Chapter 436 of the Laws of 1997 and Section 3602-e of the Education Law of the State of New York established the New York State Universal Pre-Kindergarten Program which is open for application and participation of public school districts; and,

Whereas, the New York State Universal Pre-Kindergarten Program provides public school districts with an opportunity to obtain funding for four-year old children to participate in a qualified pre-kindergarten program; and,

Whereas, applications for funding that contain strong collaborative arrangements with local Pre-Kindergarten providers are given preference by the State; and,

Whereas, Contractor is a duly qualified Pre-Kindergarten provider, and,

Whereas, the application of the District was successful and included the placement of forty (40) eligible District students ("Students") in the Pre-Kindergarten Program ("Program") operated by the Contractor; and,

Now, therefore, it is agreed as follows:

1. Purpose

- (a) The purpose of this Agreement is to establish the terms and conditions of an agreement between the District and the Contractor to effectuate the placement of the Students in the Program operated by the Contractor and to comply with any requirements of the New York State Universal Pre-Kindergarten Program and/or other funding requirements.
- (b) This Agreement is entered into and authorized by Section 3602-e of the Education Law of the State of New York, and by Chapter 436 of the Laws of 1997.
- (c) Contractor and its agents are duly qualified to provide Pre-Kindergarten services ("Services") through its qualified Program for District students in all respects.
- (d) Contractor agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, and competency to operate the Program

and that such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the Commissioner's Regulations, and any other applicable law, rule, or regulation to operate the Program and/or provide Services to Students.

- (e) Contractor agrees that the Program, its operation, and all Services performed within the Program will comply with all federal, state, or local laws, rules, regulations including but not limited to regulations of the Commissioner of Education, the Health Insurance Portability and Accountability Act of 1996, the Family Educational Rights and Privacy Act ("FERPA"), the No Child Left Behind Act of 2001 and any applicable such laws, rules, or regulations governing the operation of a pre-kindergarten/child care agency, including licensure by the New York State Department of Social Services.
- (f) Contractor agrees that all individuals who will have direct contact with Students will comply with all legally required criminal background and fingerprint clearance including but not limited to, requirements set forth in the New York Education Law. Necessary clearance with the Commissioner of Education must specifically identify the Rocky Point Union Free School District. Contractor must submit to the District proof of the appropriate background, fingerprinting, and other necessary clearance requirements *prior* to permitting any individual to provide Services in the Program. Proof of necessary clearance shall be sent to Human Resources located in the Rocky Point District Office.
- (g) Contractor affirmatively states that it is aware of, familiar with, and has carefully reviewed the Commissioner's Regulations pertaining to Universal Pre-Kindergarten Programs and that its Program complies with all such regulations including but not limited to those contained in 8 N.Y.C.R.R. Subparts 151-1.1 through 151-1.12. To the extent that any provision in this Agreement may conflict with such regulations, the regulations shall govern and the requirements set forth in the regulations are specifically incorporated herein by reference.

2. Services and Program Requirements

- (a) Contractor agrees that the Program will comply with all requirements set forth in 8 N.Y.C.R.R. Subparts 151-1.1 through 151-1.12 and other applicable Commissioner Regulations.
- (b) Registration. All students referred for placement in the Program must have registered with the District in the Rocky Point District Office, Registration Office.
- (c) Attendance. The Contractor shall maintain a daily record of student attendance and forward attendance information to the District each month.
 - The Contractor must notify the District's Universal Pre-Kindergarten Program Coordinator ("Coordinator") of all students who do not attend on

a regular basis and/or who are regularly late to the Program.

- (ii) Upon a determination by the Contractor or the District that attendance is deficient, a meeting with the parent shall be promptly held by the Contractor to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem, after documented interventions, must be referred in writing to the Coordinator.
- (iii) Children who do not attend class or are late for two consecutive weeks without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by the Contractor or at the discretion of the District. The Coordinator shall be promptly notified in writing that such action has been taken.
- (d) Calendar. Contractor must operate on a similar school calendar as the District. Students are required to attend the Program five days per week for two-and-a-half hours per day.
- (e) Discipline
 - (i) Students shall be suspended for attendance reasons only after notice to the Coordinator, and following the application of appropriate due process procedures which shall include, but may not be limited to, notice to the child's parent(s) or person in parental relation, and an opportunity for the child and his/her parent(s) or person in parental relation to be heard.
 - (ii) In order to suspend a student for behavioral reasons, such reasons must be documented in writing and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special needs personnel, if appropriate.
 - (iii) Notwithstanding any provision to the contrary, the Contractor may not suspend any student, for any reason, without the prior written approval of the Coordinator.
- (f) Cumulative Folders. The Contractor shall maintain cumulative folders for each Student that must contain, at minimum, notification of parent-teacher conferences/contacts and other reasonably related information applicable to the student. The cumulative folders shall be provided to the District at the end of the 2019/20 school year. Contractor must also make cumulative folders available for inspection or copying at the request of the District.
- (g) Curriculum. The Contractor shall follow the appropriate Pre-Kindergarten Curriculum and the Creative Curriculum, as approved by NYSED.

- (h) Assessment records. Assessment records must be maintained for each student and a copy thereof shall remain on file in the student cumulative folder. Assessment records are to be used in the Creative Curriculum Developmental Continuum and all of its related components.
 - Annual Assessment. The Contractor shall provide the District with a yearend assessment of its participation in the District Universal Pre-Kindergarten Program to determine the extent that goals and objectives have been met. Said assessment shall be submitted on or before July 10, 2020.
 - (j) Facilities, Supplies, and Equipment. The Contractor shall maintain appropriate and necessary equipment, supplies, and materials for all Students. Nothing herein contained shall diminish the responsibility of the Contractor to comply with the facilities" requirement set forth in 8 N.Y.C.R.R. § 151-10. Any materials provided by the District must be returned to the District upon termination of this Agreement.
 - (k) Contractor shall not disclose student education records except upon parental consent, upon forms prepared by the District, or as otherwise authorized by FERPA. Contractor shall further maintain the confidentiality of all medical, psychological, and student records of all Students in compliance with federal and state laws as well as the Commissioner's Regulations.

3. Insurance

- 1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Agency hereby agrees to effectuate the naming of the District as an additional insured on the Agency's insurance policies.
- 2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District its Board, employees and volunteers.
 - c. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so

requested, the organization will provide a copy of the policy endorsements and forms.

- 3. The Agency agrees to indemnify the District for any applicable deductibles and selfinsured retentions.
- 4. Required Insurance:

a. Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.

b. Excess Insurance

\$1,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

c. Workers' Compensation

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

d. Automobile Liability

\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

5. Agency acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The Agency is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

4. Independent Contractor; Indemnification

- (a) The relationship of the parties is that of independent contractor and any and all Services performed by Contractor and its employees or agents under this Agreement shall be performed in such capacity. None of the Contractor's employees, consultants, or agents shall hold him/herself out as, nor claim to be, an officer or employee of the District, not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the District including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, disability benefits, or retirement membership or credit. Contractor shall not have, or hold itself out as having, the authority or power to bind or create liability for the District by its acts or omissions.
- (b) Contractor shall defend with competent counsel of the District's choosing, indemnify, and hold harmless the District, including its trustee, directors, officers, employees, representatives, and agents with respect to all claims, liabilities,

injuries, losses, expenses, and/or damages as a result of, arising from or in connection with its performance and/or non-performance under this Agreement including but not limited to reasonable attorneys' fees and litigation expenses.

- (c) Subsection 4(b) shall survive any expiration, termination, or non-renewal of this Agreement.
- (d) Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with, any other person or entity.
- (e) It is agreed by Contractor and the District that neither federal, state or local income taxes nor payroll taxes of any kind, including, but not limited to F.I.C.A. or F.U.T.A., will be withheld or paid by the District on behalf of any Contractor employee, consultant, or agent. Said payments are to be made by Contractor in compliance with all federal, state, and local laws, rules or regulations. Contractor agrees to pay all applicable taxes, including income taxes, workers' compensation insurance, unemployment insurance payment, disability insurance payment, and/or any other payments that may be required under the laws, rules, or regulations of any government agency having jurisdiction over Contractor or its relationship with the District. Contractor further agrees to indemnify and hold the District harmless against any claim, cost, penalty, damage, or expense (including reasonable attorneys' fees) related to either parties nonpayment and/or underpayment of any such taxes or payments.
- (f) The District acknowledges that it shall have no ability to control the manner, means, details or methods by which Contractor performs its services under this Agreement except as provided herein and as required by federal, state, or local laws, rules, and regulations.

5. Fire Safety Requirements

Building and classrooms operated by Contractor on behalf of the District shall meet the New York State Uniform Fire Prevention and Building Code (9 N.Y.C.R.R. Parts 600 through 1250), 8 N.Y.C.R.R. §§ 151-2.7 and 155.7 or its equivalent (notwithstanding the exemption for schools in cities with populations over 125,000 persons) and Part 418 of the Regulations of the Department of Social Services (18 N.Y.C.R.R. Part 418).

6. Fees

 (a) The District has allocated two-thousand and six hundred and fifty dollars (\$2,650.00) per student for the 2019/20 school year for the placement of children in the Program operated by Contractor and all Services provided in the Program. Under no circumstances shall Contractor be entitled to more than \$106,000.00 for any and all Services rendered under this Agreement. (b) The District will make payment to Contractor at the end of each month in the amount of \$265.00 for each student. The District reserves the right, based upon non-attendance, to fill slots if they should become available throughout the school year. All calendars are due to the District at the end of each month. These calendars can be mailed to Mrs. Susan Wilson, at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778. It is expressly understood and acknowledged by Contractor that the funds for the pre-kindergarten placements contemplated hereunder are appropriated by a grant through the State of New York. In the event of diminution or cessation of then current appropriates by the State, the District reserves the right to cancel any existing placements with the Contractor.

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- (a) The Contractor shall provide the District with information relative to individuals who are responsible for the instructional program for the Students.
- (b) Contractor shall provide the District with the following information as soon as possible: description of the qualifications for all individuals providing instruction in the Program; stability of staff in relation to average duration of employment; rate of turnover; and its ability to fill vacancies in a timely manner. At minimum, this information must include certification documents, educational background and training of all teachers and paraprofessional staff who will be directly involved with providing Services to the Students.
- (c) Within two (2) days of receipt of a written notice that the District objects to the continued use of a certain individual to provide Services to Students, Contractor shall remove said individual from any and all contact with the District students. The District reserves the right, at all times, to determine in its sole discretion whether any individual is qualified to provide Services.
- (d) Contractor agrees that all teachers shall be New York State certified.
- (e) Pursuant to the Commissioner's Regulations regarding staff qualifications (8 N.Y.C.R.R. § 151-1.5) a pre-kindergarten teaching assistant providing support in a pre-kindergarten classroom shall have a teaching license or certificate valid for service in the early childhood grades pursuant to Part 80 of the Commissioner's Regulations, and for those assistants in programs for limited English proficient (LEP) children, shall have bilingual proficiency in the children's native language. Contractor shall comply with the aforesaid requirements.
- (f) Contractor shall be responsible for complying with all staff qualification
- (g) Requirements for Pre-Kindergarten Programs as set forth in 8 N.Y.C.R.R. § 151-1.5.

8. Supervision of Program

- (a) As required by the 8 N.Y.C.R.R. § 151-1.11, the Coordinator, or other designated District administrator, will supervise Program implementation and compliance with this Agreement. All issues related to this Agreement shall be first directed to the Coordinator.
- (b) The Coordinator may conduct at least one formal annual evaluation of the Program. In addition, information random visitations may take place throughout the school year. The Coordinator shall have access to all elements of the Pre Kindergarten Program including classroom visits, teacher observations, records and documents as deemed necessary by the District.

9. Term, Renewal, and Termination

- (a) Term. This Agreement shall become effective upon the signing of this Agreement by both parties (the "Effective Date") and upon ratification by the Board of Education and shall remain in effect until June 30, 2020.
- (b) Renewal. This Agreement may be reviewed annually by the parties and renewed if appropriate. Any such renewal shall be in a writing duly executed the parties.
- (c) Termination For Cause. Any party may terminate this Agreement effective immediately by providing written notice of termination for cause. "For cause" shall mean:
 - (i) Any material breach of this Agreement; or
 - (ii) Any act exposing the other party to liability to others for personal injury or property damage; or
 - (iii) Any act of fraud, theft or dishonesty in the course of performing services under this Agreement; or
 - (iv) Failure of the Contractor to comply with any requirement for a Pre-Kindergarten Program as set forth in the Regulations of the Commissioner of Education; or,
 - (v) The reduction and/or elimination of applicable funding for District participation in the Program.
- (d) Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.
- (e) All rights and obligations under this Agreement shall immediately cease upon

termination of the Agreement unless otherwise provided herein.

(f) The parties shall deal with each other in good faith during the notice of termination without cause period and continue to perform all obligations under this Agreement until the expiration of the notice period.

10. Notices

Unless otherwise stated, all notices and communications under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Notice by the District to the Contractor shall be delivered to 716 Route 25A, Rocky Point, NY 11778. Notice by the Contractor to the District shall be delivered to the Coordinator at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778.

11. Assignment

This Agreement and its respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of the other party.

12. Entire Agreement; Amendment

This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party. This Agreement may only be amended by a further written document signed by the parties.

13. Severability

Should any provision of this Agreement be finally determined by any court of competent jurisdiction or any government agency with jurisdiction over this Agreement to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement, in which case the Agreement shall be terminated.

14. Waiver

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

15. Governing Law

This Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of New York, without regard to its choice of law principles. In the event of any controversy between the parties relating to this Agreement, the controversy shall be resolved in a

court of appropriate subject matter jurisdiction located in Suffolk County, New York, unless the parties shall otherwise agree in writing. The parties consent to the personal jurisdiction of such court over them.

16. Ratification

This Agreement shall not become effective unless and until ratified by the Board of Education.

17. Headings

The headings set forth herein have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

Dated:

Trinity Lutheran Nursery School

By: Linda Sommer, Director

Dated:

Rocky Point Union Free School District

By: _

Susan Y. Sullivan President, Board of Education

PRE-KINDERGARTEN SERVICE AGREEMENT BETWEEN THE ROCKY POINT UNION FREE SCHOOL DISTRICT AND STEP BY STEP EARLY LEARNING CENTER INC. ACADEMIC YEAR 2019-2020

This is the record of an agreement ("this Agreement") between Rocky Point Union Free School District (the "District") located at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778, and Step by Step Early Learning Center Inc., with its principal place of business for purposes of this Agreement located at 138 Radio Avenue, Miller Place, NY 11764 ("Contractor").

Whereas, Chapter 436 of the Laws of 1997 and Section 3602-e of the Education Law of the State of New York established the New York State Universal Pre-Kindergarten Program which is open for application and participation of public school districts; and,

Whereas, the New York State Universal Pre-Kindergarten Program provides public school districts with an opportunity to obtain funding for four-year old children to participate in a qualified pre-kindergarten program; and,

Whereas, applications for funding that contain strong collaborative arrangements with local Pre-Kindergarten providers are given preference by the State; and,

Whereas, Contractor is a duly qualified Pre-Kindergarten provider, and,

Whereas, the application of the District was successful and included the placement of thirty-four (34) eligible District students ("Students") in the Pre-Kindergarten Program ("Program") operated by the Contractor; and,

Now, therefore, it is agreed as follows:

1. Purpose

- (a) The purpose of this Agreement is to establish the terms and conditions of an agreement between the District and the Contractor to effectuate the placement of the Students in the Program operated by the Contractor and to comply with any requirements of the New York State Universal Pre-Kindergarten Program and/or other funding requirements.
- (b) This Agreement is entered into and authorized by Section 3602-e of the Education Law of the State of New York, and by Chapter 436 of the Laws of 1997.
- (c) Contractor and its agents are duly qualified to provide Pre-Kindergarten services ("Services") through its qualified Program for District students in all respects.
- (d) Contractor agrees that it will provide individuals who have the training, skills, experience, knowledge, qualifications, and competency to operate the Program

and that such individuals are duly certified and/or qualified under applicable federal laws, the laws of the State of New York, the Commissioner's Regulations, and any other applicable law, rule, or regulation to operate the Program and/or provide Services to Students.

- (e) Contractor agrees that the Program, its operation, and all Services performed within the Program will comply with all federal, state, or local laws, rules, regulations including but not limited to regulations of the Commissioner of Education, the Health Insurance Portability and Accountability Act of 1996, the Family Educational Rights and Privacy Act ("FERPA"), the No Child Left Behind Act of 2001 and any applicable such laws, rules, or regulations governing the operation of a pre-kindergarten/child care agency, including licensure by the New York State Department of Social Services.
- (f) Contractor agrees that all individuals who will have direct contact with Students will comply with all legally required criminal background and fingerprint clearance including but not limited to, requirements set forth in the New York Education Law. Necessary clearance with the Commissioner of Education must specifically identify the Rocky Point Union Free School District. Contractor must submit to the District proof of the appropriate background, fingerprinting, and other necessary clearance requirements *prior* to permitting any individual to provide Services in the Program. Proof of necessary clearance shall be sent to Human Resources located in the Rocky Point District Office.
- (g) Contractor affirmatively states that it is aware of, familiar with, and has carefully reviewed the Commissioner's Regulations pertaining to Universal Pre-Kindergarten Programs and that its Program complies with all such regulations including but not limited to those contained in 8 N.Y.C.R.R. Subparts 151-1.1 through 151-1.12. To the extent that any provision in this Agreement may conflict with such regulations, the regulations shall govern and the requirements set forth in the regulations are specifically incorporated herein by reference.

2. Services and Program Requirements

- (a) Contractor agrees that the Program will comply with all requirements set forth in 8 N.Y.C.R.R. Subparts 151-1.1 through 151-1.12 and other applicable Commissioner Regulations.
- (b) Registration. All students referred for placement in the Program must have registered with the District in the Rocky Point District Office, Registration Office.
- (c) Attendance. The Contractor shall maintain a daily record of student attendance and forward attendance information to the District each month.
 - (i) The Contractor must notify the District's Universal Pre-Kindergarten Program Coordinator ("Coordinator") of all students who do not attend on

a regular basis and/or who are regularly late to the Program.

- (ii) Upon a determination by the Contractor or the District that attendance is deficient, a meeting with the parent shall be promptly held by the Contractor to determine the reasons for the attendance problem and to identify steps to resolve the attendance problem. Inability to resolve the problem, after documented interventions, must be referred in writing to the Coordinator.
- (iii) Children who do not attend class or are late for two consecutive weeks without an appropriate medical excuse or other reasonable explanation shall be removed from the roster by the Contractor or at the discretion of the District. The Coordinator shall be promptly notified in writing that such action has been taken.
- (d) Calendar. Contractor must operate on a similar school calendar as the District. Students are required to attend the Program five days per week for two-and-a-half hours per day.
- (e) Discipline
 - (i) Students shall be suspended for attendance reasons only after notice to the Coordinator, and following the application of appropriate due process procedures which shall include, but may not be limited to, notice to the child's parent(s) or person in parental relation, and an opportunity for the child and his/her parent(s) or person in parental relation to be heard.
 - (ii) In order to suspend a student for behavioral reasons, such reasons must be documented in writing and shall be preceded by application of appropriate non-suspension interventions, parent input and involvement, and involvement of special needs personnel, if appropriate.
 - (iii) Notwithstanding any provision to the contrary, the Contractor may not suspend any student, for any reason, without the prior written approval of the Coordinator.
- (f) Cumulative Folders. The Contractor shall maintain cumulative folders for each Student that must contain, at minimum, notification of parent-teacher conferences/contacts and other reasonably related information applicable to the student. The cumulative folders shall be provided to the District at the end of the 2019/20 school year. Contractor must also make cumulative folders available for inspection or copying at the request of the District.
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- 2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
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\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.

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- (d) Nothing in this Agreement shall restrict Contractor from providing Services or otherwise engaging in business with, any other person or entity.
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9. Term, Renewal, and Termination

- (a) Term. This Agreement shall become effective upon the signing of this Agreement by both parties (the "Effective Date") and upon ratification by the Board of Education and shall remain in effect until June 30, 2020.
- (b) Renewal. This Agreement may be reviewed annually by the parties and renewed if appropriate. Any such renewal shall be in a writing duly executed the parties.
- (c) Termination For Cause. Any party may terminate this Agreement effective immediately by providing written notice of termination for cause. "For cause" shall mean:
 - (i) Any material breach of this Agreement; or
 - (ii) Any act exposing the other party to liability to others for personal injury or property damage; or
 - (iii) Any act of fraud, theft or dishonesty in the course of performing services under this Agreement; or
 - (iv) Failure of the Contractor to comply with any requirement for a Pre-Kindergarten Program as set forth in the Regulations of the Commissioner of Education; or,
 - (v) The reduction and/or elimination of applicable funding for District participation in the Program.
- (d) Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party.
- (e) All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.

(f) The parties shall deal with each other in good faith during the notice of termination without cause period and continue to perform all obligations under this Agreement until the expiration of the notice period.

10. Notices

Unless otherwise stated, all notices and communications under this Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, or certified mail, return receipt requested. Notice by the District to the Contractor shall be delivered to 138 Radio Avenue, Miller Place, NY 11764. Notice by the Contractor to the District shall be delivered to the Coordinator at 90 Rocky Point-Yaphank Road, Rocky Point, New York 11778.

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This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings, or representations, whether oral or written, by either party. This Agreement may only be amended by a further written document signed by the parties.

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14. Waiver

The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not constitute a waiver of such provisions or right. A waiver is effective only if in writing and signed and delivered by the waiving party.

15. Governing Law

This Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of New York, without regard to its choice of law principles. In the event of any controversy between the parties relating to this Agreement, the controversy shall be resolved in a court of appropriate subject matter jurisdiction located in Suffolk County, New York, unless the parties shall otherwise agree in writing. The parties consent to the personal jurisdiction of such court over them.

16. Ratification

This Agreement shall not become effective unless and until ratified by the Board of Education.

17. Headings

The headings set forth herein have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

Dated:

Step By Step Early Learning Center Inc.

Dated: _____

Rocky Point Union Free School District

By:

Susan Y. Sullivan President, Board of Education



ROCKY POINT SCHOOL DISTRICT

2020-2021 DRAFT BUDGET DEVELOPMENT CALENDAR

DATE	(S)	ACTION
10/11/2019	Friday	Preliminary Budget Meeting all Administrators/ Distribution of all Budget Materials
10/14/2019 - 10/18/2019	Various	Review of Budgets with Principals and Directors
11/8/2019	Friday	Return Budget Request forms to the Business Office
12/13/2019	Friday	Submission of Completed Draft Budget to the Superintendent
12/20/2019	Friday	Submission of Draft Budget to the Board of Education by the Superintendent
1/13/2020	Monday - 6:00 PM	Budget Workshop
2/03/2020	Monday - 6:00 PM	Budget Workshop
2/28/2020	Friday	Submission of the Property Tax Cap Worksheet
2/28/2020	Friday	Board of Education Candidate Petitions Available for Pick-Up
3/16/2020	Monday	Board Meeting and Budget Overview
4/15/2020	Wednesday	Application for Absentee Ballots Available for Pick Up at the Office of the District Clerk
4/20/2020	Monday	Deadline for Submission of Petitions for the Board of Education Candidates
4/21/2020	Tuesday	Adoption of the 2020-21 Budget, BOE Meeting (Property Tax Report Card must be Approved by the Board)
4/21/2020	Tuesday	Salary Disclosure Notice Submission to State
4/22/2020	Wednesday	Submission and Publication of the Property Tax Report Card
4/22/2020	Wednesday	Finalize the Budget Brochure
4/27/2020	Monday	Budget and Required Attachments Must be Made Available Upon Request at Each School Building.
5/5/2020	Tuesday – 7:00 PM	Public Hearing on the School Budget
5/6/2020	Wednesday	Mail School Budget Notice to all Qualified Voters
5/12/2020	Tuesday	Special Voter Registration Day 9 AM to 9 PM at the High School
5/12/2020	Tuesday	Deadline to Receive an Absentee Ballot Application by Mail
5/12/2020	Tuesday	Last Day Qualified Voters May Register with the District
5/19/2020	Tuesday	School Budget Vote and Annual Election

2018-19 APPR IMPLEMENTATION CERTIFICATION FORM FOR DISTRICT OR BOCES:

This form can be completed electronically and submitted through <u>the NYSED Business Portal</u> or downloaded, signed and uploaded to <u>the NYSED Business Portal</u>.

By signing this document, the school district or BOCES certifies that the version of the APPR plan most recently approved by the Department for implementation during the 2018-19 school year constitutes the district's or BOCES' complete Annual Professional Performance Review (APPR) plan for the 2018-19 school year, that all provisions of the APPR plan that are subject to collective negotiations have been resolved pursuant to the provisions of Article 14 of the Civil Service Law and that such plan complies with the requirements of Education Law §3012-d and Subpart 30-3 of the Rules of the Board of Regents, as applicable, and has been adopted by the governing body of the school district or BOCES. The school district or BOCES, where applicable, also certifies that upon information and belief, all statements made in that plan are true and accurate and that any applicable collective bargaining agreements for teachers and principals are consistent with and/or have been amended and/or modified or otherwise resolved to the extent required by Article 14 of the Civil Service Law, as necessary to require that all classroom teachers and building principals will be evaluated using a comprehensive annual evaluation system that rigorously adheres to Education Law §3012-d and Subpart 30-3 of the Rules of the Board of Regents, as applicable.

The school district or BOCES also certifies that the most recent version of the APPR plan approved by the Commissioner for implementation in the 2018-19 school year is the sole plan that will be fully implemented by the school district or BOCES during the 2018-19 school year; that there are no collective bargaining agreements, memoranda of understanding or any other agreements in any form that prevent, conflict or interfere with full implementation of the APPR plan; and that no material changes will be made to the plan through collective bargaining or otherwise except with the approval of the Commissioner in accordance with Subpart 30-3 of the Rules of the Board of Regents. The school district also acknowledges that if approval of this APPR plan is rejected or rescinded for any reason, any State aid increases received as a result of the Commissioner's approval of this APPR plan will be returned or forfeited to the State.

The school district or BOCES also make the following specific certifications with respect to their APPR plan and submission of 2018-19 APPR plan data:

- Assure that the original overall rating or transition overall rating, calculated pursuant to Subpart 30-3.17 of the Rules of the Board of Regents, as applicable, will be used as a significant factor for employment decisions and teacher and principal development;
- Assure that all lead evaluators for teachers and principals have been properly trained and have received certification and recertification, as necessary, in accordance with Subpart 30-3.10 of the Rules of the Board of Regents for the 2018-19 school year;
- Assure that all evaluators for teachers and principals have been properly trained to conduct evaluations for the 2018-19 school year, as necessary, in accordance with Subpart 30-3.10 of the Rules of the Board of Regents;
- Assure that all evaluators and lead evaluators for teachers and principals, including impartial and independent observers and peer observers, as applicable, will be properly trained and that lead evaluators will be certified and recertified, as necessary, in accordance with Subpart 30-3.10 of the Rules of the Board of Regents for the 2019-20 school year;
- Assure that all data will be submitted to the Commissioner by July 1, 2019, to the extent practicable, and no later than October 18, 2019;
- Assure that the Statement of Confirmation of 2018-19 Staff Evaluation Rating Verification Report form will be signed by the district/BOCES official responsible for verifying the data provided in the Staff Evaluation Rating Verification report and submitted to the Commissioner by October 25, 2019;
- Assure that all data submitted to the Commissioner by October 18, 2019 will be a complete and accurate representation of the information requested and includes the Student Performance Category, Teacher Observation or Principal School Visit Category, and final composite rating, for all teachers and principals employed by the district or BOCES, for the 2018-19 school year, and will include the original or transition scores and ratings for all applicable teachers and principals;
- Assure that all data for the Student Performance Category, Teacher Observation or Principal School Visit Category, and final composite rating, for all teachers and principals employed by the district or BOCES, for the 2018-19 school year is certified by the superintendent and maintained in a central database and will include the original or transition scores and ratings for all applicable teachers and principals. The Department reserves the right to require your district or BOCES to provide this data at any time for auditing purposes;
- Assure that the district will keep a record of who the lead evaluator(s) and evaluator(s), including impartial and
 independent observers and peer observers, as applicable, are for each teacher and principal observation/school
 visit that will be conducted during the 2019-20 school year. The Department reserves the right to require your
 district to provide this information any time for monitoring purposes;

- Assure that the Department approved APPR plan, in its entirety, has been posted on the district or BOCES website;
- Assure that the most recently approved APPR plan approved by the Department shall be implemented for the 2019-20 school year.

Signatures, dates

Superintendent Signature:

Date:

Superintendent Name (print):

Board of Education President Signature: Date:

Board of Education President Name (print):

ROCKY POINT FURLIC SCHOOLS

SURPLUS EQUIPMENT DISPOSAL

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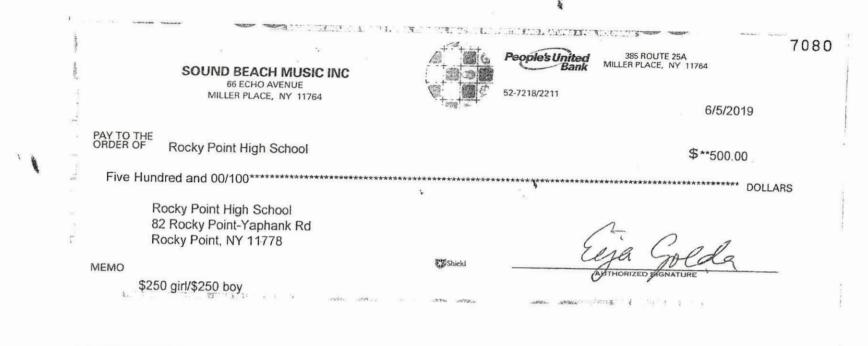
Interim Assistant Superintendent Signature

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SOUND BEACH MUSIC INC

Rocky Point High School

6/5/2019

500.00

7080

SCNB-PUB \$250 girl/\$250 boy

500.00

400 Doansburg Road, Box 719 Brewster, NY 10509-0719 845.279.2995 www.greenchimneys.org GC Tax ID: 14-1568025



May 29, 2019

Rocky Point UFSD 90 Rocky Point – Yaphank Road Rocky Point, NY 11778 Attn: Sue Artura, Special Education

Dear Sue Artura,

Enclosed please find the signed contract between Rocky Point UFSD and Green Chimneys School for the period of July 1, 2019 to June 30, 2020.

Please send back to us a completed contract with all signatures.

If you have any other questions, please contact me at smaddock@greenchimneys.org or (845) 279-2995 x 133.

Thank you.

Sincerely,

Steven Maddock

Steven Maddock Accounts Receivable

JULI 1 2 2019

400 Doansburg Road, Box 719 Brewster, NY 10509-0719

Tel: 845.279.2995 Fax: 845.279.3077



Green Chimneys Children's Services 400 Doansburg Road Brewster, New York 10509 Telephone: (845) 279-2995

SCHOOL INSTRUCTIONAL AGREEMENT

THIS AGREEMENT, made this 8th day of May, 2019, by and between Green Chimneys Children's Services (hereinafter referred to as the "SERVICE PROVIDER"), as the party of the first part, having its principal place of business for purposes of this Agreement at 400 Doansburg Road-Caller Box 719, Brewster, NY 10509, and Rocky Point Union Free School District (hereinafter referred to as the "SCHOOL DISTRICT"), as the party of the second part, having its principal place of business located 90 Rocky Point - Yaphank Rd, Rocky Point, NY 11778

WITNESSETH:

WHEREAS, pursuant to Education Law, the School District is authorized by law to contract with institutions within the State of New York for the instruction of children with disabilities in those situations where the SCHOOL DISTRICT is unable to provide for the education of children with disabilities in special classes in the public schools; and

WHEREAS, the SERVICE PROVIDER is a registered non-public school chartered by the Board of Regents of the University of the State of New York as a non-profit education corporation authorized to establish, conduct, operate and maintain an educational program for children with disabilities; and

WHEREAS, the SCHOOL DISTRICT desires that the SERVICE PROVIDER provide instruction to the students enrolled in the program operated by the SERVICE PROVIDER; and

WHEREAS, the SERVICE PROVIDER warrants that it has reviewed the individualized education program ("IEP") of each pupil to be enrolled in its program, and represents that it will provide the level of services identified in the IEP to meet the needs of such children; and

WHEREAS, the SERVICE PROVIDER is capable of and willing to provide the within services to the SCHOOL DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

- 1. <u>TERM OF AGREEMENT</u>: This Agreement shall be in effect for the period July 1, 2019 to June 30, 2020 unless terminated earlier, as set forth herein.
- 2. <u>SCOPE OF SERVICES</u>: The SERVICE PROVIDER shall provide adequate instruction, related services and/or a facility to students enrolled at the SERVICE PROVIDER'S facility during the

school year. The education provided by the SERVICE PROVIDER shall be appropriate to the mental ability and recommend physical condition of the children and in accordance with Commissioner's Regulations, all applicable Federal, State and local statutes, rules and ordinances. The SERVICE PROVIDER agrees to provide services in accordance with the State Education Department's regulations, using only professionals/service providers certified by the New York State Education Department. All services shall be provided in strict compliance with the student's IEP. The SERVICE PROVIDER further agrees that all disciplinary measures for disabled students will be conducted in accordance with applicable Federal, State and local laws, rules and regulations. The SERVICE PROVIDER shall provide the following services, consisting of, but not limited to, the following:

- i. Services based on individual student IEPs;
- ii. The implementation of goals and objectives for the educational services provided as per each individual student's IEP;
- iii. The completion of progress reports regarding student achievement of objectives as per report card schedules;
- Provide the Committee on Special Education (CSE) with annual progress reports for each individual student receiving service to be reviewed at each student's CSE meeting;
- v. Attend all such CSE meetings;
- vi. Complete evaluations as per the request of the Director of Special Education on an as needed basis; and
- vii. Comply with any testing requirements upon notification of such review dates.

3. PAYMENT SCHEDULE:

- a. In full consideration for the educational services to be rendered by the SERVICE PROVIDER to the SCHOOL DISTRICT for the period of this Agreement, the SCHOOL DISTRICT will pay to the SERVICE PROVIDER, for each child, the applicable tuition rate set by the State Education Department, based on the child's program.
- b. If the tuition rates for this school year are not available at the beginning of the school year, the SCHOOL DISTRICT shall pay the rates applicable to the previous school year until new rates are set, at which time the parties shall adjust future tuition payments so that the SERVICE PROVIDER will be paid in accordance with the rates applicable to that current school year. Any overpayments will be reimbursed by the SERVICE PROVIDER to the SCHOOL DISTRICT.
- c. The SCHOOL DISTRICT shall be responsible for payment of the tuition as provided for in this Agreement as long as the child is enrolled in the SERVICE PROVIDER's program. The SCHOOL DISTRICT reserves the right to add or delete a child covered by this Agreement at any time during the school term upon seven (7) days written notice to the SERVICE PROVIDER.
- 4. INVOICE DUE ON MONTHLY BASIS: The SERVICE PROVIDER will submit an invoice for services rendered on a monthly basis, and payment to the SERVICE PROVIDER shall be made within thirty (30) days from receipt of invoice from the SERVICE PROVIDER. Billing for partial months will be rendered only during the Admission and Discharge of a student. The invoice shall include type(s) of services rendered, the names of the students who received services and fees payable. The SCHOOL DISTRICT shall give the SERVICE PROVIDER notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the SCHOOL DISTRICT's rights or prevent the

SCHOOL DISTRICT from availing itself of any remedy or course of action it has at law or in equity at a later date.

- All employees of the SERVICE PROVIDER shall be deemed 5. INDEPENDENT CONTRACTOR: employees of the SERVICE PROVIDER for all purposes and the SERVICE PROVIDER alone shall be responsible for their work, personal conduct, direction, and compensation. The SERVICE PROVIDER acknowledges that it will not hold itself, its officers, employees and/ or agents out as employees of the SCHOOL DISTRICT. The SERVICE PROVIDER is retained by the SCHOOL DISTRICT only for the purposes and to the extent set forth in this Agreement, and its relationship to the SCHOOL DISTRICT shall, during the periods of its services hereunder, be that of an independent contractor. The SERVICE PROVIDER shall not be considered as having employee status and shall not be entitled to participate in any of the SCHOOL DISTRICT's workers' fringe benefits, unemployment insurance, liability compensation, retirement, insurance, disability insurance, or other similar employee benefit programs. Similarly, the SERVICE PROVIDER, its officers, its employees and/ or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the SCHOOL DISTRICT. The SERVICE PROVIDER agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. The SERVICE PROVIDER shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. The SERVICE PROVIDER shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the SCHOOL DISTRICT and its employees.
- 6. EXPENSES OF SERVICE PROVIDER: The SERVICE PROVIDER shall be responsible for all costs and expenses incurred by the SERVICE PROVIDER that are incident to the performance of services for the SCHOOL DISTRICT, including, but not limited to, all tools, vehicles, or other equipment to be provided by the SERVICE PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against the SERVICE PROVIDER and all other of SERVICE PROVIDER's costs of doing business. The SCHOOL DISTRICT shall not be responsible for any expenses incurred by the SERVICE PROVIDER in performing services for the SCHOOL DISTRICT.
- 7. INCOME TAX DESIGNATION AND INDEMNIFICATION: The SCHOOL DISTRICT shall not withhold from sums payable to the SERVICE PROVIDER under this Agreement any amounts for Federal, State, or local taxes including Federal or State income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The SERVICE PROVIDER agrees that any tax obligation of the SERVICE PROVIDER arising from the payments made under this Agreement will be the SERVICE PROVIDER's sole responsibility. The SERVICE PROVIDER will indemnify the SCHOOL DISTRICT for any tax liability, interest, and/ or penalties imposed upon the SCHOOL DISTRICT by any taxing authority based upon the SCHOOL DISTRICT's failure to withhold any amount from the payments for tax purposes.
- 8. <u>RESPONSIBILITY FOR PAYMENT OF SERVICES</u>: No parent or guardian or any other person shall be required to make any payment for services on behalf of any child covered by this Agreement. The SERVICE PROVIDER and its employees shall not share or accept any fee or gratuity from the student or student's family for services provided pursuant to this Agreement.
- SCHOOL DISTRICT'S RIGHT TO EXAMINE ACCOUNTING RECORDS: The SCHOOL DISTRICT shall have the right to examine any and all accounting records of the SERVICE PROVIDER as

they pertain to tuition and related service costs. For purposes of this Agreement, the definition and calculation of enrollment and attendance shall be determined by the SCHOOL DISTRICT, in accordance with section 175.6 of the Regulations of the Commissioner of Education.

- 10. LICENSE AND AUTHORIZATION: The SERVICE PROVIDER warrants that it is duly licensed and authorized to perform the services as described herein. The SERVICE PROVIDER warrants that it will provide the SCHOOL DISTRICT with licensed and qualified individuals. The SERVICE PROVIDER further represents that such services shall be performed by individuals that are licensed under the laws of the State of New York, inclusive of the State Education Department Licensing requirements. The SERVICE PROVIDER shall certify that all such individuals possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders. Where applicable, the SERVICE PROVIDER agrees to submit to the SCHOOL DISTRICT proof of certification and/or professional licensing of all individuals providing services to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The SERVICE PROVIDER further agrees to complete and submit, upon the request of the SCHOOL DISTRICT, all forms to document the evaluation and services provided to Medicaid eligible school aged students, 5-21 years old, classified with a disability or suspected of having a disability for Medicaid reimbursement purposes. The individuals who are furnishing services hereunder shall be subject to the approval of the SCHOOL DISTRICT. The SCHOOL DISTRICT reserves the right to reject the placement of any individual.
- 11. <u>SAVE LEGISLATION</u>: The SERVICE PROVIDER understands and agrees that it is responsible for complying with all applicable Federal, State, local statutes, rules, and ordinances including the New York State Safe Schools Against Violence in Education (SAVE) legislation. The SERVICE PROVIDER shall adhere to all requirements and protocols as established by the SCHOOL DISTRICT and the State Education Department of New York: to wit, but not limited to, fingerprinting. The SERVICE PROVIDER further agrees and understands that all individuals providing services under this Agreement must be cleared by the New York State Education Department in accordance with the provisions contained in the SAVE Legislation Prior to providing services to the SCHOOL DISTRICT. In the event that the SERVICE PROVIDER utilizes a provider who has not obtained fingerprinting clearance with the State Education Department, the SCHOOL DISTRICT shall have the right to immediately terminate the within contract.
- 12. <u>ATTENDANCE RECORDS</u>: The SERVICE PROVIDER shall maintain attendance records which shall be submitted to the SCHOOL DISTRICT at the end of each month. If a child has been absent for a period of five (5) or more consecutive days, the attendance record shall indicate the reason for that absence.
- 13. <u>REPORTS OF STUDENTS</u>: The SERVICE PROVIDER will obtain whatever releases or other legal documents that are necessary in order that the SERVICE PROVIDER may render full and complete reports concerning the education and progress of the students covered by the terms of this Agreement. The full responsibility for obtaining such clearances rests on the SERVICE PROVIDER. Any failure to carry out such responsibility shall permit the Commissioner of Education to withdraw approval for the placement of such child in such program, in which event this Agreement shall be canceled forthwith in regard to such child for whom such releases are not submitted.

- 14. <u>REPORTS TO STATE</u>: The SERVICE PROVIDER hereby agrees to furnish to the State all reports, audits, etc. required to make determinations as to eligibility under the provisions of the Regulations of the Commissioner of Education. Such materials shall be furnished at such times as are required by the State. Failure to submit required materials within ten (10) days of demand or as required by regulations shall constitute grounds for the SCHOOL DISTRICT to terminate this Agreement. The SERVICE PROVIDER agrees to provide the State access to all relevant records which the State requires to determine either the SERVICE PROVIDER's or the SCHOOL DISTRICT's compliance with applicable Federal or State statutes or regulations with the effect of law, which regulate either the execution of the Agreement or the performance of obligations under the Agreement. The SERVICE PROVIDER agrees to retain all materials and records relevant to the execution or performance of the Agreement in accordance with the provision of section 74.21 of volume 34 of the Code of Federal Regulations, but in no event less than six (6) years from the date of this Agreement.
- 15. <u>REPORTS TO SCHOOL DISTRICT</u>: The SERVICE PROVIDER hereby agrees to furnish written reports of each pupil's educational progress to the SCHOOL DISTRICT. The SERVICE PROVIDER will render such reports to the SCHOOL DISTRICT at any time that such reports are made to the parents of the students covered by the terms of this Agreement, and will render such additional reports as may be required by the SCHOOL DISTRICT. At a minimum, all reports shall be furnished at the end of each semester, i.e., January 31st and June 30th. Any and all reports shall be furnished upon termination of the Agreement. The SERVICE PROVIDER shall provide such additional information concerning the student's progress as may be required by the SCHOOL DISTRICT.
- 16. <u>COMMISIONER VISITS</u>: The SERVICE PROVIDER shall be subject to the visitation of the Commissioner of Education or his/her designated representative(s).
- 17. <u>AUTHORIZATION OF SCHOOL DISTRICT</u>: The SERVICE PROVIDER shall coordinate all instruction through the Pupil Personnel Services Office or any other authorized office of the SCHOOL DISTRICT.
- 18. <u>STUDENT PRESCRIPTIONS</u>: Where applicable, the SCHOOL DISTRICT shall obtain all medical prescriptions from the parent/guardian of students referred to the SERVICE PROVIDER. The SCHOOL DISTRICT shall forward copies of these prescriptions to the SERVICE PROVIDER upon its written request.

19. TERMINATION NOTICE:

- a. This Agreement may be terminated by the SCHOOL DISTRICT upon seven (7) days' written notice to the SERVICE PROVIDER. In the event of such termination, the parties will adjust the accounts due and payable to the SERVICE PROVIDER for services rendered. The SERVICE PROVIDER will not incur any additional expenses upon receipt of the SCHOOL DISTRICT's notification that the SERVICE PROVIDER's services have been terminated. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder. In the event of termination, all reports and services due to the SCHOOL DISTRICT must be completed by the SERVICE PROVIDER within thirty (30) days of the termination date.
- b. This Agreement may be terminated by the SCHOOL DISTRICT in the event of a material breach by the SERVICE PROVIDER, upon seven (7) days written notice from the SCHOOL

DISTRICT to the SERVICE PROVIDER.

- 20. <u>CONFIDENTIALITY</u>: The SERVICE PROVIDER, its employees, and/ or agents agree that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. The SERVICE PROVIDER, its employees, and/ or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. The SERVICE PROVIDER further agrees that any information received by the SERVICE PROVIDER, its employees, and/ or agents during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the SCHOOL DISTRICT, its employees, and/ or agents in full confidence and will not be revealed to any other persons, firms, or organizations. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/ or termination of this Agreement.
- 21. <u>HIPAA</u>: Both parties to this Agreement understand that they may receive and/or come into contact with *protected health information* as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.
- 22. INDEMNIFICATION and HOLD HARMLESS PROVISION: The SERVICE PROVIDER further agrees that it shall defend, indemnify and hold harmless the SCHOOL DISTRICT, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the SERVICE PROVIDER or any of its officers, directors, agents or employees taken or made with respect to this Agreement. The SERVICE PROVIDER is not indemnifying the SCHOOL DISTRICT for any claims arising out of the SCHOOL DISTRICT'S negligence or willful misconduct during the term of this Agreement.
- 23. INSURANCE PROVISION: The SERVICE PROVIDER shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as will protect the SERVICE PROVIDER and the SCHOOL DISTRICT from claims set forth below for which the SERVICE PROVIDER may be legally liable, whether such operations be by the SERVICE PROVIDER or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the SERVICE PROVIDER hereby agrees to effectuate the naming of the SCHOOL DISTRICT as an additional insured on the SERVICE PROVIDER's insurance policies, with the exception of workers' compensation, N.Y. State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract. The policy naming the SCHOOL DISTRICT as an additional insured shall:
 - a. Purchase an insurance policy from an A.M. Best rated "secured" insurer, licensed in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the SCHOOL DISTRICT, its Board, employees and volunteers.
 - c. The SCHOOL DISTRICT shall be listed as an additional insured by using endorsement

CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.

- d. The certificate of insurance must describe the specific services provided by the SERVICE PROVIDER (e.g. physical therapy, psychological services) that are covered by the commercial general liability policy and the umbrella policy.
- e. At the SCHOOL DISTRICT's request, the SERVICE PROVIDER shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the SERVICE PROVIDER will provide a copy of the policy endorsements and forms.
- f. The SERVICE PROVIDER agrees to indemnify the SCHOOL DISTRICT for any applicable deductibles and self-insured retentions.
- g. Required Insurance:
 - i. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - Workers' Compensation and N.Y.S. Disability: Statutory Workers' ii. Compensation, Employers' Liability and N.Y.S. Disability Benefits Proof of coverage must be on the Insurance for all employees. approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A selfemployed person and certain partners and corporate officers are excluded from the definition of "employee" pursuant to Workers' Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers' Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. submitted The form may be completed and online: http//www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExe mptionOverciew.jsp
 - iii. Professional Errors and Omissions Insurance: \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the SERVICE PROVIDER performed under the contract for the SCHOOL DISTRICT. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.
 - iv. Excess Insurance: \$1,000,000 each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
 - h. The SERVICE PROVIDER acknowledges that failure to obtain such insurance on behalf of the SCHOOL DISTRICT constitutes a material breach of contract. The SERVICE PROVIDER is to provide the SCHOOL DISTRICT with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the SCHOOL DISTRICT to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the SCHOOL DISTRICT.
 - i. The SERVICE PROVIDER is a member/ owner of the NY Schools Insurance Reciprocal (NYSIR). The SERVICE PROVIDER further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the SCHOOL DISTRICT but also the NYSRI, as the SCHOOL DISTRICT's insurer.
 - j. In the event that any of the insurance coverage to be provided by the SERVICE PROVIDER contains a deductible, the SERVICE PROVIDER shall indemnify and hold the SCHOOL DISTRICT harmless from the payment of such deductible, which

deductible shall in all circumstances remain the sole obligation and expense of the SERVICE PROVIDER.

- k. The SERVICE PROVIDER shall provide the SCHOOL DISTRICT with evidence of the above insurance requirements upon execution of the within Agreement. The SERVICE PROVIDER further acknowledges that its failure to obtain or keep current the insurance coverage required by this Agreement shall constitute a material breach of contract and subjects the SERVICE PROVIDER to liability for damages including, but not limited to, direct, indirect, consequential, special and any other damages the SCHOOL DISTRICT sustains as a result of this breach. In addition, the SERVICE PROVIDER shall be responsible for the indemnification to the SCHOOL DISTRICT of any and all costs associated with such lapse in coverage including, but not limited to, reasonable attorneys' fees.
- Prior to commencement of its services, the SERVICE PROVIDER shall obtain and pay for insurance as may be required to comply with the indemnification and hold harmless provisions outlined under this Agreement.
- 24. <u>NOTICES:</u> Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed, addressed as follows:

To the SERVICE PROVIDER:	Green Chimneys Children's Services 400 Doansburg Road–Call Box 719, Brewster, NY 10509
To the SCHOOL DISTRICT:	Rocky Point Union Free School District 90 Rocky Point - Yaphank Rd, Rocky Point, NY 11778

- 25. ASSIGNMENT OF CONTRACT: The SERVICE PROVIDER shall not assign, transfer or convey any of its respective rights or obligations under this Agreement without the prior written consent of SCHOOL DISTRICT.
- 26. **DISCRIMINATION:** Services provided pursuant to this Agreement shall be provided without regard to age, race, creed, color, religion, national origin, sexual orientation, military status, sex, gender, disability, predisposing genetic characteristics, marital status or other applicable discriminatory classification under federal and state law.
- 27. NEW YORK STATE LAWS: This Agreement shall be governed by the laws of the State of New York.
- 28. <u>SEVERABILITY:</u> If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 29. NO PRIOR AGREEMENTS: This Agreement constitutes the full and complete Agreement between the SCHOOL DISTRICT and the SERVICE PROVIDER, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written

consent of the parties.

- 30. <u>AGREEMENT CONSTRUCTION</u>: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
- 31. <u>REPRESENTATIONS AND WARRANTIES:</u> The SERVICE PROVIDER represents and warrants: 1) that the SERVICE PROVIDER has no obligations, legal or otherwise, inconsistent with the terms of this Agreement; 2) that the performance of the services to be provided in this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and 3) that the SERVICE PROVIDER has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Agreement.
- 32. **AMENDMENT:** This Agreement may be amended only in writing and signed by the parties.
- 33. <u>NON-WAIVER</u>: No action or failure to act by the SERVICE PROVIDER or the SCHOOL DISTRICT shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- 34. <u>CHARTER:</u> The SERVICE PROVIDER shall maintain its charter as an approved educational program from the Regents of the University of the State of New York. It is understood and agreed by the parties that failure to do so shall render this Agreement void, in which case the SERVICE PROVIDER shall be entitled to no compensation for the portion of the school year in which the charter ceases to be maintained and shall reimburse the SCHOOL DISTRICT any amounts already received for that portion of the school year. The SERVICE PROVIDER shall be responsible for appropriate staff orientation and training for all its educational and supporting personnel, including, but not limited to, in-service training related to provision of educational services to disabled children.
- 35. <u>AUTHORITY TO ENTER AGREEMENT</u>: The undersigned representative of the SERVICE PROVIDER hereby represents and warrants that the undersigned is an officer, director, or agent of the SERVICE PROVIDER with full legal rights, power and authority to enter into this Agreement on behalf of the SERVICE PROVIDER and bind the SERVICE PROVIDER with respect to the obligations enforceable against the SERVICE PROVIDER in accordance with its terms.

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

Rocky Point Union Free School District

Green Chimneys Children's Services

District Representative

Rhonda Richardson, AED Financial/CFO

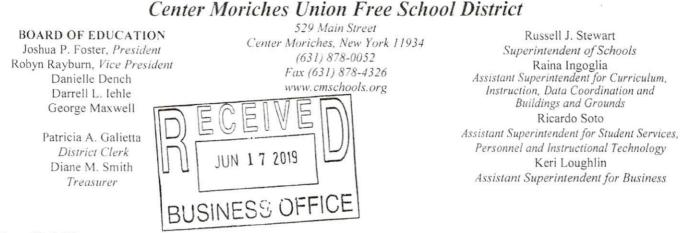
Date

Date

9

ADDENDUM "A"

School represents and warrants, as a material term of this contract, that neither it nor any of its employees will perform services under this contract if it or any of its employees are (1) currently excluded from participation in federal or state health care programs; (2) the subject of any pending exclusion proceeding, or (3) the subject of an adjudication or determination that they have committed any action that could subject Contractor to exclusion from government programs (collectively, "Exclusion Activity"). Additionally, Contractor agrees that, as a continuing obligation of this contract, contractor will (1) maintain documentation evidencing annual exclusion checks with the Office of the Inspector General, General Services Administration and New York State, and will produce such documentation to Green Chimneys upon Green Chimneys' request; (2) report in writing to Green Chimneys any Exclusion Activity involving Contractor as soon as practicable after contractor learns of such Exclusion Activity. The contract may be terminated by Green Chimneys immediately upon notice that Contractor has been the subject of any Exclusion Activity, as define above, or if representations and warranties made above are false or the subject of breach.



June 13, 2019

Greg Hilton School Business Official Rocky Point UFSD 90 Rocky Point – Yaphank Rd. Rocky Point, NY 11778

Dear Mr. Hilton:

Enclosed are three (3) original contracts for participation of each of your students in the Center Moriches Summer Special Education Program for the summer of 2019.

Please return the contracts to my attention no later than June 30, 2019. We cannot continue the attendance of any student in our program without receiving an approved and executed contract.

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

Thank you for your prompt attention in this regard.

Very truly yours,

Keri Loughlin O Assistant Superintendent for Business

Encs.

Center Moriches Union Free School District

BOARD OF EDUCATION Joshua P. Foster, President Robyn Rayburn, Vice President Danielle Dench Darrell L. Iehle George Maxwell

> Patricia A. Galietta District Clerk Diane M. Smith Treasurer

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

Russell J. Stewart Superintendent of Schools Raina Ingoglia Assistant Superintendent for Curriculum, Instruction, Data Coordination and Buildings and Grounds Ricardo Soto Assistant Superintendent for Student Services, Personnel and Instructional Technology Keri Loughlin Assistant Superintendent for Business

INSTRUCTIONAL SERVICES CONTRACT – 2019 SUMMER PROGRAM

This agreement made this 1st day of July, 2019 between CENTER MORICHES UFSD, 529 Main St., Center Moriches, NY 11934, party of the first part, and ROCKY POINT UFSD, 90 Rocky Point – Yaphank Road, 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:

2. The party of the second part hereby agrees to pay to the party of the first part \$7,419.00 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.

Page 2 Instructional Contract

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

Center Moriches Union Free School District

BOARD OF EDUCATION Joshua P. Foster, President Robyn Rayburn, Vice President Danielle Dench Darrell L. Iehle George Maxwell

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President, Board of Education Center Moriches UFSD

President, Board of Education Rocky Point UFSD

Center Moriches Union Free School District

BOARD OF EDUCATION Joshua P. Foster, President Robyn Rayburn, Vice President Danielle Dench Darrell L. Iehle George Maxwell

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President, Board of Education Center Moriches UFSD

President, Board of Education Rocky Point UFSD

Center Moriches Union Free School District

BOARD OF EDUCATION Joshua P. Foster, President Robyn Rayburn, Vice President Danielle Dench Darrell L. Iehle George Maxwell

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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. July 2, 2019, and shall be taught therein for a period ending August 10, 2019, 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 \$7,419.00 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.

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Page 2 Instructional Contract

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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



ROCKY POINT UNION FREE SCHOOL DISTRICT OFFICE OF CHILD NUTRITION 82 Rocky Point – Yaphank Road Rocky Point, New York 11778

Telephone: (631) 744-1600

Fax: (631) 591-0145

Dr. Michael F. Ring SUPERINTENDENT OF SCHOOLS Maureen Branagan School Lunch Manager

TO:GREG HILTONFROM:MAUREEN BRANAGANRE:MEAL PRICES, 2019-20DATE:6/10/19

As per the USDA, School Food Authorities must calculate their paid lunch price if the current price is below \$3.00 (the difference between the Free and Paid reimbursement rates for paid meals in 2018-19) as a requirement of the Healthy, Hunger-Free Kids Act of 2010 (Section 205).

NYSED APPROVED A PAID LUNCH EQUITY EXEMPTION FOR OUR NONPROFIT FOOD SERVICE ACCOUNT. THE INCREASES PROPOSED ARE LESS THAN WHAT THEY WOULD HAVE BEEN HAD WE NOT BEEN APPROVED FOR THE WAIVER. THANK YOU.

	Current Pricing	Proposed		
	2018-19	2019-20		
Breakfast				
Elem	\$1.70	\$1.75		
MS	\$1.70	\$1.75		
HS	\$1.70	\$1.75		
Adult	\$2.90	\$2.90		
	plus tax	plus tax		
Lunch				
Elem	\$2.75	\$2.85		
MS	\$2.95	\$3.00		
HS	\$2.95	\$3.00		
Premium MS/HS	\$3.95	\$4.00		
Adult	\$3.95	\$4.00		
	plus tax	plus tax		

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

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

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

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

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

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

- 1. The unit member shall receive payment for fifty (50) percent of a maximum of 50 sick/personal days at the rate of 1/240 of her annual salary upon resignation; to the extent that the unit member does not possess these days accrued in her existing leave bank at the date of resignation; said bank will be increased to reach the level of 50 sick/personal days. The benefit as per this Agreement is 25 days x \$710.53 (daily rate) for a monetary benefit of \$17,763.25
- 2. The subject incentive is conditional upon the unit member submitting an irrevocable letter of resignation from the District by June 30, 2019 with an effective date of June 30, 2020. The unit member's actual date of retirement into the New York State Teachers' Retirement System (NYSTRS) will be August 1, 2020. The District hereby agrees that unit member shall be considered and treated as a retiree from the District and eligible for any and all retirement benefits provided to retirees pursuant to the collective bargaining agreement or district practice.
- 3. The Board of Education and Association shall execute a separate Memorandum of Agreement providing for the retirement incentive and service payment upon retirement set forth herein to be made in the form of an employer non-elective contribution into a designated IRC Section 403(b) tax sheltered annuity up to the statutory limit. The retirement incentive payment shall be deposited into unit member's designated 403(b) account no later than July 31, 2020.
- 4. This Agreement shall be binding upon the Association, its successors and assigns as well as the District and its successors and assigns.
- 5. The payment herein shall be in addition to any retirement benefits (e.g. health insurance, etc.) provided to unit member pursuant to the collective bargaining agreement and/or district practice in effect as of the date of this agreement.
- 6. This Agreement shall not diminish, waive or in any manner amend the provisions of Article VI of the Collective Bargaining Agreement.
- 7. This Agreement will automatically "sunset" effective July 1, 2020 and have no validity with respect to §209a.1(e) of the Public Employees Fair Employment Act, except as is necessary to fulfill the obligations of the agreement and unless extended in writing by the parties.
- 8. The parties further agree that this Agreement shall not be precedent-setting nor binding upon the parties in the future. Moreover, the parties agree that this Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum other than to enforce the terms set forth herein.

Dated: July 11, 2019

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

ROCKY POINT ADMINISTRATORS' ASSOCIATION

By: _

Michael Gabriel, RPAA President

By:___

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

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

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

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

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

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

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

- 1. The unit member shall receive payment for fifty (50) percent of a maximum of 200 sick/personal days at the rate of 1/240 of her annual salary upon retirement; to the extent that the unit member does not possess these days accrued in her existing leave bank said bank will be increased to reach the level of 200 sick/personal days. The benefit as per this Agreement is 100 days x \$784.10 (daily rate) for a monetary benefit of \$78,410.
- 2. In addition to the above payment, the unit member shall also receive three hundred (\$300.00) dollars for each year of consecutive full-time service to the District upon retirement.
- 3. The above payments are in addition to any retirement benefits (e.g. health insurance) provided to unit member pursuant to the collective bargaining agreement and/or district practice.
- 4. The subject incentive is conditional upon the unit member submitting an irrevocable letter of retirement by June 30, 2019. The retirement must be effective no later than July 31, 2019.
- 5. This Agreement shall be binding upon the Association, its successors and assigns as well as the District and its successors and assigns.
- 6. This Agreement shall not diminish, waive or in any manner amend the provisions of Article VI of the Collective Bargaining Agreement.
- 7. This Agreement will automatically "sunset" effective August 1, 2019 and have no validity with respect to \$209-a.1(e) of the Public Employees Fair Employment Act, unless extended in writing by the parties.
- 8. The parties further agree that this Agreement shall not be precedent-setting nor binding upon the parties in the future. Moreover, the parties agree that this Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum other than to enforce the terms set forth herein.

Dated: July 11, 2019

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

ROCKY POINT ADMINISTRATORS' ASSOCIATION

By:

Michael Gabriel, RPAA President

By:_____ Mrs. Susan Y

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

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

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

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

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

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

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

- 1. The unit member shall receive payment for fifty (50) percent of a maximum of 50 sick/personal days at the rate of 1/240 of her annual salary upon retirement; to the extent that the unit member does not possess these days accrued in her existing leave bank at the date of retirement; said bank will be increased to reach the level of 50 sick/personal days. The benefit as per this Agreement is 25 days x \$722.69 (daily rate) for a monetary benefit of \$18,067.25
- 2. The subject incentive is conditional upon the unit member submitting an irrevocable letter of retirement by June 30, 2019 with an effective retirement date of June 30, 2020.
- 3. The Board of Education and Association shall execute a separate Memorandum of Agreement providing for the retirement incentive and service payment upon retirement set forth herein to be made in the form of an employer non-elective contribution into a designated IRC Section 403(b) tax sheltered annuity up to the statutory limit. The retirement incentive payment shall be deposited into unit member's designated 403(b) account no later than July 31, 2020.
- 4. This Agreement shall be binding upon the Association, its successors and assigns as well as the District and its' successors and assigns.
- 5. The payment herein shall be in addition to any retirement benefits (e.g. health insurance, etc.) provided to unit member pursuant to the collective bargaining agreement and/or district practice as of the date of this Agreement.
- 6. This Agreement shall not diminish, waive or in any manner amend the provisions of Article VI of the Collective Bargaining Agreement.
- 7. This Agreement will automatically "sunset" effective July 1, 2020 and have no validity with respect to §209a.1(e) of the Public Employees Fair Employment Act, except as is necessary to fulfill the obligations of the agreement and unless extended in writing by the parties.
- 8. The parties further agree that this Agreement shall not be precedent-setting nor binding upon the parties in the future. Moreover, the parties agree that this Agreement shall not be used and/or admitted into evidence in connection with any subsequent claim, litigation, arbitration, cause of action or proceeding of any kind and nature in any jurisdiction or forum other than to enforce the terms set forth herein.

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

ROCKY POINT ADMINISTRATORS' ASSOCIATION

By: _

Michael Gabriel, RPAA President

By:_

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

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

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

This Agreement is for the purpose of resolving a salary schedule step placement issue regarding elementary teacher Theresa O'Brien (O'Brien). Therefore, in consideration for and in full satisfaction of all claims by O'Brien against the District, the Parties agree that Association member O'Brien shall be placed on salary step 23 for the 2019-2020 school year. Moreover, O'Brien shall receive a one-time lump sum payment of \$19,733, with said payment subject to all ordinary taxation and withholding as required by law, collective bargaining agreements or otherwise.

This Agreement will automatically "sunset" upon receipt of the aforementioned consideration by O'Brien and have no validity with respect to §209-a.1(e) of the Public Employees Fair Employment Act.

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

Dated: July 11, 2019

BOARD OF EDUCATION OF THE ROCKY POINT UNION FREE SCHOOL DISTRICT

ROCKY POINT TEACHERS' ASSOCIATION

By:_

Mrs. Susan Y. Sullivan, President

By: ___

Laurie Berretta, President

Schedule 7/11/19 A Classified Staff												
Last	First	Position	Building	Rate	BOE Date	Amount	Effective Date	Description/Comments				
DiGiglio	Michelle	Part-Time School Hall Monitor	HS	N/A	7/11/2019	N/A	10/4/2019	Resignation for the purpose of retirement				
Carbone	Katelyn	Lead Food Service Worker	DW	Annual - Step 2	7/11/2019	22,684	9/1/2019	Full time, ten-month contractual appointment. Replaces J. Davis. Salary pro-rated.				
Carbone	Katelyn	Part-Time Food Service Worker	DW	N/A	7/11/2019	N/A	8/31/2019	Resignation of part time food service worker position to accept a full time position.				
Murray	Jean	Part-Time Food Service Worker	DW	N/A	7/11/2019	N/A	6/6/2019	Unpaid medical leave of absence commencing 6/6/19 through 6/26/19				
Rink	Rosalia	School Teacher Aide	HS	N/A	7/11/2019	N/A	6/11/2019	Unpaid medical leave of absence commencing 6/11/19 through 6/17/19				
Turner	Joan	Office Assistant	MS	N/A	7/11/2019	N/A	6/13/2019	Unpaid FMLA medical leave of absence commencing 6/13/19 through 6/28/19.				
Leckie	Mary	School Teacher Aide	DW	N/A	7/11/2019	N/A	10/22/2019	Resignation for the purpose of retirement				
Bennett-Rosman	Alexa	School Teacher Aide	DW	N/A	7/11/2019	N/A	8/31/2019	Resignation for the purpose of accepting a full- time, probationary appointment.				
Spina	Debra	Part-Time Office Assistant	DO	N/A	7/11/2019	N/A	6/30/2019	Resignation for personal reasons				

Schedule 7/11/19-B Certified Staff

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
McLaughlin	Janet	Special Education Teacher	HS	N/A	7/11/2019	N/A	6/30/2019	Resignation for the purpose of retirement
Stockholm	Jaclyn	Teaching Assistant Level I	DW	Annual - Step 1	7/11/2019	18,350	9/1/2019	Full-time ten-month probationary appointment commencing 9/1/19 through 8/31/23. New position.
Kenwood	Kyra	Music Teacher	FJC	N/A	7/11/2019	N/A	9/3/2019	Unpaid leave of absence for the purpose of childcare commencing 9/3/19 through 11/18/19.
Groth	Anja	Director of Instruction	DW	N/A	7/11/2019	N/A	7/31/2019	Resignation for the purpose of retirement
Kelly-Gibbons	Virginia	Principal	FJC	N/A	7/11/2019	N/A	6/30/2020	Resignation for the purpose of retirement
Murphy	Linda	Principal	JAE	N/A	7/11/2019	N/A	6/30/2020	Resignation for the purpose of retirement
Leary	Vivien	Interim Assistant Principal	FJC	Annual - Step 5	7/11/2019	Per Contract	7/1/2019	Full-time twelve-month interim appointment beginning 7/1/19 through 6/30/20.
Trapani	Karen	Teaching Assistant Level I	DW	N/A	7/11/2019	N/A	8/31/2019	Resignation for the purpose of accepting a full-time, probationary appointment.
Trapani	Karen	Reading Teacher	FJC	Annual - M30 Step 1	7/11/2019	61,564	9/1/2019	Full-time, ten-month probationary appointment commencing 9/1/19 through 8/31/23. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Trapani must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Trapani receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. Effective 9/1/19
Bennett-Rosman	Alexa	Teaching Assistant Level I	DW	Annual - Step 1	7/11/2019	18,350	9/1/2019	Full-time ten-month probationary appointment commencing 9/1/19 through 8/31/23. Replaces K. Trapani
Batelli	Joelle	Art Teacher	FJC	Annual - M Step 1	7/11/2019	56,767	9/1/2019	Full-time, ten-month probationary appointment commencing 9/1/19 through 8/31/23. The probationary expiration date will depend on the individual's APPR ratings. To receive tenure, Ms. Batelli must have overall APPR ratings of effective or highly effective in at least three of four preceding years. If Ms. Batelli receives an ineffective composite or overall APPR rating in her final year of probation, she will not be eligible for tenure at that time. Effective 9/1/19. Replaces L. Goelz

Schedule 7/11/19-C Non-Teaching Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Bomford	Susan	Substitute Food Service Worker	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
DiMaggio	Maria	Substitute Food Service Worker	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Gugel	Cheryl	Substitute Food Service Worker	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Walker	Denise	Substitute Food Service Worker	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Brown	Kevin	Subsitute Guard	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Garcia	Christopher	Subsitute Guard	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Love	Maxine	Subsitute Guard	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Wodzenski	Thomas	Substitute Guard	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
LaRosa	Kevin	Substitute Custodian	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Raymond	Devon	Substitute Custodian	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
deGroot	Charlene	Susbstitute Nurse	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Leech	Mari-Lyn	Susbstitute Nurse	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Ford	Nancy	Susbstitute Nurse	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Lukasz	Karen	Susbstitute Nurse	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Szeli	Linda	Substitute Nurse	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Agresto	Jennifer	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Coon	Chrissana	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
McGee	Mary	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Pole	Lara	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Reilly	Erin	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Rhodes	Melissa	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Romano	Paulette	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Sprague	Stephanie	Substitute Teacher Aide/Monitor	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Fitzgerald	Christine	Substitute Clerical	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year
Spina	Debra	Substitute Clerical	DW	Hourly	7/11/2019	*TBD	7/1/2019	2019-2020 school year

*Hourly remuneration for the 2019-2020 school year will be determined at the Annual Organizational Meeting of the Board of Education

Schedule 7/11/19-D Teaching/Certified Substitutes

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
McFadden	Katherine	Per Diem Substitute Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Bartley	Leanna	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Bas	Maria	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Bernier	Dana	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Calo	Lizabeth	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Davis	Karen	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Ertem	Yasemin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Esmaelzada	Beth	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Friedman	Brooke	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Governale	Lisa	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Grady	Kaitlin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Iuliucci	Joseph	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Johnson	Kevin	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Кпарр	Kristine	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Krumholz	Alexandra	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Lobato	Raquel	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Marotta	Christopher	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Martin	Jocelyn	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Martinsen	Carol	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
O'Connell	Joan	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year

Palmer	Pamela	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Parrella	Tianna	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Ponce	Jessica	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Rose	Jeanne	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Ryan	Leslie	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Sabo	Brianna	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Schultheis	Ashley	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year
Spitz	Jessica	Per Diem Substitute Teacher/Teaching Assistant	DW	Daily	7/11/2019	*TBD	9/1/2019	2019-2020 school year

*Hourly remuneration for the 2019-2020 school year will be determined at the Annual Organizational Meeting of the Board of Education

Schedule 7/11/19-E Co-Curricular Positions 2019/2020

							Effective	
Last	First	Position	Bldg.	Rate	BOE Date	Amount	Date	Description/Comments
Banigan	Donna	JAE Literary Magazine	JAE	Annual	7/11/2019	1,243	7/1/2019	2019-2020 school year
Friscia	Michael	JAE STEM Science Club	JAE	Annual	7/11/2019	1,243	7/1/2019	2019-2020 school year
Kenwood	Куга	Elementary Chorus (Grade 2)	FJC	Annual	7/11/2019	2,051	1/2/2019	2018-2019 school year; amended stipend now a shared stipend
Spitz	Jessica	Elementary Chorus (Grade 2)	FJC	Annual	7/11/2019	2,051	1/2/2019	2018-2019 school year. Shared stipend
Pilkington-Kaler	Jan	General Education Teacher	DW	Hourly	7/11/2019	91.67	7/1/2019	Summer CSE/CPSE Committee Meetings. 2019-2020 school year
Rosman	Karen	School Nurse	HS	Hourly	7/11/2019	39.61	7/1/2019	Summer work during the period of July 1, 2019 through August 31, 2019. Not to exceed forty (40) hours.
Konsky	Diana	School Psychologist	DW	Hourly	7/11/2019	45.68	7/1/2019	Summer CSE/CPSE Committee Meetings. 2019-2020 school year
Muchnik	Marc	School Psychologist	DW	Hourly	7/11/2019	52.53	7/1/2019	Summer CSE/CPSE Committee Meetings. 2019-2020 school year
Behringer	Jamie	Special Education Teacher	DW	Hourly	7/11/2019	83.49	7/1/2019	Summer CSE/CPSE Committee Meetings. 2019-2020 school year
Volini	Lauren	Mark Twain Contest	HS	Annual	7/11/2019	1,243	7/1/2019	2019-2020 school year
Eilers	Jenessa	HS Be A Nicer Neighbor	HS	Annual	7/11/2019	1,243	7/1/2019	2019-2020 school year; amended stipend now a shared stipend
Tribby	Carly	HS Be A Nicer Neighbor	HS	Annual	7/11/2019	1,243	7/1/2019	2019-2020 school year. Shared stipend
Anderson	Nicole	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Behringer	Jamie	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Biagotti	Jean	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Brooks	Tesia	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Celentano	Lisa	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Daly	Janice	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
DiCristo	Elizabeth	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Elcik	Deborah	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Fasano	JoAnna	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Gastaldo	Ashley	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Hale	Gina	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
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Hoenig	Laura	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Laughlin-Cotter	Heather	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Luongo	Joselle	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Hill-Timpanaro	Laura	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Konsky	Diana	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Maggio	Michele	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Mangogna	Toni	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Messinetti	Margaret	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Muchnik	Marc	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Muratore	Kristina	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
O'Mahoney	Laura	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Parise	Megan	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Picone	Meredith	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Pina	Nancy	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Pipia	Cindy	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Rucano	Keri	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Settepani	Danielle	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Stalters	Jessica	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Soscia	Janine	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Aschettino	Karen	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Silverman	Jennifer	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Wennerod	Kristen	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Breen	Teresa	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Fusco	Cheryl	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Gruenberg	Brian	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
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Laviola	Elizabeth	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excee 15 hours
Mannetta	Diane	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excee 15 hours
Nardiello	Cynthia	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excee 15 hours
Pollina	Jacqueline	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excee 15 hours
Prudenti	Valerie	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excee 15 hours
Zambardino	Christine	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Acritelli-Hunt	Jacqueline	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exceed 15 hours
Boyle	Lauren	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to excert 15 hours
Cooper	Andrew	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Egan	Patricia	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Meyer	Gloria	Special Education Teacher	JAE	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Perri	Dawn	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Zaffino	Jennifer	Special Education Teacher	HS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Valvo	Denise	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Avallone-Balfour	Lydia	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
DiGennaro	Elisa	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Glennon	Erin	Special Education Teacher	FJC	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Shanahan	Sherin	Special Education Teacher	MS	Hourly	7/11/2019	49.00	7/1/2019	Additional SupervisionSummer workshop not to exce 15 hours
Spallina	Anna	Varsity Head CheerleadingFall (Year 18)	DW	Annual	7/11/2019	6,910	7/1/2019	Coaching appointment 2019-2020 school year
Scanlon	Ariana	Varsity Asst. CheerleadingFall (Year 5)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Spallina	Anna	Varsity Head CheerleadingWinter (Year 25)	DW	Annual	7/11/2019	7,463	7/1/2019	Coaching appointment 2019-2020 school year
Scanlon	Ariana	Varsity Asst. Cheerleading Winter (Year 5)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Bennett-Rosman	Alexa	JV CheerleadingFall (Year 5)	DW	Annual	7/11/2019	4,561	7/1/2019	Coaching appointment 2019-2020 school year
Bennett-Rosman	Alexa	JV CheerleadingWinter (Year 5)	DW	Annual	7/11/2019	4,561	7/1/2019	Coaching appointment 2019-2020 school year
Russo	Adrienne	MS Cheerleading - Fall (Year 2)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Russo	Adrienne	MS Cheerleading - Winter (Year 3)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Acritelli	Richard	Varsity Head Boys Cross Country (Year 18)	DW	Annual	7/11/2019	6,910	7/1/2019	Coaching appointment 2019-2020 school year
McCormick	James	MS Boys Cross Country (Year 20)	DW	Annual	7/11/2019	4,975	7/1/2019	Coaching appointment 2019-2020 school year
Poole	Matthew	Varsity Head Girls Cross Country (Year 24)	DW	Annual	7/11/2019	7,463	7/1/2019	Coaching appointment 2019-2020 school yean/19 Age

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Havranek	Gregory	MS Girls Cross Country (Year 5)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Bittner	Katie	Varsity Head Field Hockey (Year 14)	DW	Annual	7/11/2019	6,910	7/1/2019	Coaching appointment 2019-2020 school year
Lynch	Reagan	Varsity Asst Field Hockey (Year 3)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Eilers	Jenessa	JV Head Field Hockey (Year 4)	DW	Annual	7/11/2019	4,561	7/1/2019	Coaching appointment 2019-2020 school year
DiLorenzo	Anthony	Varsity Head Football (Year 16)	DW	Annual	7/11/2019	7,462	7/1/2019	Coaching appointment 2019-2020 school year
Iadanza	Jake	Varsity Asst. Football (Year 1)	DW	Annual	7/11/2019	4,975	7/1/2019	Coaching appointment 2019-2020 school year
Mattia	John	Varsity Asst. Football (Year 14)	DW	Annual	7/11/2019	6,081	7/1/2019	Coaching appointment 2019-2020 school year
Spallina	Daniel	JV Football (Year 8)	DW	Annual	7/11/2019	5,252	7/1/2019	Coaching appointment 2019-2020 school year
Capell	Daniel	JV Football (Year 4)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Aschettino	Andrew	MS Football (Year 15)	DW	Annual	7/11/2019	5,252	7/1/2019	Coaching appointment 2019-2020 school year
Panella	Patrick	MS Football (Year 17)	DW	Annual	7/11/2019	5,252	7/1/2019	Coaching appointment 2019-2020 school year
Reh	Jeff	Varsity Golf (Year 4)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Camarda	Joseph	Varsity Head Boys Soccer (Year 14)	DW	Annual	7/11/2019	6,910	7/1/2019	Coaching appointment 2019-2020 school year
Roach	Daniel	Varsity Asst Boys Soccer (Year 3)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Butzke	Richard	JV Boys Soccer (Year 12)	DW	Annual	7/11/2019	5,667	7/1/2019	Coaching appointment 2019-2020 school year
Dougherty	Sean	MS Boys Soccer (Year 3)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Costa	Peter	Varsity Head Girls Soccer (Year 8)	DW	Annual	7/11/2019	6,357	7/1/2019	Coaching appointment 2019-2020 school year
Goncalves	Rony	Varsity Asst Girls Soccer (Year 3)	DW	Annual	7/11/2019	4,699	7/1/2019	Coaching appointment 2019-2020 school year
Sackaris	Taylor	JV Girls Soccer (Year 2)	DW	Annual	7/11/2019	4,561	7/1/2019	Coaching appointment 2019-2020 school year
Buonconsiglio	James	Varsity Girls Tennis (Year 14)	DW	Annual	7/11/2019	6,910	7/1/2019	Coaching appointment 2019-2020 school year
Nobre	Anthony	JV Girls Tennis (Year 18)	DW	Annual	7/11/2019	5,667	7/1/2019	Coaching appointment 2019-2020 school year
Settepani	Joseph	MS Girls Tennis (Year 18)	DW	Annual	7/11/2019	4,975	7/1/2019	Coaching appointment 2019-2020 school year
Sussillo	Conor	Varsity Girls Volleyball (Year 4)	DW	Annual	7/11/2019	5,804	7/1/2019	Coaching appointment 2019-2020 school year
Brooks	Tesia	MS Girls Soccer (Year 1)	DW	Annual	7/11/2019	3,869	7/1/2019	Coaching appointment 2019-2020 school year
Pina	Nancy	MS Girls Soccer (Year 6)	DW	Annual	7/11/2019	4,422	7/1/2019	Coaching appointment 2019-2020 school year
Anzalone	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Baseball
Bowler	Michael	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Lacrosse
Sanchez	Michael	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Lacrosse
Reh	Taylor	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Lacrosse
Buonconsiglio	James	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Tennis
Buonconsiglio	James	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Tennis
Aschettino	Andrew	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Weight Room
Sussillo	Conor	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Volleyball

Perrotte	Jennifer	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Volleyball
Marchetta	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Winter Track and Field
Marchetta	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Spring Track and Field
Donadoni	Christopher	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Winter Track and Field
Donadoni	Christopher	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Spring Track and Field
Mattia	John	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Football
Mattia	John	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Winter Track
Mattia	John	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Spring Track
DiLorenzo	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Football
Nentwich	Christopher	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Basketball
Goldstein	Darren	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Wrestling
Nobre	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Tennis
Nobre	Anthony	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Tennis
Poole	Matthew	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Girls Cross Country
Acritelli	Richard	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Cross Country
Glenn	Brian	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Baseball
Amoscato	Maria	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Softball
Spallina	Anna	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Fall Cheerleading
Spallina	Anna	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Winter Cheerleading
Jordan	James	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Boys Basketball
Panella	Patrick	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Football
Panella	Patrick	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Weight Room
Panella	Patrick	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Track and Field
Bittner	Katie	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Field Hockey
Lynch	Reagan	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per program. Field Hockey 7/11/19 Agent

Camarda	locoph	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per
Califarua	Joseph		Dvv					program. Boys Soccer
Camarda	locoph	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per
Califarua	Joseph		Dvv				//1/2019	program. Track and Field
Costa	Peter	Intramural Athletics	DW	Llaunka	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per
CUSIA	Felei	intrainural Athletics	000	Hourly	//11/2019	24.00	//1/2019	program. Girls Soccer
Costa	Peter	Intramural Athletics	DW	Hourly	7/11/2019	24.00	7/1/2019	2019-2020 school year. Not to exceed 20 hours per
CUSIA	Felei		000					program. Softball
O'Connor	Kenneth	Volunteer Varsity Football	DW	N/A	7/11/2019	NA	7/1/2019	Volunteer coaching appointment for the 2019-2020
O CONNOL	Kenneth		000					school year
Fasano	Joanna	Special Education Facilitator Grades K-2	DW	Annual	7/11/2019	5,527	7/1/2019	2019-2020 school year
Behringer	Jamie	Special Education Facilitator Grades 3-5	DW	Annual	7/11/2019	5,527	7/1/2019	2019-2020 school year
Shanahan	Sherin	Special Education Facilitator Grades 6-8	DW	Annual	7/11/2019	5,527	7/1/2019	2019-2020 school year
Messinetti	Margaret	Special Education Facilitator Grades 9-12	DW	Annual	7/11/2019	5,527	7/1/2019	2019-2020 school year
Blanchard	Craig	Chaperone	DW	Hourly	7/11/2019	See below*	7/1/2019	2019-2020 school year
Buchner	Gene	Chaperone	DW	Hourly	7/11/2019	See below*	7/1/2019	2019-2020 school year
Levix	Michael	Chaperone	DW	Hourly	7/11/2019	See below*	7/1/2019	2019-2020 school year
Rink	Rosalia	Chaperone	DW	Hourly	7/11/2019	See below*	7/1/2019	2019-2020 school year
Spallina	Anna	Chaperone	DW	Hourly	7/11/2019	See below*	7/1/2019	2019-2020 school year

*Up to two hours: \$55.00; in excess of two hours: \$83.00; Junior/Senior Prom: \$55.00 per hour 2019/2020 school year

Schedule 7/11/19-F Community Education

Last	First	Position	Bldg.	Rate	BOE Date	Amount	Effective Date	Description/Comments
Russo	Adrienne	Middle School Cheer Camp	DW	Hourly	7/11/2019	50.00	//1//019	2019-2020 School Year; Amended Hourly Salary